

Application Coversheet

Legacy Preparatory

Pathway Charities, Inc.

Proposed Sixteenth Generation Charter School Name

Name of Sponsoring Entity

Note: If the sponsoring entity is a 501(c)(3) nonprofit organization, the name must appear exactly as it appears in the Articles of Incorporation or any amendments thereto.

The sponsoring entity is a (Check only one.):

☒ 501(c)(3) nonprofit organization

☐ Governmental Entity

☐ College or University

Chairperson of Governing Body of Sponsoring Entity: Danny Wegman

CEO of Sponsoring Entity: Danny Wegman

CEO/Superintendent of Proposed Charter School: TBD

Board Member Who Attended an Applicant Conference: Harry Sewell/Danny Wegman

Date of Conference: 10/07/10

Applicant Mailing Address (This address will be used for contact regarding this application.):

8510 Military Parkway, Dallas, Texas 75227, Dallas County

Physical Address of Proposed Administrative Offices (if different from above):

8510 Military Parkway, Dallas, Texas 75227, Dallas County

Number of Campuses Being Requested: Three (3)

Physical Address of Each Proposed Campus (Please include street address, city, state, zip, and county.):

#1 Campus: 8510 Military Parkway, Dallas, Texas 75227, Dallas County #2 Campus: 704 Windbell Circle, Mesquite, Texas

75149, Dallas County #3 Campus: TBD in the Dallas, Irving OR Garland ISD region

Contact Name: Harry Sewell

Contact E-mail Address: harry.sewell7@gmail.com

Contact Phone #: 972.896.5222

Contact Fax #: 972.329.1665

State maximum enrollment and check all grade levels to be served for each school year.

By Year 3, at least one grade in which the state accountability tests are administered must be offered.

Year 1: Maximum Enrollment: 1,200

☐ Pre-K3 ☐ Pre-K4 ☒ K ☒ 1 ☒ 2 ☒ 3 ☒ 4 ☐ 5 ☐ 6 ☒ 7 ☐ 8 ☐ 9 ☐ 10 ☐ 11 ☐ 12

Year 2: Maximum Enrollment: 1,600

☐ Pre-K3 ☐ Pre-K4 ☒ K ☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☐ 6 ☒ 7 ☒ 8 ☒ 9 ☐ 10 ☐ 11 ☐ 12

Year 3: Maximum Enrollment: 1,900

☐ Pre-K3 ☐ Pre-K4 ☒ K ☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☒ 7 ☒ 8 ☒ 9 ☒ 10 ☐ 11 ☐ 12

Year 4: Maximum Enrollment: 2,200

☐ Pre-K3 ☐ Pre-K4 ☒ K ☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☒ 7 ☒ 8 ☒ 9 ☒ 10 ☒ 11 ☐ 12

Year 5: Maximum Enrollment: 2,600

☐ Pre-K3 ☐ Pre-K4 ☒ K ☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☒ 7 ☒ 8 ☒ 9 ☒ 10 ☒ 11 ☒ 12

I certify that I have the authority to submit this application and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the application process or revocation after award. In accordance with TEC §12.120, I further certify that no members of the governing body of the sponsoring entity or of the proposed charter school nor any officers or employees of the proposed school have been convicted of a misdemeanor involving moral turpitude or of any felony. I understand that incomplete applications will not be considered.

Matt Wegman 02/22/11
(BLUE INK) Signature of Chief Executive Officer of Sponsoring Entity Date

Danny Wegman
Printed Name

Byron Ricks 02/22/11
(BLUE INK) Signature of Application Preparer Date

Byron Ricks
Printed Name

With what company is the application preparer associated? Legacy21, Inc.

Was preparer paid? ☐ Yes ☒ No

SAS 533-11
10-118

701-10-118-012

**LEGACY SIXTEENTH GENERATION
OPEN-ENROLLMENT CHARTER APPLICATION**

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Applicant Checklist

3

Legacy Preparatory School

Pathway Charities, Inc.

Proposed Sixteenth Generation Charter School Name

Name of Sponsoring Entity

This checklist MUST be completed and submitted as part of the application to ensure that the applicant has provided all of the information required by the RFA.

Application

- ☒ Attended Applicant Conference: Date: 10/07/10 Board Member Who Attended: Harry Sewell
- ☒ Application Coversheet
- ☒ Table of Contents
- ☒ Applicant Checklist (*this document*)

Application Sections (*All questions in each section must be answered completely.*)

- | | |
|--|---|
| ☒ 1. Statement of Need | ☒ 7. Geographic Boundary |
| ☒ 2. Vision of the School | ☒ 8. Admissions and Enrollment Policies |
| ☒ 3. Community Support | ☒ 9. Governance |
| ☒ 4. Student Goals | ☒ 10. Human Resources Information |
| ☒ 5. Educational Plan | ☒ 11. Business Plan |
| ☒ 6. Special Needs Students and Programs | |

Attachments A - R

- | | |
|--|--|
| ☒ A. Published Notice of Public Hearing | ☒ J. Audit Report |
| ☒ B. Synopsis of Public Hearing | ☒ K. Credit Report |
| ☒ C. Signed Certified Mail Receipt Cards | ☒ L. IRS 990 Filing |
| ☒ D. Notarized Biographical Affidavits | ☒ M. Documentation Verifying All Sources of Funding |
| ☒ E. 501(c)(3) Determination Letter from IRS | ☒ N. Start-Up Budget |
| ☒ F. Articles of Incorporation | ☒ O. Budget for Year One of Operation |
| ☒ G. Bylaws of the Sponsoring Entity | ☒ P. Negotiated Service Agreement(s) |
| ☒ H. Organizational Chart | ☒ Q. Certificate of Occupancy or Equivalent Certificate |
| ☒ I. Supplemental Human Resources Information Form | ☒ R. Negotiated Lease Agreement(s), Deed(s) to Property, Earnest Money Contract(s), or Purchase Agreement(s) |

Assurance Documents and Required Campaign Contribution Form - Completed and Signed

- ☒ 1. Special Education Assurances and Development of Policies and Procedures
- ☒ 2. Bilingual Education/ESL, Section 504, and Dyslexia Assurances
- ☒ 3. General Application of Assurances for Federal Programs
- ☒ 4. Special Assurances Document
- ☒ 5. State Board of Education Disclosure of Campaign Contributions form

The CEO of the sponsoring entity acknowledges the following:

- ☒ 1. The application and 12 copies submitted are printed single-sided and at least one copy has been retained for the organization's records.
- ☒ 2. Applications must be received by Document Control at the Texas Education Agency by the stated deadline in the Request for Application in order to be considered.
- ☒ 3. All submissions become the property of the Texas Education Agency and will not be returned.

Byron Ricks

Danny Wegman

Name of Application Preparer (Typed)

Name of CEO of Sponsoring Entity (Typed)

Byron Ricks
Signature of Application Preparer

2/22/11
Date

Danny Wegman
Signature of CEO of Sponsoring Entity

2/22/11
Date

APPROVED DURING CONTINGENCY PROCESS

Statement of Need

- PP.5-14: Explain why Irving ISD and Garland ISD are considered as possible campus locations when the needs of these districts are not included in the Statement of need.

Irving ISD and Garland ISD were considered as possible campus locations at the time of the writing of this application. They are no longer being considered. Instead, the Richardson ISD location that became available after the submission of this charter application was accepted by the Board during the Oct. 4, 2011 meeting. The lease was also accepted and voted upon by the Board during the Oct. 25th meeting.

Richardson became a viable location based on the following:
There is a need to solve present and future issues surrounding the education of Richardson Independent School District students. The needs include, but are not limited to, the average to below performance standards reported in the 2010 Texas Academic Excellence Indicator System (AEIS) report, college readiness statistics, commended performance percentages, at-risk and economically disadvantaged statistics, teen pregnancy and drug issues that are hindering those students from academic success.

Students in high poverty urban schools often drop out because of lack of academic success. These percentages further provide insight into the immediate need for intervention for students that are "At Risk". Legacy Preparatory is committed to providing equal opportunity academic **ACCESS** and **SUCCESS** for **ALL STUDENTS**.

A search of the Richardson ISD website does not show the opportunity for students to have K-12 Spanish with the addition of Chinese as a third language in 5th grade for those students who come up through the dual language Eng/Span Early Childhood setting. Legacy Prep Academies will offer this to its students.

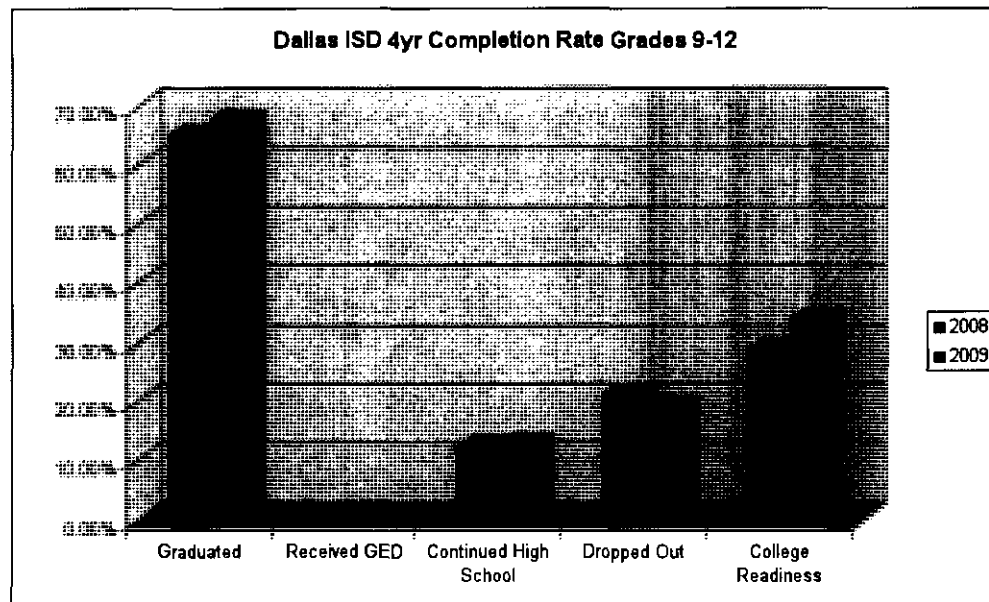
Although there are many private, tuition supported schools in the area, there is a price tag attached to attend. Legacy Prep will offer students and families an educational choice without having to worry about whether or not they can afford it.

Section 1: Statement of Need

1. Statement of Need

(a) Discuss why members of the sponsoring entity believes that the proposed school is needed and why they believe that sufficient demand exists to make the school viable

Our sponsoring entity proposes to establish Legacy Preparatory Academies in the Dallas Metropolitan region. We will address and provide evidence below which will indicate a need to solve present and future issues surrounding the education of Dallas Independent School and Mesquite Independent School District students. These needs include, but are not limited to, the average to below performance standards reported in the 2009 Texas Academic Excellence Indicator System (AEIS) report for Dallas ISD, low college readiness statistics for Mesquite ISD, commended performance percentages, at-risk and economically disadvantaged statistics, teen pregnancy and drug issues that are hindering our students from academic success.



Although there was a slight decline in the number of students who dropped out over the past two years in Dallas County where both these district reside, they still show problematic for completion rate. According to "TEA Annual Dropout and Longitudinal Graduation, Completion, and Dropout rates, Texas Public Schools, 2009 only 67.6% of Dallas students who had continuous enrollment graduated, with a 19.1% drop out rate. In 2008 only 65.2% of the students graduated, with a 21.2% drop out rate. Furthermore, only 34% of those who graduated in Dallas in 2009 met passing standards in both Mathematics and Reading. These two areas

Statement of Need

- *P. 5: Explain the statement, "Furthermore, only 34% of those who graduated in Dallas in 2009 met passing standards in both Mathematics and Reading." Texas graduation requirements for 2009 included passing the exit-level Texas Assessment of Knowledge and Skills (TAKS) for mathematics and English/language arts.*

Please make the following correction in the grant. The statement should have read:

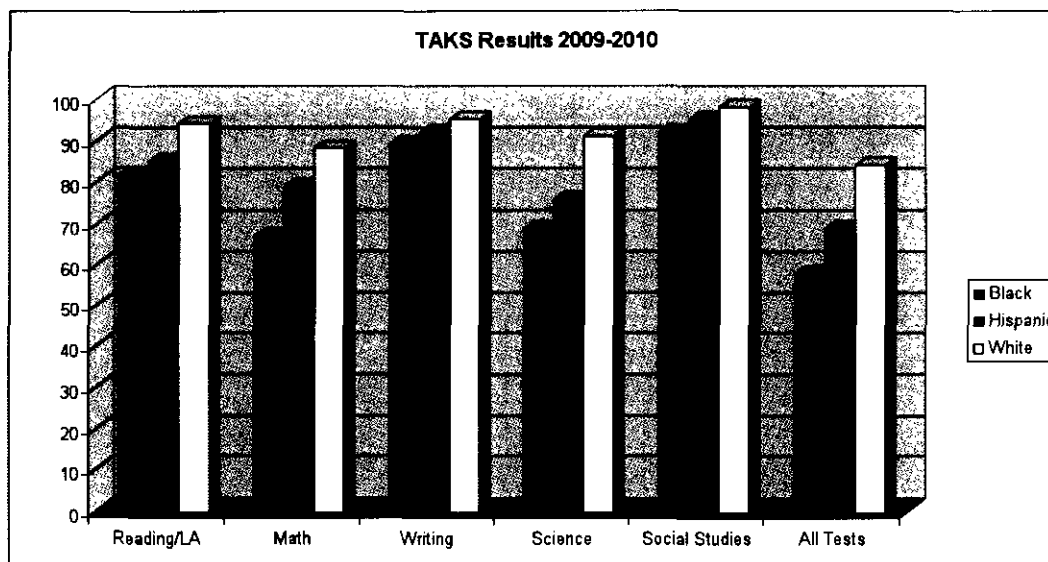
"Furthermore, only about 34% of those who graduated in 2009 met College-Ready Graduates standard in both reading and math the first time the test was given."

APPROVED DURING CONTINGENCY PROCESS

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TEXAS EDUCATION AGENCY

indicate college readiness. It is well known in the Dallas area that: IF students graduate high school, IF they apply for college, and IF they actually enroll (smaller numbers each time), they have a 75%+ chance of having to begin with remedial courses. We now recognize that students should be college ready when they enter college and therefore **not required** to enroll in remedial classes. Legacy Prep sponsors will offer an option for families of high need students to ensure college-ready academic success. Smaller middle and high school New Tech settings along with ILP's (Individual Learning Plans), college readiness standards woven into the everyday curriculum in K – 12, and mentoring will increase and enhance achievement of at-risk students and increase college readiness for all our students.

Accurate dropout statistics are required to fight our dropout crisis, but in Texas, and most of the U.S., such statistics have been elusive. Single digit dropout numbers are common misleading claims made by too many schools. The audiences who hear such numbers rarely, if ever, understand them. Reality is too often closer to what happened to the class of 2008 in Dallas ISD. Only 6,102 diplomas were handed out to a class that as 9th graders in 2004-2005 had 14,890 students in their class. That means that 8,788 from that 9th grade class were "missing at graduation." That means 59% did not graduate from DISD with their class (<http://www.studentmotivation.org/DallasISD.htm>). Legacy Prep will serve students in Dallas and beyond who might have otherwise dropped out of school; and therefore commit to the "Drop 50 Pledge" as will be addressed in the Section 3: Community Support.



- ✓ • *P. 6: Provide the source for the following statement: "It is well-known in the Dallas area that: IF students graduate high school, and IF they apply for college, and IF they actually enroll (smaller numbers each time), they have a 75%+ chance of having to begin with remedial courses."*

The Dallas Morning News, "Students playing catch-up as they hit college:", by HOLLY K. HACKER, published: 21 March 2010. Highlights include:

In the Dallas County Community College District, which includes Brookhaven, about 70 Percent of recent high school graduates need remedial help in at least one subject - reading, writing or math.

The school districts that send the area's highest proportions of graduates who need extra help include Dallas, Irving, Carrollton-Farmers Branch, Cedar Hill and Lancaster.

The problem reveals a glaring disconnect between what high schools and colleges expect of students. People also point fingers at high schools for graduating under-prepared students, at colleges for not moving more remedial students into college-level classes, and at state policies that put students in semester-long remedial courses instead of shorter, tailored instruction.

Not all remedial college students make it to college-level work. In Texas, only 38 percent of community college students who need remediation either graduate or are still in school after three years, vs. 57 percent of college-ready students

- *P. 6: Explain what is meant by "New Tech settings".*

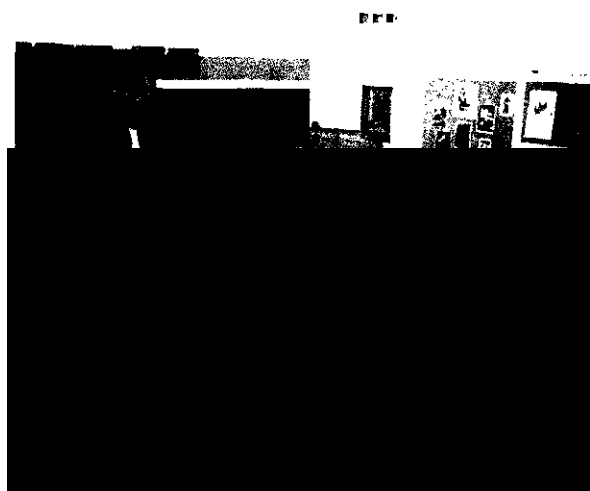
Project-based learning is at the heart of New Tech's instructional approach. In project-based learning, learning is contextual, creative, and shared. Students collaborate on projects that require critical thinking and communication. By making learning relevant to them in this way, student engagement reaches new levels. This higher level of engagement is associated with better educational outcomes. All classrooms have a one-to-one computing ratio. With access to Web-enabled computers and the latest in collaborative learning technology, every student becomes a self-directed learner who no longer needs to rely primarily on teachers or textbooks for knowledge and direction. Finally, each New Tech school maintains a culture that promotes trust, respect, and responsibility. At New Tech schools, students and teachers alike have exceptional ownership of the learning experience and their school environment. Working on projects and in teams, students are accountable to their peers and acquire a level of responsibility similar to what they would experience in a professional work environment.

Students in Mesquite ISD fare better, but they also are on a downward trend. As their minority population increases, so does the at-risk factor. Mesquite ISD TAKS scores have remained steady over the last five years, which on the surface may look fine, but as the accountability standards creep up, the Mesquite scores will go from Acceptable to Unacceptable in the math and possibly science areas. Their college readiness indicators from 2005 to 2009 indicate that their SAT and ACT scores are not improving and they are also below state results. Legacy Prep will open in time to help Mesquite ISD students increase their college readiness!

Students in Mesquite and Dallas ISDs often move between districts more than once during a student's school career, with families searching for less expensive rents and are moving in with extended families due to the economic down turn. Legacy Preparatory recognizes these trends and will open an academy in both districts the first year.

STUDENT DEMOGRAPHICS

Students in high poverty urban schools often drop out because of lack of academic success. These percentages further provide insight into the immediate need for intervention for students that are "at risk". Legacy Prep is committed to providing equal opportunity academic **ACCESS** and **SUCCESS** for **ALL STUDENTS**. Teachers in urban areas often leave their posts due to inadequate preparation and on-going support. It is here that the increase in dropout rate of students-both Dallas ISD and Mesquite ISD are in need of better attention and solid support systems. As stated by Bill Daggett, CEO of the International Center for Leadership in Education, a systematic approach must be put in place that focuses on preparing students for THEIR future, not OURS. We need to move from this:



USA 1960's typical classroom – teacher-centered, fragmented curriculum, students working in isolation, memorizing facts.

To this!



And this!



The need for academies like Legacy Preparatory is obvious in both districts. The low percent of graduates and college readiness further define that students in are in need of early intervention. Several factors of concern need to be addressed immediately.

First, Dallas County has a high percentage of teens using heroin. The number of teens being treated in Dallas County increased from 33 in 2005 to 215 in 2009. Second, Texas teens lead the nation in having babies, with 24% having multiple births before the age of 20. With this increase of students on drugs and teens leading the nation in having babies, there is an overwhehning need to intervene to save our children. Legacy Prep is well needed to assist with the transformation of the “WHOLE” child; socially and intellectually, with college a viable reality because of the preparation received at our school.

Legacy Prep will be located in Dallas County; specifically, with one campus located in Mesquite ISD, one five miles away in Dallas ISD, and a third location to be decided later. Although there are non-public schools in both these areas, but there is a price tag attached to attend. Legacy Prep will offer students and families an educational choice without having to worry about whether or not they can afford it.

Legacy Prep sponsors know the importance of providing families and students with an alternative for educational success. In addition to the instructional programs, they will provide mentoring along with ILP's (Individual Learning Plans) for each student.

The underlying principles of the vision for Legacy Prep Academies are:

- Personalization and Relations
- Relevance
 - Engagement and Active learning
 - Project-based learning, K – 12
 - High use of Instructional Technology
- Rigor & High Standards
 - Demonstration of student mastery
 - Use of College and Career Readiness Standards, K – 12
 - Use of the Texas Technology Application Standards, K - 12
- Empowered Educators
 - Teachers as “Facilitators of Learning”

- Foreign Language Emphasis
 - Dual-Language (Spanish/English) Setting, K – 3
 - Spanish continuum, 4 - 12
 - Chinese as a third language option, 5 - 12
- College Readiness emphasis K – 12
- Instructional Technology
 - one-to-one computer to student ratio in 7 – 12
 - Instructional Technology Expectations K – 12

b) Explain how the charter school model will enhance the academic outcomes for students.

According to the National Alliance for Public Charter Schools, www.publiccharters.org, June 15: Report finds Public Charter Schools are helping students in several areas, specifically in reading, writing, and math, and students attending public charter schools have shown better academic growth results than similar students in traditional public schools. In addition, the report finds that English Language Learners (ELLs) realize significantly better learning gains in public charter schools than their peers in traditional public schools, and charter students in elementary and middle school grades have significantly higher rates of learning than similar traditional public school students. Legacy Prep Charter School will:

• **IMPROVE STUDENT LEARNING:**

High academic expectations for Legacy Prep will be acquired through the “3Rs” (Relationships + Relevance = Rigor). We will offer extended school hours along with dedicated staff. All students will have their own Individual Learning Plan (ILP). This will provide a sense of ownership of self-learning. An invigorating instructional setting and assigned mentors will be also be added. Legacy Prep will serve K-12 with an innovative curriculum made up of not only the TEKS, but the Texas College Readiness Standards and the Texas Technology Application Standards will also be embedded into the K – 12 everyday curriculum.

• **INCREASE THE CHOICE OF LEARNING OPPORTUNITIES WITHIN THE PUBLIC SCHOOL SYSTEM:**

In outlining a bold and transformative education strategy for America's competitiveness, President Obama called "promoting innovation and excellence" a key element of his plan and stated, "One of the places where much of that innovation occurs is in our most effective charter schools". Legacy prep will prove that with its international focus, its innovative curriculum, and of its high expectation for students, parents, staff, and even community members. Charter schools allow for teachers to be inventive and creative in their teaching practices and combined with strong community and parent involvement.

KEY RESEARCH FINDINGS (Combined National Opportunity to Learn Proficiency State Rank: 43rd): A 50 state Report sites Texas as 43rd among the states with comparatively low graduation rates, when the Opportunity to learn for the state's disadvantaged students is combined with a measure of educational quality. It is further stated is that a low-income student has less than half of the opportunity to learn of the average White, Non-Latino student.

The factor that should be noticed here is that disadvantaged children are often not afforded the same opportunities to learn as their counterparts. Legacy Prep will focus on drop out prevention in that we will provide mentorship, ILP's (Individual Education Plan) for all students, a college ready, rigorous curriculum, and highly qualified teachers. ~~Legacy Prep will provide students and families a choice of the private school alternative at a cost of ZERO.~~

CREATE PROFESSIONAL OPPORTUNITIES THAT WILL ATTRACT NEW TEACHERS TO THE PUBLIC SCHOOL SYSTEM.

The plain fact is that in too many cases our schools are not designed to support today's education goals. We are sending our children to factory-era schools to prepare them for life and work in a digital age. We now know that we are preparing our children today for jobs that do not yet exist. In this, the most rapidly changing era of human history, we continue to expect our children – and their teacher – to succeed in schools that we designed to operate on a 19th century agricultural schedule, while using teaching and learning approaches suited to the needs of an industrial economy. The industrial age has surpassed in every major realm of society except education. Our teachers are walking away in large numbers. High rates of attrition, and the reasons teachers give for leaving, speak to a problem that has deep roots. It is the teacher that makes the difference in the classroom. The more effective the teacher, the greater the student gains.

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

- *P. 11: Provide details about the “international focus” of the proposed school.*

Students will be given more of a global perspective. Across the country, experts are pushing for education with an international focus as the Internet breaks down physical barriers and a world economy requires more cross-border trade and knowledge. As Tom Horne, an Arizona state superintendent of public instruction, puts it: "The economic future is in international trade."

Legacy Prep will broaden students' international knowledge by not only having Dual-Language (Eng/Span) in Early Childhood grades, but also introduce Chinese as a third language in 5th grade to those students who have come up through the dual-language program and are bilingual by 5th grade and ready to begin their third language opportunity. The United States already is competing with the Chinese in the same marketplace. As stated by Thomas Friedman in his book, *The World is Flat*, we neglect China and India at our own peril. By studying China, its language and its culture, we open up the other side of the world for our students, better preparing them for their future careers.

- ✓ • ~~*P. 11: Remove the reference to Legacy preparatory being a “private school alternative” as it will, if awarded a charter, be a public school.*~~

~~The reference to Legacy preparatory being a “private school alternative” has been deleted from the application.~~

- *P. 11: Remove the reference to Legacy Preparatory being a “private school alternative” as it will, if awarded a charter, be a public school.*

Please remove the statement on page 11 that reads: “Legacy Prep will provide students and families a choice of the private school alternative at a cost of ZERO.”

APPROVED DURING CONTINGENCY PROCESS

It is critical for students to receive the best possible instruction from skilled qualified teachers. Legacy Prep will provide the following: First, the attraction to Legacy Prep will be that of “Excellence”. Zero tolerance on disruptive student behavior (which is a major deterrent in public school), caring and respectful staff, autonomy in classroom decisions and other factors that directly affect the school as a whole. Secondly, professional development will be provided to Legacy Prep educators, which promotes teacher effectiveness. It sends a clear message to the community that we are creating the most effective teachers possible for children and that we want children to grow, and succeed at school and in the world. It is also a way to induct teachers into the culture, mission, and academic standards. We anticipate that within two years, not only will there be a waiting list of families wanting to enroll at our school; there will be a waiting list of teachers as well!

ENCOURAGE DIFFERENT AND INNOVATIVE LEARNING METHODS:

Legacy Prep will be built on the “Capturing Kids’ Hearts” program. This training provides tools for administrators, faculty and staff to build positive, productive, trusting relationships — among themselves and with their students. These strands will be interwoven throughout all facets of the school. **Responsibility, Respect, Trust, and Safety** will be more than words at Legacy Prep... these four traits will be modeled in relevant ways such that by the time the students reach the secondary level, they will have had hundreds of examples of what those four words mean and look like. Trust – faculty and staff are trusted therefore they have autonomy to explore different alternatives of learning for students according to their Individual Learning Plan (ILP). Teachers will receive ongoing training in differentiated instructional strategies with the expectation that they actually be used to reach ALL learners. Encouragement of all students to be bilingual, creative, technology savvy and disciplined citizens of the global society will allow students ownership of self-learning through individual accomplishments.

As a result, Legacy Prep will continue to evaluate the effectiveness of best practices through the compilation of data gathered from teachers, parents, students, and community and make immediate recommendations for the facilitation of change.

****FURTHER EXPLANATION OF LEARNING METHODS OUTLINED IN #5 – EDUCATIONAL PLAN***

OVERVIEW OF LEGACY PREP CHARTER PROGRAMMING AND INNOVATIONS

Programming	Legacy Prep	Dallas ISD
Extended Day	Yes	No
Instructional Days	180	175
Agreement of Commitment	Yes	No
Base-Line Assessment	Yes	No
Student Guided Learning:		
Individual Learning Plan	Yes	No
For all Students:		
High involvement in assessment feedback	Yes	No
Service Learning required	Yes	No
Leadership Training	Yes	No
Unique Technology Development	Yes	No
For all Parents:		
Parent as Partners Component	Yes	No
High Parent Participation	Yes	No
Requirements of students:		
Intensive Spanish Language	Yes	No
Optional 3 rd Foreign Language	Yes	No
Project-based Learning	Yes	No
Montessori Foundation	Yes	No
Dual-Language Early Childhood	Yes	No
New Tech Middle and High School	Yes	No

***Legacy Prep will provide extended school days with a total of 8,370 additional minutes a year. The extended school day will add the equivalent of 20 more instructional days, so the 180 days will equal to 200 days compared to a 175 standard day in a traditional school calendar year.**

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

- *P. 13: Explain which campuses in Dallas ISD were considered in the programming comparison.*

The writer of this application has worked in Dallas ISD for a total of 15 years including as principal. The last 4 years have been spent supervising low-performing secondary schools. The comparison group has been the district's lowest performing secondary schools, which include campuses such as Samuel HS, Seagoville HS, A. Maceo Smith HS, Carter HS, Spruce HS, Hulcy MS, Hill MS, and Atwell MS. None of these schools has the components listed on page 13 as of the time this application was written.

APPROVED DURING CONTINGENCY PROCESS

ESTABLISH A NEW FORM OF ACCOUNTABILITY FOR PUBLIC SCHOOLS

The ability of charters to differentiate their product from that offered by traditional public schools while charging the same zero tuition as public school makes charters potentially strong competitors for public schools in the market for the same students (Henderson, et. al 1977). Although Dallas ISD and Mesquite ISD both have some excellent schools, choice of Legacy Prep sponsors make a bold statement in saying that ALL students deserve the same access to a quality education.

State of Texas Assessment for Academic Readiness (STAAR) will continue to be the measurement used for all formal assessments. Project-based learning assessments will be measured through rubrics and other qualitative measurements as designed by teachers, faculty, students, and community.

Because parents have a choice to continue enrollment of their student(s) at Legacy Prep, they play a vital role in deciding the effectiveness and success of the school (SEI – School Effective Indices). Legacy Prep will provide a model for conducting transformational endeavors that will increase student performance. By addressing the critical need and demand for an alternative to traditional and current public school systems, students in our geographical area will be taken to the next level of educational success through this unique charter school model.

Section 2: Vision of the School

2. *Vision of the School (Scored by External Review Panel)*

- a) *In succinct terms, describe the educational philosophy and pedagogy of the proposed school.*

Vision Statement:

Legacy Prep Academies will serve as a model school of excellence, addressing the diverse needs of students, their families, and their communities, as we prepare all students to be college- and career-ready leaders through imparting knowledge, developing intellectual and emotional independence, and instilling moral values that will prepare them for 21st century achievement.

Philosophy:

"One can't believe impossible things," said Alice.

"I daresay you haven't had much practice," said the Queen. "When I was your age I always did it for half-an-hour a day. Why, sometimes I've believed as many as six impossible things before breakfast."

Lewis Carroll, Alice's Adventures in Wonderland

A dramatic technological revolution has been brought in by the new millennium. We live in an increasingly diverse, globalized, and complex, media-saturated society. According to Dr. Douglas Kellner at UCLA, this technological revolution will have a greater impact on society than the transition from an oral to a print culture (Kellner, D., *New Media and New Literacies: Reconstructing Education for the New Millennium*).

Today's kindergarteners will be retiring in the year 2067. We have no idea of what the world will look in five years, much less 60 years, yet we are charged with preparing students for life in that world. As is in the educational literature, we are now preparing students for job that currently do not exist. Our students are facing many emerging issues such as global warming, ethics in areas of the use of technology and having to do with medical issues, famine, poverty, health issues, a global population explosion and other environmental and social issues. These issues lead to a need for students to be able to communicate, function and create change personally, socially, economically and politically on local, state, national and global levels.

Even kindergarten children can make a difference in the world by participating in real-life, real-world service learning projects. Legacy Prep Academies will show that you're never too young, or too old, to make your voice heard and create change that makes the world a better place. Emerging technologies and resulting globalization also provide unlimited possibilities for exciting new discoveries and developments such as new forms of energy, medical advances, and

restoration of environmentally ravaged areas, communications, and exploration into space and into the depths of the oceans. The possibilities are unlimited.

21st Century Skills -21st century skills will be woven throughout our curriculum, which is interdisciplinary, project-based, culturally responsive and college-ready. The Texas College & Career Readiness Standards will be infused in each content and elective area as a way of guaranteeing college-readiness by 9th grade. The curriculum will also embed the Texas Technology Application TEKS into the everyday curriculum also starting in Kindergarten as required by TEA to ensure technology literacy in our students.

The project-based curriculum will utilize the seven survival skills advocated by Tony Wagner in his book, *The Global Achievement Gap*:

- Critical Thinking and Problem Solving
- Collaboration across Networks and Leading by Influence
- Agility and Adaptability
- Initiative and Entrepreneurialism
- Effective Oral and Written Communication
- Accessing and Analyzing Information
- Curiosity and Imagination

The school's educational philosophy and pedagogy will be also based on the three R's of **Relationships, Relevance, and Rigor** (in that order!) from the Bill and Melinda Gates Foundation and Dr. Willard (Bill) Daggett's work at the International Center for Leadership in Education. Legacy Prep Academies will focus on:

- **Caring, Concerned Relationships:** The first order of business at Legacy Prep Academies will be the establishment of caring, concerned relationships developed in this small school environment with the faculty, leadership and community committed to each student's success. This will be shown through individualized achievement plans for students through *high expectations, commitment conferences, mentoring, and other relationship-based actions*. Recruitment of staff will be around this measuring stick, making sure those who come aboard do so with the understanding that this practice is a non-negotiable at Legacy Prep.
- **Relevance and Rigor in the Academic Program:** Relevance and rigor will be achieved through embedding the Texas College and Career Readiness standards into the everyday curriculum. The performance standards for the four content areas will be part of a teacher's

lesson planning, as much as the state standards will be. Although the College and Career Readiness Standards (CCRS) are organized into four distinct disciplinary areas, *English/language arts, mathematics, science, and social studies, there are elements that cut across one or more disciplines.* In fact, some skill areas span all four subject areas. Legacy Prep recognizes that it is important to identify the cross-cutting knowledge and skills that underlie and connect the four disciplinary areas. This has been addressed through the addition of a section of **cross-disciplinary standards**. The cross-disciplinary standards are organized into two major areas: **Key Cognitive Skills and Foundational Skills**. The Key Cognitive Skills specify intellectual behaviors that are prevalent in entry-level college courses. The list includes intellectual curiosity, reasoning, problem solving, academic behaviors, work habits, and academic integrity. Foundational Skills consist of proficiencies students need to be able to transfer knowledge and apply it across the curriculum. These include reading, writing, conducting research, understanding and using data, and using technology. Legacy Prep will have relevance and rigor accompanied by the inclusion of project-driven lessons that promote 21st century problem-solving while preparing students for their upcoming college or career environment. These projects will be tied to college-readiness standards and the TEKS that are most highly prioritized by business and community leaders, as well as most-often assessed on TAKS/STAAR/EOC. The yearly projects will be in all four content areas plus include a college-readiness one as well. Students will earn points each year on their projects while working towards the goal of earning a yearly Scholar Award in Kindergarten through 12th grade. ~~Students will be expected to earn points towards their College Scholar medal in three different areas:~~

- **Cross-Disciplinary Activities (30 pts)**
 - Accelerated Reading (30 AR pts = 10 Scholar pts)
 - Leadership – clubs, etc. (10 pts)
 - College Day – Presentation (10 pts)
- **College Readiness Standard Activities (50 pts)**
 - Career Project-Based Learning (10 pts)
 - ELA Project-Based Learning (10 pts)
 - Math Project-Based Learning (10 pts)
 - Science Project-Based Learning (10 pts)
 - Social Studies Project-Based Learning (10 pts)
- **Parental Support Activities: (20)**
 - Parent(s) attended workshop (10 pts)

- Parent(s) attended parent/student conference(s) (10 pts)
 - Parent(s) attended College Summit (10 pts)
- 80 pts = College Scholar**
100 pts = College Gold Scholar

This yearly expectation, combined with an end-of-the-year Recognition Ceremony, will help drive the motivation needed to succeed on to college ready to earn credit from day one!

- **A Data-Driven, Results-Based Model:** The focus will be on raising and maintaining student achievement by incorporating reliable diagnostic assessments and research-proven intervention and accelerations tools to lead Legacy Prep Academies to being Recognized and Exemplary schools according to the Academic Excellence Indicator System (AEIS) for the Texas Education Agency (TEA). These tools will be used at all levels of the school organization, including school leadership, teachers, students, and parents. Authentic assessment, through the use of Student Directed Learning (SDL) activities such as portfolios and student-generated success profiles using recent assessment data and goal-setting will be an ongoing part of the instructional environment. Two decades worth of research on intrinsic motivation states that the most effective way to keep students focused and interested in their academic achievement is to make sure they are involved in SDL type of instructional activities. Legacy Prep would require students to take part in leadership roles with involvement in student organizations and clubs. This too would lead to SDL outcomes of *learning self-efficacy*.

The teacher portion of the data analysis practice will take part in Professional Learning Communities (PLCs). There the professional dialogue around data, student work, lesson planning and professional development will keep the instruction student-centered and focused. Both teachers and students must look at the data, reflect on it, and set goals towards future assessment performance.

- **Required Parent/Student/Teacher Agreements:** Legacy Prep Academies will require parents, students, and teachers to sign a agreement similar to the one developed by existing Recognized status Life Charter Schools that states they will take part in the Parent Points Program. This program encourages parent participation each semester through a variety of activities to earn points that lead to their recognition during the valued Parent Appreciation

Vision of the School

- *PP. 18-20: Remove the parent requirements for students to earn points towards a college scholarship medal as parent involvement cannot be required at a public school.*
 - Please replace the verbiage from the lower part of page 18 to the upper part of page 19 with the following:

Students will be expected to earn points towards their College Scholar medal in two different areas:

- **Cross-Disciplinary Activities (30 pts)**
 - Accelerated Reading (30 AR pts = 10 Scholar pts)
 - Leadership – clubs, etc. (10 pts)
 - College Day – Presentation (10 pts)
- **College Readiness Standard Activities (50 pts)**
 - Career Project-Based Learning (10 pts)
 - ELA Project-Based Learning (10 pts)
 - Math Project-Based Learning (10 pts)
 - Science Project-Based Learning (10 pts)
 - Social Studies Project-Based Learning (10 pts)

80 pts = College Scholar Award

This yearly expectation on the part of the students, combined with an end-of-the-year Recognition Ceremony, will help drive the motivation needed to succeed on to college ready to earn credit from day one!

APPROVED DURING CONTINGENCY PROCESS

- *P. 19: Describe the "reliable diagnostic assessments" to be used by the charter.*

p. 19

These include

Assessment	Annual	Per Assessment	Per Student
STAR Early Literacy	\$ 1,838	\$ 613	\$ 6.86
DIBELS	\$ 5,423	\$1,808	\$20.24
TPRI	Paper \$13,098	\$4,366	\$48.87
	Handheld \$11,190	\$3,730	\$41.75

The STAR Early Literacy will more than likely be used since it is less expensive and has research attesting to its value in comparison to the other two better known assessments listed above.

APPROVED DURING CONTINGENCY PROCESS

**REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.**

Banquet given each year. When parents participate in school functions, it will also add up to points that can turn a silver Scholar into a GOLD Scholar!

Each parent at Legacy Prep will be asked to:

- Observe their child one hour each semester (parents with multiple children will be able to divide the time between children; i.e. 2 children = 30 minutes per child, 3 children = 20 minutes per child, etc.)
- Attend one of the parent meetings offered each semester
- Earn a total of five points each semester by participating in various opportunities, including but not limited to:
 - o Leading a parent meeting, being a lead room parent, completing an additional one hour of classroom observation (worth 4 points each)
 - o Attending one additional parenting class, acting as chairperson for a special event, serving 1½ hours of cafeteria duty (worth 3 points each)
 - o Attending Fine Arts performances or athletic competitions, returning the Parent Survey/Evaluation form at the end of the school year (worth 1 point each)

Through these commitments, parents will gain insight into how their child learns, build rapport with the faculty/staff, and obtain knowledge/resources that should enable them to be a more effective parent. As parents take ownership of their child's education and actively participate in that education and the school, the child will become more engaged and successful.

- **High Expectations and Increased Time:** Students at Legacy Prep Academies will be held to higher standards of expectation. This is based on research stating that high expectations for culturally and language diverse learners leads to higher academic gains that can be felt all the way to post secondary achievement. The time in school each week will be extended beyond the typical public school day and students will attend additional days of school each year based on funding allocations to reach the high standards set by the community and the school. Among the high expectations is the requirement for the students to learn at least one new language and be exposed to another in depth. They will also develop and publish technology products that address curriculum targets. All students will produce curriculum products that will have authentic audiences, increasing the rigor and relevance significantly. When students produce the educational resource materials and in essence teach it to others, their mastery of concepts increases significantly. As mentioned by Marshall McLuhan, as early as 1967,

- *P. 20: Explain what is meant by, "...students will attend additional days of school each year based on funding allocations...." Confirm your understanding that the charter can only receive funding for each student for a maximum of 180 days per year.*

As shown by numerous studies, including those done by Meta-Metrics, the organization that came up with the Lexile reading levels, loss of academic achievement, especially for poverty-level children during the summer vacation. Legacy Prep Academies will tackle this issue by looking for alternative funding to fund extra days of school during the summer.

We understand that the charter can only receive funding for each student for a maximum of 180 days per year.

APPROVED DURING CONTINGENCY PROCESS

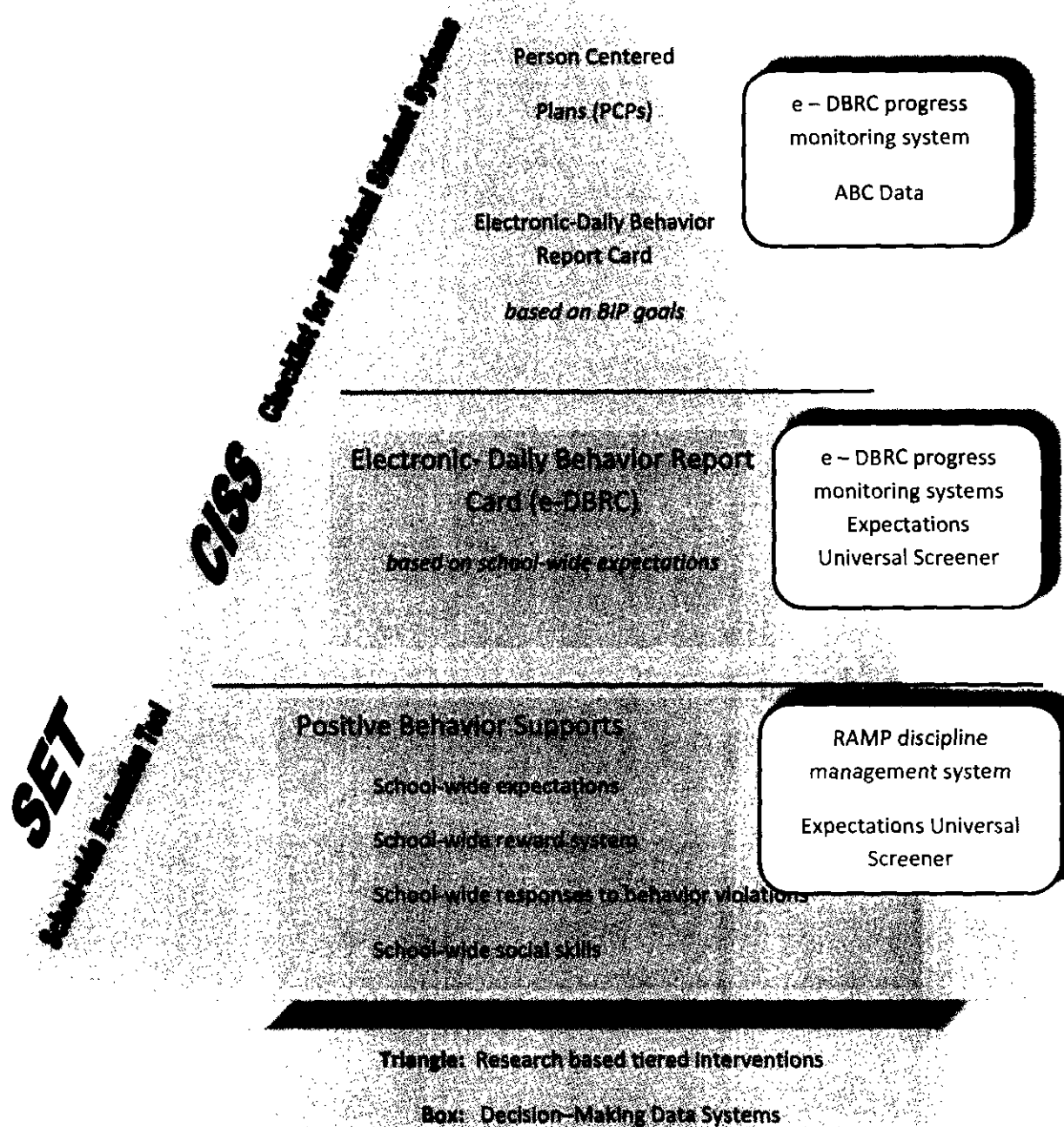
“Today’s child is bewildered when he enters the 19th century environment that still characterizes the educational establishment where information is scarce but ordered and structured by fragmented, classified patterns, subjects, and schedules.” We must now create schools that ready students for a globally technological world, while making sure the creative side of their nature is not squelched.

<http://www.youtube.com/watch?v=dGCJ46vyR9o&feature=user>

- **Character and Leadership Development:** With the emphasis on character and leadership, our students will exemplify traits such as **responsibility, respect, trust, and safety** to empower them to overcome the challenges they will face in their lives. These four words will be the foundational building block of the behavior Response to Intervention (RtI) model the campuses will use help students embody those traits. This behavior RtI model is replicated after the one in Pflugerville ISD, which has cut down their referral rates tremendously at elementary, middle, and high schools by implementing this system. The main premise of this promising model is this: When trained staff finds and uses constant models of what responsibility, respect, and safety “look like” in an everyday setting, then by the time the students get to high school, they have had, in fact, hundreds of examples of what those three words mean and look like in behavior. For example, a teacher who sees a student running down the hall will not call out to the student to slow down and go back and walk it. Instead, the teacher will say to the student, “The way you are running down the hall is not safe. Please go back and walk it in a safe manner”. After three years of this type of trained intervention in Pflugerville ISD, referrals at each of the school levels have been significantly reduced.

In addition to this behavior RtI model, the Conversation, Help, Activity, Movement, and Participation (CHAMPs) classroom management program can be used within a Response to Intervention (RTI) framework to promote positive student attitudes and behavior. Capturing Kids Hearts, a relationship-building program, will also be part of the Legacy Prep Academies. Capturing Kids’ Hearts provides tools for administrators, faculty and staff to build positive, productive, trusting relationships — among themselves and with their students. These processes can transform the classroom and campus environment, paving the way for high performance.

Tiered System of Supports Behavior



**REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.**

- **Parents as Partners Program:** Legacy Prep Academies recognizes that parents are the first teachers and a key component to school success. Parents must commit to staying involved in their children's education by participating in the Parents as Partners Program. Parents earn semester points by attending a classroom observation of their child in a core classroom setting and participating in each semester's student, teacher and parent conference to review the student's Individual Plan (ILP) progress for the year. Indeed, without the parent points, a student will not be able to earn the coveted Gold Scholar award each year. Additional expectations would include attendance at seminars, parent academies, college field trips with the school, and volunteer opportunities on the campuses. These parent expectations will create an ongoing triangle of respect and collaboration between the parent, teacher and child.
- **Educational Innovations:** We are committed to innovation as our schools prepare students for their futures and break from status quo practices. As technology continues to advance, it will alter the workplace, career opportunities, homes, personal lives and the educational setting. Legacy Prep is committed to being a leader in educational changes. The innovations that will distinguish Legacy Prep Academies from other schools are described below.

By setting high standards for everyone involved with the school we will create a positive environment of dedication, commitment and self-discipline, charting a new course of students, their families, the community and the educational environment of our area.

b) Discuss the educational innovations that will distinguish this school from other schools.

Legacy Prep will use research-based instructional programs with the Texas College Readiness standards and the Texas Technology Application TEKS embedded into the everyday curriculum to bring students and parents a rigorous college-ready education.

Early Childhood Grades - Early childhood grades at Legacy Prep Academies will begin with Montessori-styled learning. In the calm, ordered space of the Montessori-prepared environment, children will work on activities of their own choice at their own pace. They will experience a blend of freedom and self-discipline in a place especially designed to meet their developmental needs. The student is able to solve problems independently, building self-confidence, analytical thinking, and the satisfaction that comes from accomplishment. This builds a strong foundation for the project-based learning that will begin in later grades.

- *P. 23: Remove the parent requirements for students to earn points towards a college scholarship medal as parent involvement cannot be required at a public school.*

Please replace the Parents as Partners paragraph with the following:

- **Parents as Partners Program:** Legacy Prep Academies recognizes that parents are the first teachers and a key component to school success. Parents will be offered the opportunity to stay involved in their children's education by participating in the Parents as Partners Program. Parents can earn semester points by attending a classroom observation of their child in a core classroom setting and/or participating in each semester's student, teacher and parent conference to review the student's Individual Plan (ILP) progress for the year. Additional opportunities would include attendance at seminars, parent academies, college field trips with the school, and volunteer opportunities on the campuses. Parents would then be celebrated at a parent end-of-year ceremony for their points earned due to their involvement in Legacy Prep.

These parent opportunities will help create an ongoing triangle of respect and collaboration between the parent, school, and child.

Montessori observed that when children are allowed freedom in an environment suited to their needs, they blossom. After a period of intense concentration, working with materials that fully engage their interest, children appear to be refreshed and contented. Through continued concentrated work of their own choice, children grow in inner discipline and peace. She called this process "normalization" and cited it as "the most important single result of our whole work" (The Absorbent Mind, 1949). She went on to write,

Only "normalised" children, aided by their environment, show in their subsequent development those wonderful powers that we describe: spontaneous discipline, continuous and happy work, social sentiments of help and sympathy for others. . . . An interesting piece of work, freely chosen, which has the virtue of inducing concentration rather than fatigue, adds to the child's energies and mental capacities, and leads him to self-mastery. . . . One is tempted to say that the children are performing spiritual exercises, having found the path of self-perfectionment and of ascent to the inner heights of the soul. (Maria Montessori, The Absorbent Mind, 1949)

E.M. Standing (Maria Montessori: Her Life and Work, 1957) lists these as the characteristics of normalization: love of order, love of work, spontaneous concentration, attachment to reality, love of silence and of working alone, sublimation of the possessive instinct, power to act from real choice, obedience, independence and initiative, spontaneous self-discipline, and joy. Montessori believed that these are the truly "normal" characteristics of childhood, which emerge when children's developmental needs are met. Legacy Prep will strive to bring these important learning characteristics to our diverse learners, in hopes of equalizing any learning gaps with which they may come to school.

The Early childhood grades will not only be set in a Montessori environment, but a dual-language one as well. One area where language researchers agree is that the quality of the interactions with young children is critical for language development. Young children are capable of full competence in two or more languages. It is up to the adults to provide a continuous enriched language environment that supports both languages. As stated by Rafael Guerra, CEO of the East Coast Migrant Head Start Project,

As teachers of dual language learners, we must remember the use of the **three R's**: **Recognize** - acknowledge what the child knows, **Respect** - value the knowledge, culture and language the child brings to the classroom, **Respond** - introduce English as another way of saying things.

Legacy Prep schools will honor the home language the Hispanic student will bring to the campuses and encourage them to learn English in a relevant, content-driven setting while English-dominant students do the same, learning Spanish in this dual-language setting.

Technology: Technology will be age-appropriate as per the Texas Technology Application TEKS. Internet safety and appropriate Net Etiquette will be part of the embedded instruction. Required projects will be researched online and can be displayed in this environment as well.

Parental Component: Dual language learning can be a confusing concept for parents, particularly if parents themselves are not bilingual. Given how strongly many parents value English acquisition, they may be hesitant to develop their child's native language for fear that it could interfere with the child's English development. However, research shows that early dual language exposure does not delay development in either language. In fact, studies indicate that developing two languages benefits the brain through the development of greater brain tissue density in areas related to language, memory, and attention. So parents can support the dual language development of their child by helping to develop their child's native language. The stronger the home language skills, the easier it is to learn a second language. Once concepts are learned in the native language, only labels and structures need to be taught in the second language. Families will be encouraged to talk, read, and sing to the child in the home language. This will promote continuous development of the child's first language while the child also is acquiring English at Legacy Prep. Giving importance and value to the child's home language and culture will foster stronger family relationships while building important language and literacy skills.

Middle Elementary Grades- Students in 5th grade and beyond will not only continue their Spanish-language learning through selected content areas each year, they will also have Chinese introduced as a third language opportunity. Why Chinese? China has more than 1.3 billion inhabitants, and as is seen in several educational U-Tube vids, has more honor students than the USA has students. Globalization, outsourcing, free trade: the world is changing, and even if the USA and the European Union continue as important actors in the world scene, they must compete with other countries, most of all – China. Since joining the World Trade Organization (WTO) China brings a growing economy, solid commercial balance and big foreign money reserves. China currently has the second largest economy in the world. To take advantage of this huge economic shift and opportunities, learning to speak Chinese is a way to give our children an advantage in the increasingly competitive business world. Between equal foreign competitors

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

- *P. 25: Explain how students with first languages other than English or Spanish will be served.* Students with first languages other than English or Spanish will be served through an ESL program using ESL strategies depending on the language-level of the ESL students. All teachers will be trained in Sheltered Instruction Observation Protocol (SIOP) strategies so they can use them with the different language level found in their classrooms.
- Define SIOP and elaborate on the SIOP strategies that will be employed.

The SIOP Model includes teacher preparation, instructional indicators such as comprehensible input and the building of background knowledge. It comprises strategies for classroom organization and delivery of instruction.

Teacher Preparation

1. Teachers write clearly defined content objectives on the board for students. These objectives are reviewed at the beginning of a lesson and students should state at the end of the lesson whether the objectives have been met.
2. Teachers should write clearly defined language objectives on the board for students at the beginning of a lesson. Students state at the end of the lesson whether the objectives have been met
3. Concepts taught should be appropriate for the age and educational background of students, Teachers must consider the students' L1 literacy, second language proficiency, and the reading level of the materials.
4. Supplementary materials are used to promote comprehension. These include charts, graphs, pictures, illustrations, realia, math manipulatives, multimedia, and demonstrations by teacher and other students
5. Content must be adapted to ELL's needs through use of graphic organizers, outlines, labeling of pictures, study guides, adapted text, and highlighted text.
6. Meaningful activities integrate lesson concepts with language practice opportunities in listening, speaking, reading, and writing.

Indicators of Instruction:

Building Background

1. Concepts should be directly linked to students' background experience. This experience can be personal, cultural or academic.
2. Links should be explicitly made between past learning and new concepts.
3. Key vocabulary is emphasized. New vocabulary is presented in context. The number of vocabulary items is limited.

Comprehensible Input

1. Use speech that is appropriate for students' language proficiency.
2. Make the explanation of the task clear using step-by-step manner with visuals.
3. Use of a variety of techniques to make content concepts clear. Teachers need to focus attention selectively on the most important information. Introduce new learning in context. Help students learn strategies such as predicting, summarizing.

Strategies

1. Provide ample opportunities for students to use learning strategies. Learning strategies should be taught through explicit instruction. You want students to develop independence in self-monitoring.
2. Consistent use of scaffolding techniques throughout the lesson. Introduce a new concept using a lot of scaffolding and decrease support as time goes on. Restate a student's response or use think-alouds
3. Use of a variety of question types, including those that promote higher level thinking skills.

Interaction

Provide the following for ELLs:

1. frequent opportunities for interactions about lesson concepts which encourage higher level thinking skills.
2. grouping which supports language and content objectives. Cooperative groups, buddies, pairs, large and small groups
3. ample wait time for responses
4. opportunities for clarification in native language, if possible.

Application

Lessons should include:

1. hands-on materials or manipulatives for student practice.
2. activities for students to apply content and language knowledge in the classroom.
3. activities that integrate all language skills :listening, speaking, reading and writing.

Lesson Delivery

1. Content objectives supported by lesson delivery.
2. Language objectives supported by lesson delivery.
3. Students engaged 90% to 100% of the period.
4. Pacing of the lesson appropriate to students' ability level.

APPROVED DURING CONTINGENCY PROCESS

courting a Chinese company, who will the company choose to associate with: a Chinese-speaking foreigner or a foreigner with a translator? And finally, learning another language gives one another viewpoint. When a child uses a word, this word also triggers associations in the brain, brought about by the other languages the child knows. The numerous mental associations playing in the brains open new ideas and give a new cultural reference points to the learner of this new language.

Technology and College Readiness standards: These will continue to be embedded into these grades in preparation for New Tech Middle School starting in grade 7.

Middle School – High School Grades- The New tech High concept will begin as early as 7th grade. **Project-based learning** is at the heart of that instructional approach. In *project-based learning*, learning is contextual, creative, and shared. Students collaborate on content and college-readiness projects that require critical thinking and communication. By making learning relevant to them in this way, student engagement reaches new levels. This higher level of engagement is associated with better educational outcomes. Students at the Legacy Prep Academies will build relationships with municipal and business entities, which can help their student-teams with relevant and real-time solutions for their project-based problems.

The smart use of **technology** supports the New Tech innovative approach to instruction and culture. All classrooms have a one-to-one computing ratio. With access to Web-enabled computers and the latest in collaborative learning technology, every student becomes a self-directed learner who no longer needs to rely primarily on teachers or textbooks for knowledge and direction. The use of an online learning management system to create a vibrant network will helps students, teachers, and parents connect to each other, and to student projects, across the country. All of this combined with teachers who weave into the everyday curriculum the Texas Technology Application TEKS will assure technology-literate learners.

Finally, each New Tech school maintains a **culture** that promotes **trust, respect, and responsibility**. At New Tech schools, students and teachers alike have exceptional ownership of the learning experience and their school environment. Working on projects and in teams, students are accountable to their peers and acquire a level of responsibility similar to what they would experience in a professional work environment.

This approach is working. New Tech students are achieving significant educational attainment. All New Tech students who applied to a two-year college were accepted; 85 percent of those applying to a four-year college were accepted. New Tech students are exceptional because they *teach and assess the skills they need to succeed in life, college, and the careers of tomorrow.*

- *P. 26: Provide an explanation with data about the success of the "New Tech Students".*

In 2009-10, New Tech Network (NTN) schools demonstrated high levels of student engagement and continued growth along several measures of academic progress. Results on Reading and Science achievement, college acceptance rates, and behavioral indicators point to strong performance levels among many New Tech schools.

Achievement Highlights

- 70% met or surpassed comparison schools on their state tests' English/Language Arts proficiency rates, as did 52% in Math, and 65% in Science.
- 75% of demonstration schools* outperformed comparison schools in Math, compared to 47% of non-demo sites.
- 50% increased their proficiency rates in ELA, Math and Science from 2008-09 to 2009-10.
- The 1-year graduation rate across New Tech sites was 95%; the 4-year cohort graduation rate was 80%, compared to 69% nationally**
- 71% of 2010 NT graduates enrolled in college
- 91% average attendance rate across all schools

Graduation Rates

In 2009-10, the annual graduation rate was 95% and the 4 year cohort rate was 80%. Among sites that reported 4-year cohort graduation rates, 3 of 10 had rates between 90-100% while an additional 4 sites had rates between 80-89%. All but 3 sites surpassed the national average of 69% (*Note: Latest available data from 2008, Alliance for Excellent Education*)

Behavioral Indicators

NT schools displayed high rates of attendance and low drop out and suspension rates in 2008-09.

- Average Attendance Rate: 91%
- 1 year drop-out rate: < 1%

College-Readiness Component - Dual-Credit

Legacy Prep will operate as an early college type of high school, offering dual credit opportunities starting from 9th grade. Why start that early? Research on hundreds of early college high schools bears out the following significant benefits:

For Students: Free college courses with support motivates students to accelerate: Completed college coursework is a strong signal of college readiness; already college students by high school graduation;

• **For Schools, Districts, and Postsecondary Institutions:** Alignment of high school college- and career-ready standards with college courses; students enter college without need for remediation;

• **For States:** Return on the investment in lower cost to degree completion, more college graduates.

Research from Experimental and Quasi-Experimental Research from Job For the Future (JFF) findings show that:

- Early college students are enrolling and progressing in key college preparatory classes at a higher rate compared to control group students.
- The ECHS design is closing the achievement gap for students of color.
- Early college students outperform their peers in comparison schools.
- On average, early college graduates earn more than 20 college credits (before they graduate!).
- 39 percent of graduates at early college schools open for four or more years earned more than one year of transferable college credits while in early college.
- 25 percent of graduates at early college schools open for four or more years earned two years of college credit or an Associate's degree.
- 86 percent of early college graduates in 2009 went on to some form of postsecondary education in the fall of that year.

These statistics prove that high expectations woven through college-readiness standards create college-bound students. For that reason, a college-ready, character/leadership/service component is evident throughout all aspects of Legacy Prep Academies from PK to graduation.

Increased rigor and relevance requires student ownership for their learning through Individual Learning Plans (ILPs). Legacy Prep Academies will also operate on an innovative schedule that provides students more time for academic and diverse learning opportunities. The two features that we feel create particularly important initiatives for the state of Texas are the Spanish/English

- *P. 27: Confirm your understanding that being recognized as an Early College High School (ECHS) is a separate process from the application for charter and that that designation must be through a separate application process at a later time.*

We confirm the understanding that being recognized as an Early College High School (ECHS) is a separate process from the application for charter and that that designation must be through a separate application process at a later time.

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Dual language curriculum within a Montessori environment, which builds a strong foundation for project-based learning that makes up the New Tech secondary program. This unique combination will motivate and engage students, necessary components in keeping kids in schools. This environment will include college-readiness activities starting in Kindergarten and build all the way through students in 12th grade ready to graduate with accumulated college credit. The college emphasis will be felt in every grade, every day.

Why is it important to put a strong, focused emphasis on college-readiness? As mentioned by College Knowledge author David Conley, there are four things students must prepare for during their K – 12 years to succeed in a college setting:

- Having an understanding of the key knowledge that prepares them for entry-level courses.
- They need a set of cognitive strategies that allow them to apply in complex ways what they know and are learning. They must be able to select strategies to formulate a problem, conduct independent research, interpret conflicting explanations of a phenomenon, and express themselves appropriately in writing and speech.
- Third, they need to be able to manage themselves. This means setting goals, studying individually and in groups, managing their time and being persistent with challenging tasks.
- Finally, they need to know everything involved in the process of selecting, applying, securing financial aid, and then getting along with professors and students with diverse opinions and backgrounds once they get there. (Conley, 2010)

Students who master these four dimensions of college-readiness have strong “college knowledge”. Legacy Prep Academies will work tirelessly to ensure that students not only have academic college “know-how”, but also have the psycho-social traits needed to successfully navigate the higher ed system. As mentioned previously, teachers will plan their curriculum to include the cross-disciplinary standards of Key Cognitive Skills and Foundational Skills students need to acquire “college knowledge”.

One of the ways that Legacy Prep will ensure the mastery of the last two components mentioned above will be through the AVID-type strategies. AVID, which stands for Advancement Via Individual Determination, is designed to give the necessary support to students who come from homes whose parents have not attended college. This support helps students, particularly those in

the academic middle, so they can go to college and reach their fullest potential. It also serves to level the playing field for minority and low-income students, as well as students who may be the first in their families to potentially attend college. The AVID-type strategies serve to support students by teaching and reinforcing study and organizational skills, encouraging students to take more rigorous and challenging classes, providing skills necessary to succeed in a college (public speaking, interaction with professors, etc.), and ultimately preparing them for success at four-year colleges. There is one simple philosophy: if high expectations and support are offered, students will rise to the occasion. Studies have shown that using AVID-type strategies are working to increase the number of students prepared for college; Watt, Huerta, and Lozano (2007) found that students trained in these strategies had higher aspirations, college knowledge, and academic preparation when compared to their peers.

Over the past three decades, AVID-trained students realize their dreams of a post-secondary education; in 2008, 87% of all AVID students applied to a four-year college and 78% of all AVID students were accepted to four-year colleges. In addition, Guthrie and Guthrie (2000) found that the majority of AVID students studied were attending four-year colleges and were on track to graduate in four or five years; more than half of them were maintaining A and B averages in college. Nelson (2007) lists several skills necessary for success in post-secondary education, including organization and study habits, effective questioning and active learning, class participation, and the ability to synthesize information. All of these “success-prep” (Nelson, 2007, p. 74) skills are supported by the AVID program in an effort to close the achievement gap and better prepare students for our global society. Legacy Prep students will look to their educational careers as being K – 16 and beyond, NOT K – 12!

College Timeline

It's never too early to start thinking about college for Legacy Prep Academy students! What will separate Legacy Preparatory from other schools? Legacy Preparatory pedagogy fits within the framework of Partnership for 21st Century Skills. Our K-6 grades will grow academically and socially in a college readiness atmosphere that will prepare each learner from day one to be a college-bound graduate:

K-6th Grade

K-6th grades will carry a college preparatory tone from day one. The purpose is to create a “college going culture” in the hearts and minds of students and parents early in their school

careers. Many students who live in low economic areas do not have the dream of obtaining a college degree. The learner's parents may not have finished high school, may have emigrated from another country, or had to start a career at an early age. At Legacy Prep Academies, students are constantly inundated in the world of college. They will know where their teachers and administrators attended college. They will visit their college partner annually and even participate in college activities. In the high school grades they will take dual credit college classes. By the time they graduate from this innovative college charter school they may have up to 60 college hours or two years of college. How will this be done?

Grades K – 2

- Teachers of grades K – 2 will post their college attended outside their door along with their name.
- A field trip for a picnic will be planned and implemented during the school year in order for the students to visit the college campus.
- All students will write papers weekly on their plans for attending college. Sentences will contain number of words in the sentence the same as the number of years of the student. For example if the student is five years old, his/her sentence will be five words long such as, I will go to college. I like to go to school, etc. [Note: Daily or weekly writing will prepare the students for the 4th grade writing TAKS]

Grades 3 – 6

- Teachers of grades 3-6 will post their college attended outside their door along with their name.
- A yearly field trip for a picnic will be planned and implemented during the school year starting in 3rd grade in order for the students to visit the college campus. College students will speak to the students and have them tour the campus
- All students will do their college/career project yearly as part of their College Readiness Standard Activities expectation. Fourth grade will have after school tutoring for TAKS Writing practice.

Grades 7 – 8

- Teachers of grades 7 – 8 will post their college attended outside their door along with their name and subject.

- *P. 30: Explain what college campuses the students will visit. It appears that the intent is for students to visit the campuses where their teachers attended college. Explain how this will be accomplished for students whose teachers attended college far from the Metroplex.*

The intent on P. 30 was to have students visit their campuses college partner, not the teacher's college. The college partner would be the local college found nearby, for example, Eastfield CC, TX &AM Commerce (Mesquite annex), etc.

APPROVED DURING CONTINGENCY PROCESS

- Several trips, (possibly one a semester) will be taken to the college sponsoring their school. During the trip, students will have an opportunity to participate in college activities. They may attend an English lecture, a fine arts production, and/or special guest speakers. •Students in grades 7 – 8 will be strongly encouraged to take pre-AP classes in core subjects since they will be enrolled in college classes in grades 9 – 12.
- Teachers in core subjects must make sure that students are ready in their core subjects to pass all tests and course work including the STAAR writing, reading, math, and in 8th grade the addition of science and social studies.
- During the summer after 7th and 8th grade special college camps will be available with the partnering college in order for the students to transition easily into high school and college classes once they reach the 9th grade.
- Choose College/University of Intent – Picture of 7th/8th grade student with Logo/Pennant posted in hall near classroom or entrance of building foyer/hall

Grades 9 – 12

- Students will begin taking actual college classes. Basic PE classes or Fine Arts college classes may be used in the 9 – 10th grades. Online courses will also be an option for dual credit courses.
 - Use of Career Cruising, or a similar online career guidance and planning system will begin. Students will use these tools to find the right career, explore education and training options, and build their own web-based college portfolio.
 - Dual credit classes can begin as early as 9th grade, according to TEA policy, for qualifying students.
 - Letter of Admission Application submitted to College/University of choice before graduation
- The following is a general timeline of actions/practices by grade students will be required to do in order to prepare for their upcoming college career:

9th Grade

- Maintain “A” and “B” grades in college prep courses (especially math, science and foreign language(s)).
- Read extensively and form a study group with other students to train in study skills.
- Develop extracurricular interests (join a team or club). Join *National Honor Society* (NHS).
- Take the PSAT in October if Algebra I (“C” or better) has already been completed.
- Meet with students who do not meet the current PSAT testing requirement in a PSAT to help them prepare for the PSAT.

- *PP. 30-31: Explain what is meant by, "They will visit their college partner annually and even participate in college activities." List the colleges that have agreed to allow Legacy to participate in their activities.*

As mentioned on page 31, students will have the opportunities to take part in fine arts activities (which are open to the general public), an English lecture (the Legacy superintendent has contacts at Richland college), and special guest speakers (many times also open to the public).

In addition to these activities, colleges invite schools to visit during the school year in anticipation of possibly receiving these students after they graduate.

APPROVED DURING CONTINGENCY PROCESS

- *P. 31: Confirm that State Board of Education and commissioner rules will be followed concerning what college courses can be taken for dual credit.*

State Board of Education and commissioner rules will be followed concerning what college courses can be taken for dual credit.

- *P. 31: Confirm your understanding that any courses offered through distance learning technologies, such as, but not limited to, satellite, Internet, two-way video-conferencing, online courses, the Texas Virtual School Network, and instructional television, will comply with 19 Texas Administrative Code (TAC) 74.23 and that any shift in focus from traditional instructional methods to a primary use of technology to deliver instruction will require approval of a substantive charter amendment request by the commissioner of education.*

We understand that any courses offered through distance learning technologies, such as, but not limited to, satellite, Internet, two-way video-conferencing, online courses, the *Texas Virtual School Network*, and instructional television, will comply with 19 Texas Administrative Code (TAC) 74.23 and that any shift in focus from traditional instructional methods to a primary use of technology to deliver instruction will require approval of a substantive charter amendment request by the commissioner of education.

- Begin talking about the college essay, what makes applicants stand out from others (grades, community services, leadership positions, extra-curricular activities, etc.)
- Bring college professor to campus to meet with students on college-level expectations.
- Take a fieldtrip to a local college with parents if possible.

10th Grade

- Continue A-G academic course pattern (include dual credit, Honors, and AP courses if possible).
- Have qualified students enroll in AVID-type classes.
- Offer Latin as an Independent Study class (possibly online) for vocabulary development.
- Have an “On-Track for College” meeting with the counselor to look at needed credits, credit recovery needs, etc.
- Take PSAT in October to “practice” for SAT/ACT (ex: SAT II in Bio or World History in June).
- Write a “practice” college essay, based on current experiences. Work with counselor to find gaps or weak areas.
- Consider which colleges may be of interest according to size, location, majors, etc.
- Talk with different College Reps at College Fairs.
- Continue to develop extracurricular, volunteer and community service activities.
- Read extensively to increase vocabulary.
- Start a personal profile at collegeboard.com. Sign up through their website for the “one test item a-day” opportunity for daily practice.
- Consider summer programs, travel enrichment (with a journal kept for future reference).
- Continue to visit colleges in the area.
- Take the October PSAT .

11th Grade

- Continue appropriate and challenging dual credit course work.
- Re-take the October PSAT .
- Visit colleges, send for brochures about summer programs and talk with college counselor.
- Volunteer in your community and join student organizations at Global Studies. Continue developing leadership skills.

- P. 32: Explain what is meant by A-G academic pattern courses.

A-G Requirements

In order to be eligible to attend many colleges as a freshman, one must take certain classes in high school. These classes are known as the "A-G Subjects:"

- History/Social Science - 2 years required:** One year of U.S. History or ½ year of U.S. History and ½ year of civics or American Government. CSU requires one additional year of Social Science. UC requires one year of world history, cultures, and geography.
- English - 4 years required:** Four years of English. Classes must include one year of English.
- Mathematics - 3 years required:** Three years of mathematics. Classes must include algebra.
- Laboratory Science - 2 years required, 3 years recommended:** CSU requires one biological and one physical. UC requires classes in at least two of the following areas: biology, chemistry, and physics.
- Language Other Than English (Foreign Language) - 2 years required, 3 years recommended:** At least two years of the same language.
- Visual & Performing Arts - 1 year required:** One yearlong course in dance, drama/theatre, music, or visual art.
- College Preparatory Electives - 1 year required:** One additional year in any of the above A-F areas or other approved elective.

One must get a "C" or better in each of these classes. Additionally, one needs to complete eleven of the fifteen a-g requirements by the end of the junior year in order to be eligible. Many private colleges and universities require similar high school classes.

- ✓ P. 32: Describe "Global Studies organizations".

Global Studies addresses some of the most challenging global issues through teaching, research, and public policy activities. They include: global climate change, justice and human rights, pandemics and global health, migration and global households, the role of global cities, world heritage, religious conflicts and rights, and economic and social development under globalization.

Global Studies focuses its intellectual efforts on four major areas:

- *Globalization processes* such as investment and trade, media, transnational movements, pandemics
- *Particular global issue areas* such as climate change, environmental degradation, human rights and justice, and built heritage
- *Global institutions* and international organizations that address particular global issues, e.g., UN agencies such as the World Bank; international

non-governmental organizations dealing with issues such as humanitarian assistance; national agencies, e.g., the State Department

- *Global Processes and Place* How does globalization play out in cities and regions? How do local cultures adapt to, modify, and diffuse global norms and processes?

Students are challenged to undertake imaginative, innovative and rigorous scholarship to better understand and address global challenges. They will do so through high school debate, relevant projects, and problem-solving.

- P. 32: Explain what is meant by “A-G academic courses pattern.”

Clarify if the response provided is outlining course completion requirements needed prior to a student enrolling in college level courses or if it is an intended graduation plan.

A-G Requirements

In order to be eligible to attend many colleges as a freshman, one must take certain classes in high school. These classes are known as the "A-G Subjects:"

- History/Social Science - 2 years required:** One year of U.S. History or ½ year of U.S. History and ½ year of civics or American Government. CSU requires one additional year of Social Science. UC requires one year of world history, cultures, and geography.
- English - 4 years required:** Four years of college preparatory English
- Mathematics - 3 years required, 4 years recommended:** Classes must include the topics of algebra, geometry, and intermediate algebra. Approved integrated math courses can also fulfill this requirement.
- Laboratory Science - 2 years required, 3 years recommended:** CSU requires one biological and one physical. UC requires classes in at least two of the following areas: biology, chemistry, and physics.
- Language Other Than English (Foreign Language) - 2 years required, 3 years recommended:** At least two years of the same language.
- Visual & Performing Arts - 1 year required:** One yearlong course in dance, drama/theatre, music, or visual art.
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One must get a "C" or better in each of these classes. Additionally, one needs to complete eleven of the fifteen a-g requirements by the end of the junior year in order to be eligible. Many private colleges and universities require similar high school classes.

The above listed criteria are a “nationally-accepted/recognized” basic high school graduation plan. This will be a foundational plan at legacy Prep, since its will strive towards graduating students with several hours of college credit, whenever possible.

Legacy Prep confirms the understanding that the charter will adhere to graduation requirements as outlined in 19 Texas Administrative Code Chapter 74 Curriculum Requirements Subchapter F Graduation Requirements.

- Become part of several fitting organizations: National Merit/National Hispanic/Achievement Scholars programs, etc.
- Register for SAT I & IIs and the ACT for May and June. Take SAT subject tests in two different areas. Advanced Placement will take the March SAT I Reasoning or ACT with Writing (May APs) and 2 June SAT IIs.
- Keep track of all activities, especially volunteer hours (have students develop something to be passionate about or develop an “expertise” in an area).
- Develop a “brag sheet” or resume (necessary for college recommendations and scholarships). Align it with your college essay.
- Participate in summer programs, read, and travel...Visit colleges that are of special interest.
- Participate in a “Week-end at College”, sleeping in the dorm and attending functions. Find those that allow parent participation.
- Develop list of colleges – “sure bets”, “pillows,” and “dream schools.”
- Visit College Counselor frequently...and pay attention in Senior Seminar!
- Begin learning about the financial aid process and scholarship opportunities.
- Take community college courses to demonstrate your ability to do college coursework.
- Have parent meeting about financial aid for college to “begin the conversation”.

12th Grade

- Ask for teacher recommendations and Secondary School Reports (Beltran) by NOVEMBER 1ST.
- Repeat SAT II in October, and ACT/SAT I in November.
- Make sure test scores are sent to UCs/colleges by SAT and ACT by checking online for score report requests.
- Read monthly SENIOR COLLEGE BULLETINS for updates.
- Send OFFICIAL transcripts to private colleges with your applications by middle to end of first semester.
- Take community college English and Math placement exams.
- Fill out FAFSA/GPA Verification Forms (financial aid) by early second semester.
- Begin applying for scholarships (check Senior Bulletins, College Center and websites like fastweb.com) in first semester.
- Have college reps talk to parents about financial aid opportunities.

Legacy Prep Academies will accomplish the vision by the following educational innovations:

Individual Learning Plan (ILPs): Known in most educational research as an *individual learning plan*, the ILPs will be developed by the teacher/s, student, and parent/s to plan, monitor, manage and evaluate each student's achievements by identifying the student's needs as well as interests and aptitudes, then determining projects and interventions to address them.

The unique feature of the student's ILP at Legacy Prep Academies is that it will incorporate more than core content knowledge. It will provide a process and product for students to use that opens them up to unique educational and career opportunities. It takes into account what captivates the student in all aspects of their lives and extends beyond the school building. Included with the ILP will be an electronic portfolio with samples of the student's technology products, authentic assessments, videos of Spanish language conversations with others around the globe (available through Rosetta Stone), cultural performances, yearly service/leadership/character projects as well as traditional academic information such as formative and summative assessments, products from core content classes, career inventories and work samples of the student's choice.

Students and parents will be trained by teachers to set goals for the year based on their academic and other interests, monitor these goals and then conduct a student-led formative and summative conferences reporting on the ongoing accomplishments for the year. Parents will be required to attend two of these sessions each year (one per semester) during Parent Conference nights. They will also be strongly encouraged to participate in all IEP meetings. The IEPs are powerful tools for individualizing instruction and promoting a team approach as we partner with the parents. These plans maximize student engagement time on areas most needed or of highest interest to the student, and subsequently raise the academic achievement of students. For college-bound students, these are necessary steps to prepare them for their post secondary education.

Foreign Language Program: A dual-language (Spanish/English) program for every child beginning in Kindergarten will distinguish Legacy Prep Academies from other schools. We stand on the commitment for all students to be bilingual graduates with outstanding Spanish and English reading, writing, and speaking skills. Not only will the second language acquisition impact the individual's ability to communicate in another language, but children who have studied a foreign language in elementary school achieve higher scores on standardized tests, develop greater cognitive skills in such areas as mental flexibility, creativity, divergent thinking and higher order thinking skills (Foster and Reeves; Landry; Rafferty; Ginsburg and McCoy). Beginning in 5th grade, these bilingual students will begin to be exposed to a third language,

- *P. 34: Remove language that sets requirements for parents as parents cannot be required to attend any event at public schools.*

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- ✓ • *P. 34: Confirm your understanding that IEP stands for individualized education program and is used with special education students so that this will not be confused with the individual learning plan (ILP) as used through the application.*

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APPROVED DURING CONTINGENCY PROCESS

Chinese. As mentioned previously, making sure our students are familiar with the culture and language of an upcoming superpower will allow increased choices for them. Another exciting correlation of students engaged in foreign language study shows their verbal SAT scores increase with each additional year of foreign language (Admissions Testing Program of the College Board). Spanish and Chinese instruction will be delivered predominately through technology resources including Rosetta Stone software and distance learning opportunities like Skype and Classrooms Without Borders.

Innovative Technology + Relevant Instruction: To prepare students for jobs that currently don't exist means that critical thinking skills must be a crucial part of the learning. This will be done through both the Montessori foundation in the early childhood grades but also carried to the next level with the New Tech High concept. New Tech Network helps students gain the knowledge and skills they need to succeed in life, college, and the careers of tomorrow. They work nationwide with schools, districts, and communities to provide services and support that will enable Legacy Prep Academies to fundamentally re-imagine teaching and learning.

Project-based learning is at the heart of their instructional approach. In project-based learning, learning is contextual, creative, and shared. Students collaborate on projects that require critical thinking and communication. By making learning relevant to them in this way, student engagement reaches new levels. This higher level of engagement is associated with better educational outcomes. Students in grades K-12 will not only be expected to do a project each year in each of the four content areas, they will also have one based on the cross-disciplinary college standards. This way, no skill is left untouched in our quest to prepare students beyond remedial college courses.

The smart use of **technology** supports their innovative approach to instruction and culture. All classrooms will have a one-to-one computing ratio. With access to Web-enabled computers and the latest in collaborative learning technology, every student becomes a self-directed learner who no longer needs to rely primarily on teachers or textbooks for knowledge and direction. The use of an online learning management system helps create a vibrant network which helps students, teachers, and parents connect to each other, and to student projects, across the country and the globe.

Legacy Prep Academies will maintain a culture that promotes trust, respect, and responsibility. As New Tech academies, students and teachers alike will have exceptional ownership of the

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

- ✓ • *P. 35: Confirm your understanding that any courses offered through distance learning technologies, such as, but not limited to, satellite, Internet, two-way video-conferencing, online courses, the Texas Virtual School Network, and instructional television, will comply with 19 Texas Administrative Code (TAC) 74.23 and that any shift in focus from traditional instructional methods to a primary use of technology to deliver instruction will require approval of a substantive charter amendment request by the commissioner of education.*

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- ✓ • *P. 35: Elaborate on how course content will be taught, including the level, purpose, frequency, and means of interaction between instructors and students and among students.*

New Tech is the nation's leading expert in developing learning environments focused on project-based learning, a collaborative culture and the integration of cutting-edge technology. Their instructional approach helps students meet district and state standards as well as be prepared for college and master 21st century skills. It easily integrates specialized curriculum programs such as STEM, global studies and environmental education. The model is flexible enough to succeed in a variety of settings, including stand-alone facilities and schools co-located on larger campuses. Teachers facilitate the learning, introducing a relevant project to groups of students with rubrics and criteria through which students are to proceed.

Students work within the group, researching, collaborating, and discussing possible solutions as defined by the rubrics that guide their work. Teachers scaffold learning as necessary, especially when needed in math and science.

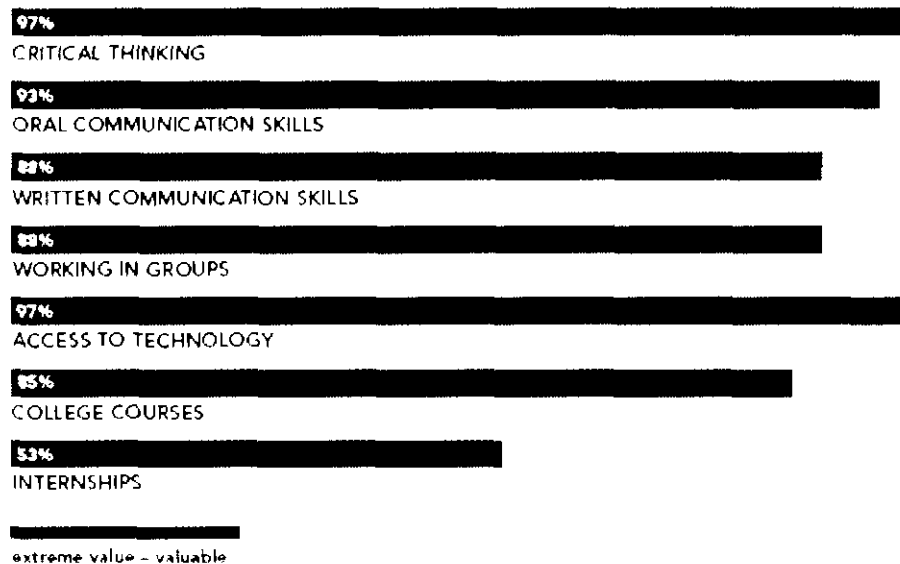
learning experience and their school environment. Working on projects and in teams, students will be accountable to their peers and acquire a level of responsibility similar to what they would experience in a professional work environment.

Why this approach? Because their approach is working. New Tech students go on to achieve significant educational attainment. All New Tech students who have applied to a two-year college were accepted; 85 percent of those applying to a four-year college were accepted. New Tech students are exceptional because they are taught the skills they need to succeed in life, college, and the careers of tomorrow. (See chart that follows on the Value of New Tech Model components on meeting college demands.)

New Tech Network outcomes

Our students achieve high levels of educational attainment and thrive academically. They become self-directed, lifelong learners.

Value of New Tech Model Components on Meeting College Demands



The following graph is taken from *Alumni Perspectives: Exploring the Impact of New Technology High Schools on College and Work Readiness-Research Report-November 2010*.

Cultivating a Positive Culture of Excellence: The foundation of any high-performing 21st Century School is the quality of its culture or the way to conduct day-to-day business. A respectful, nurturing environment with high expectations for students' academic and behavioral

success will permeate the atmosphere. Using the **Responsibility, Respect, Trust, and Safety** theme mentioned previously, students will embody these traits into adulthood by having positive examples of these traits role-modeled from early childhood through high school. What better gift can Legacy Prep give to its students than to prepare them not only academically, but socially as well for adulthood?

This theme, combined with project-based learning and Socratic methodology will ensure that students graduate from legacy prep Academies with the problem-solving skills necessary to conquer the awaiting life challenges. When students are taught in a rigorous, relevant manner by adults that have taken the time to build relationships with them, both they and their teachers grow. All these components, when in place, lead to a positive culture of excellence.

Including Parents as Partners Program: Parents are the first and most profound teachers of their children. A recently released study shows increased parent engagement was a major factor in the recent increase in U.S. high school graduation rates (America's Promise Alliance, Civic Enterprises, the Everyone Graduates Center at Johns Hopkins University, 2010). Graduations rates rose from 72 percent in 2002 to 75 percent in 2008, marking the first significant increase in more than 40 years. Keeping student families informed and engaged in all aspects of the school experience is paramount. When parents experience and understand the academic and behavioral expectations of Legacy Prep Academies, parents will assume a strong support position of the child's IEP, as well as becoming joint partners with the faculty.

- Legacy Prep Academies will require that all parents who wish for their children to attend this unique and rigorous school do an observation of their own child in a core classroom for twice a year (once per semester). Observations in other classes as well as extension activities and projects will also be encouraged. (Parents with multiple children will be able to divide the time between children; i.e. 2 children = 30 minutes per child, 3 children = 20 minutes per child, etc.)
- Parents will be required to attend 3 parent educational opportunities which could include their own child's yearly Individual Learning Plan (ILP) review/conferences, Parents as Partners meetings, student performances, and other school volunteer events each year.
- Parents will be expected to volunteer for each year in a school service activity like a school clean up day, or community projects, preferably alongside their child.
- Leading a parent meeting, being a lead room parent, completing an additional one hour of classroom observation

- *P. 37: Confirm your understanding that IEP stands for individualized education program and is used with special education students so that this will not be confused with the individual learning plan (ILP) as used through the application.*

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APPROVED DURING CONTINGENCY PROCESS

- *PP. 37-38: Remove language that sets requirements for parents as parents cannot be required to attend any event at public schools.*

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APPROVED DURING CONTINGENCY PROCESS

- 
- Parents, students and teachers will sign a contract that states they will become a part of the Legacy Prep community by leaving no stone unturned in helping students succeed academically, socially, and emotionally.
 - Attending one additional parenting class, acting as chairperson for a special event, serving 1½ hours of cafeteria duty
 - Attending Fine Arts performances or athletic competitions, returning the Parent Survey/Evaluation form at the end of the school year (worth 1 point each)

Through these commitments, parents will gain insight into how their child learns, build rapport with the faculty/staff, and obtain knowledge/resources that should enable them to be a more effective parent. As parents take ownership of their child's education and actively participate in that education and the school, the child will become more engaged and successful.

Excellence in Staffing: Legacy prep Academies will be distinguished by its caring and devoted staff. Support personnel along with teachers and campus administrators will be hired with the understanding that the students and their parents are our customers. Students are the reason we are there and their achievement will be our achievement. Teachers will become a part of a learning community whose sole job is to use the most effective instructional practices possible to take students to the highest academic levels. Teachers and other employees who do not uphold the extremely high expectations will be released at the end of the year as they will be on an at-will contract. The Haberman interview style will be used to select personnel. This interview style detects only the very best of teachers, since by using it one is able to see which teachers would be relentless in not accepting anything but the best from themselves and their students. The Haberman technique allows an interviewer to ascertain what personality types would be the needed "If not this then what" types, that would leave no stone unturned when it comes to helping their students be academically and emotionally successful. After a year or two of having a warm, high expectations environment that leads to students who WANT TO COME TO SCHOOL, staff turnover is almost non-existent and high student attendance becomes the norm.

Extended Time/Day: Each will be extended and the addition of more days to the school calendar each year will be incorporated into our charter school. The school day will be from 8:00 to 3:30 p.m. on Monday through Thursday and 8:00 to 3:00 p.m. on Friday. Legacy Prep will provide extended school days with a total of 8,370 additional minutes a year. The extended school day will add the equivalent of 20 more instructional days, so the 180 days will equal to

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APPROVED DURING CONTINGENCY PROCESS

- *P. 38: Explain the comparison schools that were considered in determining that the school day offered by Legacy prep will allow "8,370 additional minutes a year".*

The superintendent of Legacy Prep worked for many years in Dallas ISD. The school hours there were from 8-3 p.m. for elementary and 9-4 p.m. for high school. Legacy Prep will add .5 hours Mon. – Thurs. to their day.

APPROVED DURING CONTINGENCY PROCESS

200 days compared to a 175 standard day in a traditional school calendar year. This equals 20 **additional days** of outstanding academic and life improvement skills for the students of our charter school. Summer school will be offered for all students who need additional instructional time to meet state standards if budget allows, but the intent is at Legacy prep that few students will need to go because they did not pass STAAR.

The extended day not only helps students accelerate instruction and rehearse important learning concepts, but also gives them time to make important connections to real-world tasks and projects *that relate the learning to their future. Benefits to increasing time in the school day allow more* time for arts, service learning, cultural studies, job shadowing, college linkages, technology and foreign language acquisition.

In addition to extended day and additional days, a two-week Early Start Program will be offered to students in middle and high school grades before the start of each school year starting the second year (pending funding). This program will pre-teach the high-level TEKS in reading, math, and science (if needed) from the upcoming first six weeks. This program will help struggling students and students new to the Academies to be exposed to those rigorous or important foundational TEKS to help ensure success for all.

Why the need for extended time per day, more days, and additional early exposure of TEKS for two weeks? As stated by Meta- Metrics, the Lexile experts:

Every year, most U.S. students go to school for 180 days (some a few days more; some a few days less). During that time, most progress along a learning trajectory and grow in terms of knowledge and skills. However, when summer break comes along, the formal learning process often ends, and many students, particularly those from low-income families, begin to show learning losses. In fact, research shows that many students experience learning loss when not engaged in educational activities during the summer. This problem of summer academic loss, also called “summer loss” or “summer slide”, is more grave when we recognize that many students start school behind and struggle to catch up throughout their K-12 education. Scientific research over the decades has confirmed that, without intervention, children who start school behind likely will stay behind and that children who cannot read by 4th grade will likely face an ongoing struggle to learn and even diminished lifetime success.

- *P. 39: Explain what funding is expected to allow for a “a two-week Early Start Program” for “students in middle and high school grades before the start of each school year”.*

It is understood that charter funds cannot be used for days extending past 180 school days. Funds will be sought outside of charter funds to use for Early Start Programs at the secondary level.

Early Start programs will be used to expose students to the first six weeks of the curriculum, including concepts and vocabulary. This adds a layer of success to those students who normally struggle when they see the curriculum for the first time. Research in Dallas ISD shows that students who attend Early Start before school begins tend to have lower attendance issues and higher grades.

APPROVED DURING CONTINGENCY PROCESS

Vision Overview:

How will we expand the variety of charter schools and offer innovations that will reach out to the underserved?

- By offering a dual-language Spanish program that will present foreign language opportunities to both English-dominant as well as Spanish-dominant students while appreciating and accentuating the rich cultural heritage of all students;
- By having a Montessori early childhood foundation to the New tech secondary grades that come later. This foundation encourages self-development and growth by the young student that will be well used by the project-based learning to come;
- By having Chinese introduced into the middle elementary grades to already bilingual students, in hopes that by exposing them to this culturally-rich country, they will become more global citizens;
- Through New Tech Middle and High schools that transform instructional settings, promoting more student-driven, personal environments by utilizing the most current on-line learning opportunities to problem-solve relevant solutions to current community issues;
- By having K – 16 expectations for each of our students by each of our staff and by threading college-readiness actions and practices throughout the students' K – 12 experience through dual credit, AP and AVID-like courses, and through a campus culture of high expectations by everyone in the school community.
- By the fact that Dallas ISD, the location of one of the Legacy Prep Academies, has a number of secondary schools with low graduation rates (with a large number of Academically Unacceptable and multiple missed AYP secondary schools, Dallas students deserve an outstanding school choice);
- By working very closely with every student on a close, personal-level with a ILP plan charted yearly specifically for their learning needs and interests;
- By including parents as necessary and important partners in the school community triangle.
- By offering shadowship/internship/apprentice opportunities to students, thereby involving the business community in a deep way in our instructional plan;
- By offering dual language opportunities starting in 9th grade so that graduates from Legacy Prep Academies will enter college with college hours already earned.

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

- *P. 40: Explain whether “dual-language” is the appropriate term used in the last bullet or if the applicant meant instead “dual enrollment”.*

Yes, the term should have read dual enrollment, not dual language.

APPROVED DURING CONTINGENCY PROCESS

Legacy Prep Academies Charter School in Dallas and Mesquite, Texas, will provide a different choice that expands the learning laboratory of successful charter schools in the state of Texas with their unique innovations!

Section 3: Community Support

3. **Community Support** (Scored by External Review Panel)

a) Describe the community where the school will be located and explain why this location was selected. Include the types of resources available in the community.

The sponsoring entity proposes to establish Legacy Preparatory District, in Dallas, Texas, in a predominantly low socio-economic, urban, minority education-resource region. Our charter district's goals include using current education practices that research says works with students such as the ones that will be served by Legacy Prep Academies. More and more the educational literature is showing that culturally-responsive pedagogy, along with relationship-building and "college knowledge" (D. Conley, 2010) readiness must be integrated into our campuses to ensure that students graduate and can perform in a higher education setting.

Legacy Preparatory is located in Dallas County

Dallas County was selected due to the great need in public education for college readiness K-12 T-STEM schools and to also provide educational options for families. There is a significant interest from the surrounding community for a choice within the public education system.

Community stakeholders who do not have the resources to enroll their children in a private school; however, they want their children in an educational structure where their family religious beliefs are not belittled desire, a school option. Many of the secondary schools in the area are low performing, and parents are asking for a school culture that expects high scholastic standards and character building learning environment.

Health and Wellness of the Students

Legacy Preparatory and Baylor Health Care System with its **Diabetes Health and Wellness Institute** and Donna Rice, President of the Southern Sector Health Initiative (SSHI) have expressed interested in collaboration to educate our students in health

and wellness. Students and their parents will have the opportunity to receive education on the prevention of diabetes, says spokesperson, Ms. Esteria Miller, MBA, Director of Business Development and Information Technology, Diabetes Health and Wellness Institute.



Community Involvement

- ✓ • *P. 43: Confirm that the name of the charter school will be Legacy Preparatory as stated on the cover, not Legacy Preparatory District as stated on this page.*

We confirm that the name of the charter school will be Legacy Preparatory as stated on the cover, not Legacy Preparatory District as stated on this page.

- *P. 43: Explain the statement, "Community stakeholders who do not have the resources to enroll their children in private school; however, they want their children in an educational structure where their religious beliefs are not belittled desire, a school option".*

The statement should read, "Community stakeholders do not have the resources to enroll their children in private school; however, they want their children in an educational structure where their religious beliefs are not belittled and desire a school option".

APPROVED DURING CONTINGENCY PROCESS

The newly remodeled Juanita J. Craft Recreation Center houses the new Diabetes Health and Wellness Institute where a representative of the Legacy Task Force Team attended the June 2010 Grand Opening.

Ms. Rice shared at the Grand Opening Event,

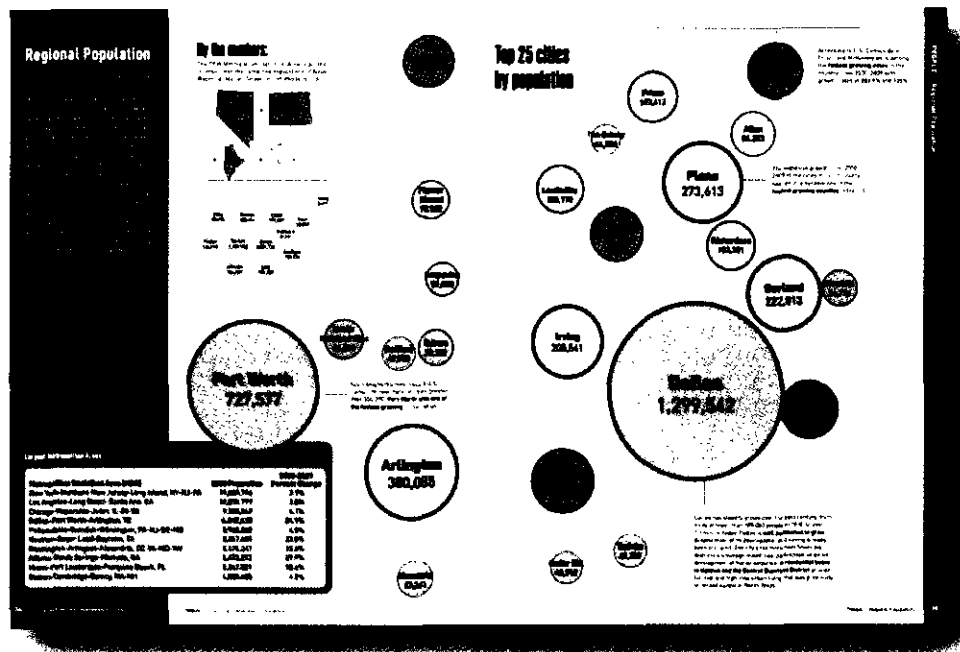
“Diabetes: it’s the seventh leading cause of death, a major cause of heart disease and stroke, and the leading cause of adult blindness, kidney failure, and no traumatic lower-extremity amputations, responsible for \$116 billion in direct medical costs in the United States and \$58 billion more in indirect costs, such as disability. Diabetes is an epidemic, with 23.6 million people affected—5.7 million of whom are undiagnosed—and rates that continue to grow. Moreover, diabetes is not a disease that affects all equally: African Americans, Hispanics, American Indians, and Alaska Natives are twice as likely as white adults to have diabetes. Further, diabetes is more common among those with less education, with disease rates of 15.8% among those without a high school diploma compared with 6.9% among those who attended college. A quarter of all adults aged 60 and older have the disease, and a third of all US children born in 2000 could develop it during their lifetime.

Statistics for the state of Texas are even worse than the national average:

- The prevalence of diabetes in Texans aged 18 and older rose to 10.3% in 2007.
- More than 1.8 million adults in Texas are diabetic, and 460,000 are believed to be undiagnosed.
- Diabetes rates were 12.9% among African Americans, 12.2% among Hispanics, 11.8% among other minorities, and 8.5% among whites. These latest statistics from the Centers for Disease Control and Prevention (CDC) reinforce the need to prevent diabetes and manage it to avoid the worst outcomes for patients.”

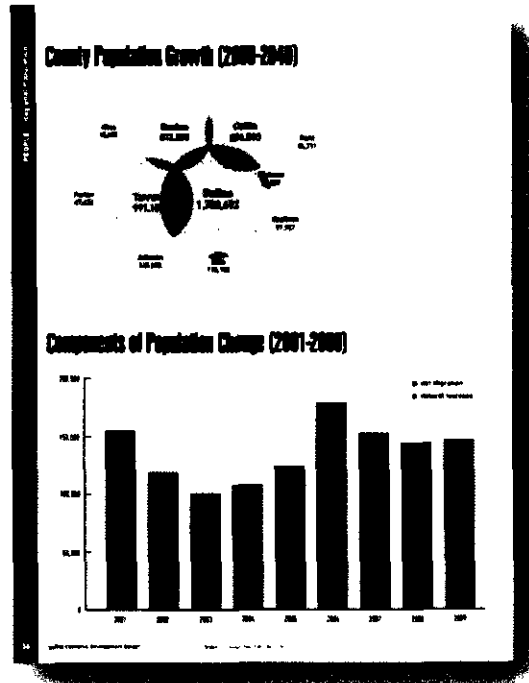
A variety of services are offered to encourage individual and family lifestyle changes through screening, health education/training, behavior intervention, and treatment. A task force representative was able to share our vision with Ms. Donna Rice, and pending charter approval

will take steps incrementally how we may utilize the services at the center to be better serve our students in their families.



This **location** was also chosen with Dallas County/Metroplex projected population growth in mind. The City of Dallas is presently at population of 1,299,542, and Dallas County is projected to be at 1,700,692 by year 2040. Legacy desires to provide a school of choice to serve the growing population of Dallas County.

http://www.dallaschamber.org/files/People_RegionalPopulation.pdf



http://www.dallaschamber.org/files/People_RegionalPopulation_PopulationGrowth.pdf

Community Access

The easy accessibility due to major highways and the proximity to the Eastfield College (A Dallas County Community College), one of our collaborative partners who will provide dual



credit to our juniors and seniors is efficient. The Fair Park and east area of Dallas has a large proportion of the city's apartment complexes, with many single parent, low SES families. The apartments, full of parents needing the

extended day and before and after school care (Before and After Care Program company TBD pending charter approval) opportunities at Legacy Prep, will draw many underserved students to the charter school.

Marketing and recruitment efforts will focus on the apartment community, other underserved population groups throughout the city, as well as the low income housing projects under the leadership of the Dallas Housing Authority. Our proposed alliance with the Dallas Housing Authority, LULAC National Educational Services Centers, and the Hispanic Chamber of

Commerce will assist low income families to become aware of the excellent education Legacy Prep will provide to lift their children to a higher standard of living.

b) Provide information on the manner in which community groups have been involved and will continue to be involved in the charter school planning process. Include the type of community groups and the type of services they will provide.

A true grass roots movement, driven by the needs of the community, initiated Legacy Prep's charter application. These concerned citizens with grassroots support provided by The Right to Succeed Foundation (information provided below) brought the concept to educational leaders and others in the community who possessed credibility and expertise in the educational arena. The Development Team of thirty members plus is in itself a unique community group involvement, as this large group has been actively involved throughout the entire planning process.

The Task Force Team researched other successful charter schools, surveyed our community stakeholders, interviewed students and sought the input of families who had the largest stake in this, those with school-age children. A diverse and wide range of opinions and information was obtained that reflects the community we serve. As the Task Force Team sought input from a broad base of community members and groups to plan and direct the development of the school, they have encountered extremely affirming support and encouragement for this local initiative.

In a business meeting with **John C. Guerra Jr.** (Son of the Founder of the National LULAC organization), Board Member of The Texas Business Hall of Fame Foundation Member of the Board of Directors of the Advisory Board of Greater Dallas Hispanic Chamber of Commerce, Executive Board Member of the Greater Dallas Hispanic Chamber of Commerce, Board Member of the Hispanic Association of Colleges and Universities, and Founder and Partner of Aztec Worldwide Insurance Inc., noted that even before hearing about the school's specific objectives he knew it deserved support based on the exceptionally strong Task Force Team members and their proven educational expertise. After hearing about the school and asking numerous questions, his response, which mirrors many in the community, was "What can I do to help?" His support for this charter initiative is exceptional. Mr. Guerra also brings a large amount of minority owned company contacts that will provide skilled vendors to serve Legacy Prep.

Representatives of the school's development team have participated in small group and one-on-

one meetings with community members to share information about the school and to seek their input. The Task Force Team has also given presentations and participated in local community meetings such as Lions, Rotary, Businesses, Chamber of Commerce, and pre-school and day care centers and other events to reach as wide a range of residents as possible. Personal meetings, emails, letters, and phone calls with the local state representative, mayor, city council members, chamber of commerce members, community service organizations, and medical professionals have also been conducted. These meetings have generated exceptionally positive responses and excitement for a school choice in Dallas County. In addition, members of the development team met with the ***Dallas ISD Superintendent, Dr. Michael Hinojosa***; the ***Dallas County Community College*** (DCCCC) President, ***Dr. Wright Lassiter***; and has contacted (in addition to impact letters) and requested a meeting with every Superintendent within our geographical boundary. The Superintendent's of Mesquite, Richardson, Garland, and Irving were also contacted by where Legacy representatives made themselves available for a conference call if requested.

A phone call and letter with a packet of information was mailed sharing the vision and making a Legacy Representative available for a conference call or an office visit to the following individuals: **Texas U.S. Representative Congresswoman Eddie Bernice Johnson, Texas State Senator Royce West, and Texas State Representative Eric Johnson.**

On November 14, 2011, a Legacy Representative at a City of Lancaster Chamber Luncheon shared the Legacy Prep vision elements with **Senator Royce West**. After a brief synopsis of the school pedagogy and the desire to launch a charter school in Fair Park and other locations serving Dallas County, Senator West responded with, "I can support that."

Representatives have also met with **Dr. John Ellis Price**, President of the ***University of North Texas at Dallas***, at his office as to the option for students from Legacy Preparatory who attend DCCCC may transfer



over to UNT Dallas after our students finish their Sophomore year in college. Two additional meetings with Dr. Gloria Baunum, Departmental Head of the **College Readiness Program of UNT** responsible for preparing local High School students for university were conducted to prepare a customized "on campus" approach for parents and students. Dr. Baunum and our team talked about four to five meetings Legacy could host with a UNT Dallas college readiness team training and teaching our parents how to prepare their child to attend college. This collaboration

would also include training for Administration and Teachers to prepare them to help students take the right steps from Kindergarten through the 12th Grade. Presentations to students, parents, administration, and teaching staff would include topics on financial savings, financial aide assistance, college application and how to choose a college, expectations for college, and more.

In addition to the required public meeting, Legacy Preparatory scheduled other venues to heighten the grass roots community involvement for the charter school. A Town Hall meeting planned with the 11 members of the *Dallas Vietnamese Chamber of Commerce* to target the Vietnamese population was held and where we had interested families and business leaders in attendance. All of these meetings were lengthy as families were extremely interested in this school option and wanted to be well informed of the program being offered. Much time was also spent by audience members emotionally describing negative experiences they have had in the local public schools, criticisms of the issues that drive the DISD board and administration, and the critical need for some other choice for Dallas County families.

As a result of strong community involvement and the compelling need for school choice here, over 930 names of individuals who support Legacy Prep School with 1,127 potential students have been collected in this short window of time.

Legacy has chosen to focus our initial community collaborations around those that have the greatest impact for our target population. Pending charter approval, Legacy Prep School will continue to actively seek community partners, particularly among those with Hispanic leadership and others that have mutual goals focused on the needs of students of the area. Due to Dallas County's predominantly Hispanic community, we have built a positive working relationship through our partnership with the *Hispanic Chamber* and *LULAC National Educational Board*.

These partnerships illustrate our commitment to educate and meet the needs of the underserved. An extensive and varied set of partnerships with Dallas County Community College has also been planned to provide dual credit to our juniors and seniors. We will continue to pursue other community groups that will accentuate the services and development of Legacy Prep's young people and their families while waiting for charter approval.

Educational Community Collaborations

Legacy Prep Academies and Dallas County Community College have built a strong continuum of partnership plans and are committed to collaboration that will impact and enhance the education of both Legacy Prep and DCCC students. Dr. Wright Lassiter provided a significant letter of intent to collaborate with Legacy. Collaborations planned include the following:

Technology

- Computer programming and gaming
- Graphic design and web design
- Drafting - computer assisted
- Digital photography
- Additional innovative classes to be developed based on interest and needs

Child Development

- Tutorials and mentoring
- Teacher Education University students volunteer and observe at Legacy Prep Academies for part of their 16 hours of mandatory in service practicum
- Partnership with the Legacy Prep Academies staff for educational workshops and other professional development

Physical Education

- Utilization and/or rental of the sports center for physical education classes and special events
- Contracting and collaborating on dance, martial arts, gymnastics, tennis, golf, or personal trainers during and after school

Continuing Education

- Summer camps (and special programs during school year: Saturday mornings, mid-semester break and Spring Break)
- Early Start Program
- CSI science camp
- Robotics
- After-school possibilities
 - o Guitar lessons

o Other musical instrumental lessons

- Cub Scouts/Boy Scouts
- Girl Scout
- Chess Club (Competitive)

Legacy Preparatory and The Right to Succeed Foundation Alliance

Legacy Prep Task Force Team have committed to thinking beyond itself and giving back to the community. One of the ways that Legacy will give back to the community is by becoming a member of ***The Right to Succeed (R2S) Foundation North Texas Chapter***. The Right to Succeed Foundation is founded on the educational crisis that we have today where half of America's kids are failing to make it through middle and high school, and of those who make it into college, fewer than half graduate. This means that only 25% of young people have minimal academic skills. Fewer still have competitive 21st century career and life skills. This trend, if continued, projects that just one generation from now, as many as 75% of Americans will be fighting poverty.

Right to Succeed says:

“Imagine the bleak reality of a world in which three out of four of Americans are unable to sustain themselves.

Quite simply, America is at risk. Democracy is at risk. We are rapidly approaching irreversible system-wide failure, and we have a ten-year window during which we can change the course of American education.

We must reverse the current trend of failure, and we can only succeed if we make large-scale changes. We must act now.”

The large-scale changes weigh on the hearts of the Legacy Preparatory Task Stakeholders. That's why we have set out to build relationships with organizations like The Right to Succeed Foundation who has goals that mirror ours. The need is great, and our society cannot meet the educational needs quickly enough.



Right To Succeed's goal is to facilitate 6,600 communities (20% of cities in the U.S.) to visit and experience the greatest schools in America over the next five years.

Very few educators, parents, and community leaders have actually experienced and seen what a top performing school looks like. We are all fighting a battle without knowing what we are fighting for. Imagine 25 to 50 parents, civic leaders, educators, and business

leaders within a community seeing and visioning at a whole new level about what is possible in public education. It is a deeply emotional and inspiring experience for the group that often results in that community opening or transforming one or more schools within a few years.

Dream Big Great School VIP Tours are supported financially by individuals, companies, community organizations, local schools, foundations who want to make change within their communities.

"What I saw at the school filled me with incredible optimism and hope for the young people that will become the leaders of tomorrow. " - District Administrator

"I can't imagine a more effective teaching philosophy and methodology from a standpoint of 21st century skills. Likewise, I cannot imagine a better teaching philosophy and methodology from a standpoint of student engagement." – Business Leader

"Given the success of these programs, I would like to see a school like this in every district in the State." – State Superintendent

Reaching the Underserved

Legacy Prep Academies is committed to lower the dropout rate among African American (AA) and Hispanic youth in our area and provide a state of the art education to those most in need. With the a low percentage of AA and Hispanic students graduating from high school in the Dallas area, the expertise and powerful commitment from the city's Chamber of Commerce will be vital to this collaboration. The AA and Hispanic Chambers will be encouraged to spread the value of Legacy Prep Academies' educational options that would benefit their children, introduced methods to have an inclusive, welcoming model for AA and Hispanic parents to partner in their child's educational process, and offer to bring the leadership training being used by the Hispanic Chamber to prepare our young people to be servant-leaders in their community. This collaboration will bring the opportunity for strategic discussions focused on shared values and student achievement standards, while meeting the needs of each community.

"Drop 50"

**DROP 50
PLEDGE**

"I pledge to cut the dropout rate by more than 50% over the next 5 years."

Legacy Preparatory has joined up with an organization called "Drop 50." This campaign is a grassroots social activism and media drive conducted with social activist and syndicated talk show host Rob Nelson to create a nationwide movement that challenges politicians to commit to a pledge to lower the dropout rate by at least 50% over the next 5 years! The Mayor of Los Angeles recently took the "Drop 50 Pledge." Not at a carefully

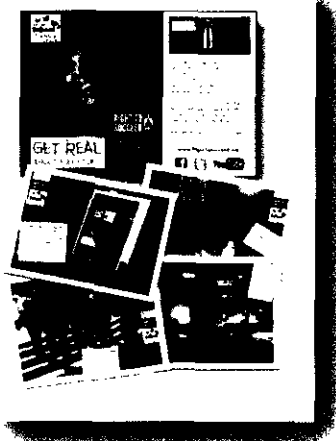
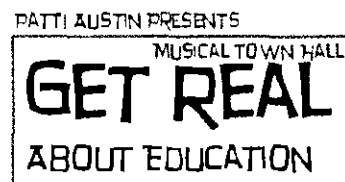
staged press event or in front of powerful special interests—but at a south Los Angeles, Department of Water and Power staging plant—before 150 concerned citizens gathered to discuss how he should spend his last three years in office. Pledging to cut the city’s school dropout rate by 50 percent, Mayor Antonio Villaraigosa committed to a measurable result, a bottom line—not just a strategy—exactly the kind of commitment that needs to happen in cities across America. In making his pledge, Mayor Villaraigosa emphasized he’d need help. The Legacy Prep will do its part by bringing a great school where kids “dropping out” of schools is not an option. Legacy desires to join with “Drop 50” and our hope is that it will be a catalyst for communities all across America to mobilize and create a real and unyielding demand for change. The Pledge alone won’t fix our schools—but it can lay the groundwork for a movement that has the power to do so.

Musical Town Hall Get Real About Education

Legacy Preparatory will support regional events called ***Musical Town Hall Get Real About Education***. Legacy had its first Musical Town Hall on January 28, 2011 in Oak Cliff (Dallas) where over 100 people from the community showed up to celebrate National School Choice Week. This grassroots initiative serves the purpose of drawing in the broader community through entertainment into a conversation about the future vision of what is possible in their community’s public schools.

Grammy Award winning artist and music producer Patti Austin and the Right to Succeed has partnered to host musical town halls across the country.

Local and national artist are featured along with hear inspiring testimonials from parents, students, and community leaders about their experience in visiting great public schools what great schools can do for their community.



At our Dallas event, over 100 attendees had the opportunity to fill out a postcard embedded with a RFID chip (Radio-frequency identification is a technology that uses communication via radio waves to exchange data between a reader and an electronic tag attached to an object, for the purpose of identification and tracking). The R2S Media Team embedded a video message to the President of the United States (President Obama) about their desire to a Great School in their neighborhood and to cut the drop out rate in half. Over the next two years, the goal the R2S Foundation is to accumulate 1 million postcards through this event and dozens of other artist concerts and events to be delivered to the Whitehouse.

A local operating charter school, other local and national individuals, corporate, and foundation sponsorships facilitated the Dallas Musical Town Hall. Legacy Preparatory was one of these sponsors and participated in the Public Relations marketing for the event. LaMarque Palvado, a representative of the Legacy Task Force, was able to share the vision of the school, where a time of question and answer followed. The Legacy Team had great response from the community about the launch of the school.

Frank E. Baxter - U.S. Ambassador to Uruguay 2006-2009 & Chairman Emeritus-Jefferies & Company-- "I think this is a very worthy project. There are many examples of great schools across the country. They demonstrate that it is possible to have good schools in the 21st century. This project would do a great deal in reaching that goal."

Paul G. Pastorek - Louisiana State Superintendent of Education-- "One of our biggest challenges in trying to advance public education is the prevailing belief that there is nothing that can be done to improve the performance of our schools. If we are going to be effective at making sustainable and systematic improvements, it is critical for us to consistently point to the success of extraordinary schools, educators, and students who are overcoming tremendous odds and proving that we can do better. This proposed project is no doubt designed to contribute to this objective."

Other community groups that positively assist the underserved are the local churches. Legacy was obliged to have local churches who stated they would welcome the school to the County from Calvary Church, Mesquite; Calvary Church, Irving; First Firewheel, Garland; Family Cathedral of Praise, Mesquite; The Oaks Fellowship, Red Oak; New Life Christian, Richardson; and Family Worship Center, McKinney. Other organizations that will were also informed of the vision was the Rotary Clubs of Dallas and Mesquite and local businesses, to gain work internship/shadowship opportunities, scholarships, mentors, and campus volunteers.

The applicant must hold a public hearing in the proposed charter school's geographic area to publicly discuss the application for the charter school. This hearing must take place no earlier than 18 months before the charter application date. Any person may be present and participate in the meeting. The applicant shall publish a notice of the meeting in a newspaper of general distribution in the geographic area proposed for the school.

- c) Submit, as Attachment A, a copy of the published notice of public hearing, clearly showing the name of the newspaper and date of publication. The notice should include the proposed school name, the sponsoring entity name, date, time, place of meeting, and the names of sponsoring entity board members.***

The newspaper posting from the Dallas Post Tribune newspaper on January 12, 2011 for the January 17, 2011 Public Meeting is Attachment A.

- d) Provide the number of community members, not affiliated in any way with the sponsoring entity or the proposed charter school, who attended the public hearing.***

Fifty-three interested community members not affiliated in any way with the sponsoring entity or the proposed charter school attended the public hearing. Many others not affiliated with the school or sponsoring entity attended the Town Hall and parent-driven meetings.

- e) Submit, as Attachment B, a synopsis of the public hearing held to discuss the proposed charter school plan. The synopsis must identify presenters, provide a summary of their comments, and a list of questions from participants with responses provided by the presenters. Do not include slides of the presentation or a transcript of the proceedings.***

Attachment B has a synopsis of the public hearing, presenters, questions and other information from the hearing held on January 17, 2011. The feedback was extremely affirming with signatures, and letters of support. Some individuals in attendance were so enthusiastic about the school vision and the opportunity for their children and community to have this type of educational environment that they asked members of the Task Force Team to come and personally meet with their business partners, co-workers, family and friends, political groups and other community-based teams. Another round of community outreach sessions will be scheduled when Legacy receives notice that they have qualified for the interview round with the State Board Of Education School Initiative Committee.

Section 4: Student Goals

4. Student Goals *(Scored by External Review Panel)*

Charter schools are subject to the state accountability rating system to the same extent as other public schools. The 2010 Accountability Manual may be viewed online at <http://ritter.tea.state.tx.us/perjreport/accountl2010/index.html>.

Charters are also assigned accreditation statuses. For information on accreditation, see the following: <http://ritter.tea.state.tx.us/accredstatus>

a) Other than the indicators of the state accountability rating and accreditation systems, outline and discuss specific measurable student goals in each of the following areas:

- *Student progress over time;*
- *Student engagement (i.e., attendance, continuous enrollment in school); and*
- *Readiness for postsecondary success.*

Fenwick English, known for his curriculum alignment work, states that it is counter-intuitive to say you are a great school unless you have the data to prove it. Since the vision of Legacy Prep Academies is to be a model school of excellence in academics, focusing on results through continuous data analysis will drive the Board of Directors of Legacy Prep Academies, the Community and Parent Advisory Council as well as the superintendent/principal and faculty of the school. In addition to school-wide data analysis, each student alongside their parent and teacher(s) will continuously assess and monitor their academic progress through his/her Individual Learning Plan (ILP) to determine how they are progressing on their academic goals.

Students at Legacy Prep Academies will obtain the following goals to master a rigorous curriculum, graduate and attend and achieve success at a college or university. Even though TAKS has been the state measure for AEIS, the State of Texas Assessments of Academic Readiness or STAAR will be the assessment system measuring students at Legacy Prep Academies. It is not known what measures like writing composition scores or Lexile comparisons will remain the same, therefore, TAKS-type data objective measures are included with the test changed to STAAR.

Goal 1: Reading, English language arts and writing skills:

Performance Objective	2012-2013	2013-2015	Measurement
X% of students in each grade will be reading on grade level by the end of the year	85%	90%	Stanford 10
X% of students in each grade will demonstrate more than one year's growth each year in reading, language, and spelling	85%	90%	Stanford 10
X% of students in each tested grade will meet The passing standard on the reading/ELA STAAR	85%	90%	STAAR
X% of students in each tested grades will receive Commended performance on the reading/ELA STAAR	30%	50%	STAAR
X% of 4th, 7th, and exit level students will Attain a "4" on their written composition on STAAR	80%	90%	STAAR
X% of students in K-12 grade demonstrating Competence on year end projects/demonstrations/ Portfolio assignments incorporating Reading, writing, spelling	85%	98%	Rubrics (product or teacher developed)

Goal 2: Mathematics:

X% of students in each grade will demonstrate More than one year's worth of growth each year in math	90%	95%	Stanford 10
X% of students in grades each test grade will meet the passing standard on the math STAAR	80%	90%	STAAR
X% of students in each tested grade Will attain commended performance On the math STAAR	25%	40%	STAAR
X% of students in K-12 grade demonstrating competence on year end projects/demonstrations/portfolio assignments incorporating	85%	98%	Rubrics (product or teacher developed)

Student Goals

- *P. 58: Since the way in which the writing will be scored on the State of Texas Assessments of Academic Readiness (STAAR) is unknown at this time, revise the writing goal.*

Previous: X% of 4th, 7th, and exit level students will attain a "4" on their written composition on STAAR

X% of 4th, 7th, and exit-level students will attain a top score on their written composition on STAAR

mathematical concepts and skills

Goal 3: Science and Social Sciences:

X% of students in each grade will demonstrate More than one year's worth of growth each year in science and social studies	90%	95%	Stanford 10
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X% of students in STAAR-tested grades for science (5, 8, 10, 11 grade) will meet the passing standard on STAAR	80%	90%	STAAR
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X% of students in STAAR-tested grades for science (5, 8, 10, 11 grade) will attain commended performance on the science STAAR	25%	40%	STAAR
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X% of students in STAAR-tested grades for social sciences (8, 10, 11) will meet the passing standard on the social studies test	80%	90%	STAAR
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X% of students in STAAR-tested grades for social sciences (8, 10, 11) will attain commended performance on the social sciences test	25%	50%	STAAR
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Goal 4: English Language Learners or Limited English Proficient (LEP)

X% of LEP students will achieve fluency in English and exit bilingual/ESL services Within TEA recommended timelines	80%	90%	LPAC committee and TELPAS Assessment
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Goal 5: Identified Special Education Students

X% of students with IEPs will meet or exceed performance goals as set by the ARD committee	100%	100%	ARD- determined assessments
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Goal 6: Spanish/Foreign language acquisition

X% of students in K through 12 grade will meet annual foreign language standards	80%	90%	End of year rdg., wrtg., and oral proficiency tests
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REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

- *P. 59: Describe the "end of year rdg., wrtg., and oral proficiency tests" to be used to determine if students meet foreign language standards.*

The Center for Applied Logistic's (CAL) language testing experts focus on assessing language ability in foreign languages at kindergarten through twelfth grade. The CAL has proficiency tests for reading, writing, and oral proficiency in multiple foreign languages. Legacy Prep will get its proficiency assessments from CAL.

APPROVED DURING CONTINGENCY PROCESS

Goal 7: Technological expertise

X% of students in K through 12 grade will demonstrate proficiency in technology by mastering word processing, spreadsheets, multimedia publishing, Internet usage, as per the Technology Applications TEKS	90%	100%	Computer lit. exams, demonstrations and rubrics
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Goal 8: Character/leadership/service

X% of students will participate in a service project each semester	95%	100%	Project sign-ins reports and reflections on projects
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X% of students receiving discipline referrals and/or character reports infraction reports	Less than 25%	Less than 10%	Referrals and infraction annual assessment
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X% of positive responses and media recognition for students exhibiting character/leadership/service skills in the community	20%	40%	Articles, letters, emails, and other documentation
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- Student engagement (i.e., attendance, continuous enrollment in school);

Goal 9: Attendance

Legacy Prep Academies will meet or exceed the average daily attendance rate in all grades	95%	96%	PEIMS, computer attendance records
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Goal 10: Continuous enrollment and satisfaction with school program

X% of students who remain at Legacy Prep Academies for the entire academic year	85%	95%	Attendance records, school reports
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X% of students and families will choose to return to Legacy Prep for the next school year	90%	95%	School reports
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- *P. 60: List the computer literacy exams that can be used to demonstrate technological expertise.*

Computer literacy can be tested through the use of the information that is generated by the user. "Information literacy" is a concept that has evolved as a result of recent efforts to move technology-based instruction and research to a level above the long-held concepts previously associated with "computer literacy"; the focus of information literacy education being the development of students' abilities to construct/collect and analyze information in a way that provides the basis for effective decision making.

Some researchers now contend that the very concept of computer literacy has become dated and that the emphasis of current educational and research efforts should be shifted toward a focus on "information literacy" (Brown, Murphy & Nanny, 2003; Bartholomew, 2004; Sharkey, 2006; Klusek & Bornstein, 2006; Andretta, 2008).

Legacy prep Academies will use a project-based learning model. How the information is acquired and presented (using ppt, computer, en ELMO, or other technological device(s)) by the student will determine whether the student understand how to find and present the needed information to complete his/her project.

- *P. 60: State the average daily attendance rate in all grades that Legacy Preparatory students are expected to meet or exceed.*

Legacy Prep Academies will strive towards 95% or better attendance.

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

X% of parents spending 12 hours a year observing/volunteering at school	85%	98%	Sign-in sheets school reports
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Goal 11: College Readiness and Preparation

X% of Legacy Prep students will take part In College and Career activities.	100%	100%	Yearly Content and Cross-Disciplinary Projects and activities
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Goal 12: Assessing Readiness for Post Secondary Success

Student readiness for Post secondary Success will be assessed by X% of students Performing at or above the 50 th percentile On standardized college entrance exams.	85%	90%	ACT/SAT Scores, THEA, and other Assessments as available
X% of students will meet or exceed State requirements for graduation	99%	100%	Graduation plans course grades, test scores

Goal 13: College Enrollment

X% of Legacy Prep graduates will be accepted and enrolled in a University, community college, letters, or advance technical program	N/A first years	98%	Graduation requirements, acceptance follow-up or enrollment reports from higher education tracking systems.
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Goal 14: Personal Goal Attainment

X% of students will meet or exceed their ILP goals each year	85%	95%	ILP Goals
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- ✓ • *P. 61 : Revise the goal for the percentage of parents observing/volunteering at school as parents cannot be required to participate and many may be unable to participate.*

Originally worded goal:

X% of parents spending 12 hours a year observing/volunteering at school	85%	98%
		Sign-in sheets school reports

Newly worded goal:

X% of parents who want to volunteer to observe/volunteer at school	85%	98%
		Sign-in sheets school reports

- ✓ • *P. 61 : Explain how "Goal 12: Assessing Readiness for Post Secondary Success" will be measured in grade levels where college entrance exams and state graduation requirements are not appropriate.*

Pre-SAT, ACT assessments given in the lower grades (middle school and early high school) will help measure Readiness for Post Secondary Success.

- ✓ • *P. 61: Explain the student goals that will be in place after the 2014-2015 school*

The goals will be adjusted each year starting in 2013, not only as we move into the second and third year of the existence of the academies, but also due to the newness of the STAAR assessment. No performance standards are available for STAAR at the time of writing these contingencies, so goal setting towards that assessment is difficult at this time.

b) Describe methods used to measure success toward each goal.

Goal 1: Reading

Legacy Prep Academies will assess students' reading skills within the first month of school on a standardized reading assessment depending on grade level of students such as DIBELS, TPRI, or Stanford 10. Teachers will develop an individual instructional plan as part of their ILP for all students in need of acceleration and implement the 3-Tier Response-to-Intervention (RtI) Model. This effective teaching approach is most often utilized in reading, yet is effective for all content areas as the focus is on what the student has learned and not the content the teacher has taught. Tier One involves the core academic instructional program with monitoring of all students' progress. For students who are not successful in this whole group, traditional model Tier Two intervention is incorporated with additional time in small group, differentiated instruction, with on-going progress monitoring. The opportunity to use reading intervention software such as Fast Forward or Read 180 will also help bring reading comprehension up quickly. Students, (no more than 3-5%) who may still need acceleration even though they are receiving Tier One whole group instruction, and the additional Tier Two small group differentiated assistance, qualify for Tier Three intensive intervention. This explicit additional instructional approach is often in smaller groups or even in the form of one-on-one for an extended period of time. Continuous monitoring and adjusting instruction is key to closing the achievement gap between students. Done properly, the need for Special Education intervention is minimized, because the students are intervened with early and effectively.

Professional development activities will be planned for teachers as we identify target areas that need strengthening. The Margaret Kilgo data analysis and reading resource materials, as well as the professional development sessions will be a focus for Legacy Prep Academies instructional staff. Teachers will also be given planning time to develop project-based lessons on reading/writing TEKS that students need to master.

STAAR Reading and ELA tests will be thoroughly analyzed for each student with students being trained to read their own item analysis report. With help from faculty and parent, students will set goals for their Individual Learning Plan (ILP) on the particular STAAR items that are most challenging for them. Lexile scores will be compared each year to determine growth on particular target areas. Students will be required to incorporate those items into their projects and portfolios throughout the academic year and compare them to the next STAAR assessment for progress. Students with more serious academic issues will receive additional interventions including

additional time on academic targets, technology tutorials, individualized teacher instruction and other assistance deemed beneficial for their particular learning style.

Stanford 10 scores in reading will be compared annually for each student as well as the results from all reading inventories. STAAR and the Stanford 10 will be compiled in the ILP and reviewed by the student, parent and teacher for program and student improvement decisions. Other performance measures to assess reading methods for student growth include student projects, exhibits, and reading portfolios including logs of reading time.

Writing and Spelling: Methods used to measure success will include portfolio assessments of writing assignments, benchmark writing assessments to include writing prompts and compositions, required yearly content and career projects, essay and poetry contests, and exhibits. Why this level of writing? When students' work has an authentic audience and is on public display, the rigor and relevance of written work rises to higher levels of performance.

STAAR Writing, ELA tests and benchmark assessments will be analyzed for each student and results incorporated into the students' ILP. Any areas that need targeted assistance will be addressed in the PIP and incorporated in projects and assignments throughout the year. The goal for all students at Legacy Prep Academies is to attain a "4" on their written composition and Commended Performance on the Writing or ELA STAAR.

Goal 2: Mathematics

Students' scores on their Stanford 10 and all other assessments will be analyzed to determine program and students' strengths and areas of concern. The 3-Tier model Response-to-Intervention (RtI) will be utilized in math because high levels of math competency are crucial to high school completion and college success. Students will analyze their STAAR item analysis and incorporate all areas that need additional instruction into their projects. Students with more need of assistance will be given additional time and alternative or differentiated instructional strategies including technology and tutorial assistance. Hands-on, rigorous, yet comprehensible math instruction will be tied to relevant projects.

Professional development activities will be planned for teachers as we identify target areas that need strengthening. The Margaret Kilgo data analysis and math resource materials, as well as the professional development sessions will be a focus for Legacy Prep Academies' instructional staff.

Teachers will also be given planning time to develop the project-based lessons on TEKS that students need to master.

Students will be given group and individual projects to develop lessons on the mathematics TEKS that are most challenging. They will teach these to their peers and post them on You Tube and/or our website for other students to view. Online student collaboration sites with special attention to finding Spanish and Chinese speaking peers will be encouraged. This deep application and teaching of the targets most challenging for the student will produce higher mastery levels.

Goal 3: Science and Social Sciences

Stanford 10 and STAAR will be analyzed for the school, class and individual student results. Areas students need additional work on will be included in the student's ILP plan. Science strength is another predictor of high school completion and college readiness, so lab science experiments, projects, simulations and thorough time and attention to science instruction will be a priority for Legacy Prep Academies students. Alternative and differentiated instructional strategies through the RtI model including technology and tutorial assistance will be provided to students who are not meeting their goals in science and social studies.

Professional development activities will be planned for teachers as we identify target areas that need strengthening. The Margaret Kilgo data analysis and science/social studies resource materials, as well as the professional development sessions will be a focus for Legacy Prep Academies instructional staff. The Dana Center will also be a professional development site, tapping into their expertise on hands-on labs that train teachers in how to prepare students for high-level assessments. Teachers will also be given planning time to develop project-based lessons on TEKS that students need to master.

Goal 4: English Language Learners or Limited English Proficient Students

The Texas Language Proficiency Assessment System will be utilized as the primary evaluation system to evaluate the progress of students identified as Limited English Proficient as required by the state of Texas. Areas of need will be identified based on student ratings and these needs will be addressed in each student's Personal Intervention Plan (PIP) in the ILP. Limited English Proficient Students will meet all other goals and will be assessed using the same measurements as all students. Special attention must be paid to this group of students, since they not only respond

well to early language acquisition intervention, but also because their sub-group is also an indicator in both the AYP and AEIS accountability systems.

Goal 5: Identified Special Education

Special Education Students will take all assessments required of other students with appropriate modifications based on their Individual Educational Plan (IEP) or alternative assessments as designated by the ARD committee. (The IEP is not to be confused with the ILP, which will be developed by all students at Legacy Prep including special education students, as a way of goal-setting and assessing themselves each semester.) Assessments that cannot be modified will be determined by the ARD committee. Special attention must be paid to this group of students, since they not only respond well to early instructional intervention, but also because their sub-group is also an indicator in the AYP accountability system.

Please note: Special education students cannot have placements, plans, or anticipated outcomes that are predetermined. They must only have plans established by the ARD Committee. Legacy Prep will offer a full continuum of special education services in co-teach model with certified SPED teachers.

Goal 6: Second/Foreign Language Acquisition (Spanish/Chinese)

Legacy Prep Academy students will participate in a variety of assessments throughout the year to assess and improve Spanish language acquisition. These will include conversations with native speakers through projects, Rosetta Stone, Classrooms without Borders, and other distance learning venues, as well as oral and written tests to be given on a quarterly basis. The Spanish teacher and other faculty involved in this curriculum will work to develop a scope and sequence chart for each student's mastery. This scope and sequence chart with the student's mastery of progress on the goals will be included in the student's ILP. If the student has added a third language (Chinese), a scope and sequence chart for mastery will also be developed.

Goal 7: Technological Expertise

Student technology utilization will be highly evident throughout Legacy Prep Academies. Teachers will assess technology application TEKS through a variety of measurements including the STAAR assessment and others determined by a faculty and business/community partnership. Projects and exhibits including digital portfolios and a chart of technology skill mastery will be maintained for every student. This chart of skill mastery will be included in the student's ILP.

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

- ✓ • *P. 65: Clarify if course quizzes and exams are written by the instructor or are part of an acquired curriculum package.*

Formative and summative assessments each play an important role in the life of a school year. Teachers will be encouraged to write their own common assessments each 3 weeks (formative assessment) as a way of checking how well the students have grasped the intended content knowledge. The summative type of assessments will be used to check for STAAR- and college-readiness quarterly. Those assessments may also be created by teachers. Both types of assessments may use test items from a test item bank such as WebCCat, purchased from Region 10, depending upon availability of funds.

- ✓ • *P. 65: Explain how, where, and under what conditions the quarterly tests will be administered.*

Quarterly tests will be given at school during the instructional day as part of a school's year-long assessment plan. They will be done in such a way that will prepare students and teachers for the STAAR testing. This means having an organized, structured, timed testing environment such as is required by state testing.

- ✓ • *P. 65: Provide specific details about the proctoring of quarterly tests.*

Each campus will have a test administrator, a testing schedule, and an organized and structured way to deliver the exams to teachers, a way to receive the exams back, and a way of grading the tests so that there are item analysis by teacher and students available to analyze.

- ✓ • *P. 65: Provide specific details about the ways in which quiz and exam results are analyzed and graded.*

Funds will be made available to purchase a system such as Eduphoria from Region 10 that will grade tests and have the results available online to teachers and campus leadership. The results will be analyzed during PLCs by the teachers and campus leadership, looking for the weak areas that will require reteaching on the part of the teachers. The results will be looked at also by teacher, specifically looking for those who have done well in areas that others have not, so they can dialogue about what instructional practice or strategies they may have used that caused students to learn at a higher rate. Students will also analyze their results, using a student profile to reflect over their areas of need, goal-set towards their next assessment, and then write their own action plan on how they will reach those new goals.

- ~~*P. 65: Explain how the STAAR assesses technological expertise.*~~

~~Starting in 9th grade in 2012, students may be able to take the STAAR assessment online. Also, the calculators used for today's high school math classes are mini-computers, allowing students to communicate their answers to teachers in an online environment.~~

APPROVED DURING CONTINGENCY PROCESS

Student Goals

- *P. 65: Explain how the STAAR assesses technological expertise.*

The goal containing this phrase should be replaced with the following:

Goal 7: Technological Expertise

Student technology utilization will be highly evident throughout Legacy Prep Academies. Teachers will assess technology application TEKS through a variety of measurements determined by faculty and business/community partnerships Projects and exhibits including digital portfolios and a chart of technology skill mastery will be maintained for every student in the upper grades. This chart of skill *mastery* will be included in the student's ILP.

Goal 8: Character/Leadership/Service

Projects will be conducted each semester by every student in the school. Faculty and parents will be involved in the projects as well. Sign-in sheets, log-ins, portfolios and project documents will be collected and data will be analyzed. The Community and Parent Advisory Council will be charged with monitoring the progress and establishing benchmarks with scoring measures to assess the participation and impact of the projects on the individual students, the Legacy Prep Academies culture and the larger community needs. An opportunity to showcase the projects and students whom have gone the extra mile in this area will be a crucial part of this goal. Using students to role-model the desired behaviors is a way of guaranteeing success in others.

Discipline referrals and character infraction reports will be analyzed and reported to the School Board. The Superintendent and Board will be charged with determining how to improve this foundational component of Legacy Prep Academies if and when needed.

Goal 9: Attendance

A vibrant, exciting, and nurturing school environment is the responsibility of every staff member, child, parent and community member associated with Legacy Prep Academies. Staff attendance will model for students what is expected from them. Staff attendance incentives will encourage and motivate high attendance. Staff incentives such as the principal teaching your last class or an especially designed “relaxation day” with special treats for staff during the off period or break times will keep morale high.

While it is expected that student attendance will be extremely high at Legacy Prep Academies, it will be monitored closely by the classroom teacher, PEIMS coordinator/clerk, and principal. Teachers will make the first contact when an attendance issue becomes evident. An administrator or counselor will intervene if the problem is not resolved after the teacher intervention. The purpose of the interventions will be to resolve whatever issues, other than illness, that may be hampering school attendance. Records of all visits and correspondence concerning attendance matters will be kept in the student's records. Legacy Prep Academies' PEIMS coordinator/clerk will monitor attendance twice-monthly and report any issues to school leadership. If Legacy Prep attendance percentages begin to decline the principal and a teacher committee will study the issue, develop and implement an action plan to assure an attendance rate that exceeds 95%.

Goal 10: Continuous Enrollment and Satisfaction with School Program

An exit interview will be held when any student leaves Legacy Prep Academies to document the reasons for the child's withdrawal. Those records will be analyzed and reported to the School Board for program improvement.

Parents and community member's involvement throughout Legacy Prep Academies will be evident with quarterly reports of activities, exhibits, classroom visits, volunteer work and other records that list involvement throughout the school. The maintenance of these records will be the responsibility of a student organization and/or service project. The Parents as Partners (PAP) will also be involved in this effort.

Goal 11: College Readiness and Preparation

Students will have content-based and college and career projects due each year. Points will be earned by students each year towards their Scholar award. These projects will support not only the project-based learning initiative, but also the College Readiness cross-disciplinary standards mentioned earlier. The key cognitive skills specify intellectual behaviors that are prevalent in entry-level college courses. These include intellectual curiosity, reasoning, problem solving, academic behaviors, work habits, and academic integrity. The foundational skills consist of proficiencies students need to be able to transfer knowledge and apply it across the curriculum. These include reading, writing, conducting research, understanding and using data, and using technology. Project-based learning, starting in the early childhood grades, will allow the standards to be taught early and learned thoroughly by students by the time they reach their high school, dual credit opportunities.

Goal 12: Assessing Readiness for Post Secondary Success

To make sure our students are actually college ready, they will be judged using a variety of measures. Student readiness for post secondary success will be assessed making sure students score above the 50th percentile on standardized college entrance exams such as the ACT/SAT THEA, and by how they perform in their dual-credit/AP courses. Pre-SAT/ACT testing will begin as early as 9th grade and will be repeated each year.

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

- *P. 67: Confirm your understanding that exit interviews cannot be required when parents withdraw their students from the charter.*

It is understood that exit interviews cannot be required when parents withdraw their students from the charter.

APPROVED DURING CONTINGENCY PROCESS

- *P. 67-68: Explain how "Goal 12: Assessing Readiness for Post Secondary Success" will be measured in grade levels where college entrance exams and dual credit or advanced placement courses are not appropriate.*

Pre-SAT, ACT assessments given in the lower grades (middle school and early high school) will help measure Readiness for Post Secondary Success.

APPROVED DURING CONTINGENCY PROCESS

Goal 13: College Acceptance and Enrollment

To ensure our high school students are accepted into colleges and universities, they will be supported through the university enrollment process and the necessary applications, essays and other required paperwork. These will be graded assignments within the student's curriculum expectations. Reports will be kept on admission and student tracking of enrollment into the university, community college or advanced technical program using the Texas Education Agency tracking system to chart college enrollment and completion. Special parent workshops will keep parents informed early in their child's high school career about scholarship opportunities and financial aid. Language will not be a barrier as far as keeping parents educated and informed on college information, issues, and opportunities.

Goal 14: Personal Goal Attainment

The parents/guardians, classroom teacher/s and other academic coaches involved with the student will support and encourage the student to monitor and self-reflect on goals outlined in the ILP. A meeting with student, parent, and teacher approximately mid-year and late spring will record progress on the goals and report attainment levels.

Students will be given the ability to select and modify goals under the guidance of the ILP team in order to facilitate realistic goal making and long term planning. A lack of support will NEVER be the reason a student fails to achieve at Legacy Prep.

c) Describe the ways in which the school and community members will work together to ensure continuous academic growth for all students.

The Parents as Partners (PAP) service group will serve a vital role in the work of Legacy Prep Academies. The membership will include community and business leaders as well as parents from the school. The PAP will be supportive of the core academic program with a special emphasis on the character/leadership strand, as well as the diverse and innovative options provided to students by participating in activities that exhibit or demonstrate student skills or performing other volunteer work at the school. The strategic plans for the community partnership initiatives will have measurable outcomes reported to the PAP and the Board of Directors. Having the eyes and ears from the world of work within our school as well as studying student performance will heighten expectations of faculty and students for continued academic growth for every student at Legacy Prep Academies.

The partnership between the PAP, Board of Directors, community partners and Legacy Prep Academy faculty will be viewed strategically, with constituents engaging in discussions designed to achieve consensus on valued goals and student achievement standards. Community members, parents, teachers and administrators will be viewed as partners who bring valued expertise for continued student success. Together, these groups can work toward achieving the shared goal of increased student performance, positive climate and maintaining a model school of excellence.

The partnerships with the Hispanic and African American Chambers of Commerce, Dallas Housing Authority, the medical community (including UT Southwest Medical Center and Baylor Hospital), and faculty from local community colleges will inspire the Legacy Prep Academy teachers to view their programs through the lenses of community partners, business leaders, mental and physical health experts and best practices educational research. These rich partnerships provide opportunities for school and community to work together to ensure continuous academic, health and social growth for all students. Students will also develop service leadership, as well as the personal strength and decision-making power, through the guidance of the community partners. Shadowships, internships, and mentorships will be formed with these business and community partners to help students begin to acquire a feel for the protocols and formalities of the business world. Legacy Prep Academies will help students navigate new courses that will transform them, their families, and their communities!

Section 5: Educational Plan

5. Education Plan (Scored by External Review Panel)

TEA's website contains information that may assist in the development of an educational plan.

Some of the links that an applicant may want to review are as follows:

<http://ritter.tea.state.tx.us/rules/taclindex.html>;

<http://ritter.state.tx.us/curriculum/>; <http://www.tea.state.tx.us/index2.aspx?id=6148>;

<http://ritter.tea.state.tx.us/specialed/>; and <http://ritter.tea.state.tx.us/curriculum/bilingual>.

To be awarded a charter, a sponsoring entity must propose a program that by the third year of operation serves at least one grade in which state assessment tests are administered (ie., Grades 3-11) and in which a minimum of 30 students are enrolled.

- a) Describe the educational program to be offered, including special education and bilingual/English-as a-second-language (BE/ESL). Clearly state that each grade level will incorporate the Texas Essential Knowledge and Skills (TEKS). Describe the connection between TEKS, classroom instruction, and assessment of student progress, and provide three specific examples of the ways that the TEKS and the assessment of the TEKS will be incorporated into classroom instruction.***

In addition, specifically address each of the following:

- Describe the manner in which the science curriculum will meet the 40% laboratory and field investigation requirement for middle and high school courses.***
- Describe the educational program and the setting that will be used to offer courses to meet the requirements for physical education.***
- Describe the educational program and the setting that will be used to offer courses to meet the requirements in fine arts and technology.***

Legacy Prep Academies will be a Kindergarten through 12th grade district, starting with students in Kindergarten through 4th grade plus 7th grade in its first year of operation and adding the next grade levels each year. In the school's first year, the 4th grade will offer instruction to at least thirty (30) fourth grade students who will be assessed. At all grade levels the strategic focus will be on creating responsible, college-bound citizens by maintaining high expectations, building relationships, and ensuring that all instruction is relevant to the future of the students.

Legacy will serve Grade 7 the first year to get a jump start on serving the community in the Secondary Level. If the sponsoring entity launches with K-4 without a Grade 7 provided the first year while adding a grade each year thereafter, the community would be required to wait three years before Grade 7 would be offered. The sponsoring entity is compelled to address the academic shortfall of the traditional school as soon as feasible without any further delay.

After the first building phase is complete, a more rapid expansion will be considered, although a focus on a nurturing college-readiness culture that supports excellence through relationships, relevance and rigor will be the priority as grade levels of students are added to each school each year until all grades are available. The Pre-Kindergarten program is scheduled to be added to the school enrollment in Year 3 or 4, when the school feels it is financially feasible or the state increases funding for this group.

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

Overview of Proposed Plan for Curriculum

Teachers will be responsible for student mastery of the Texas Essential Knowledge and Skills (TEKS) strands at each grade level established by the state of Texas and contained in the Texas Administrative Code, Title 19, Part n as the foundation for the school's academic program. The TEKS will be incorporated in each grade level and throughout the daily curriculum. The Texas College Readiness Standards and the Texas Technology Application TEKS will be embedded into the curriculum at each grade level as well, to ensure their use. The English Language Proficiency Skills (ELPS) will also be embedded for ELLs.

Legacy Prep Academies will provide all required components of the state curriculum for elementary and secondary grades including the following:

1. A Montessori foundation curriculum that includes:
 - a. Dual-language Spanish/English language arts including reading, writing, grammar, viewing, listening, speaking
 - b. Mathematics
 - c. Science
 - d. Social studies, consisting of United States, Texas, and world history, government and geography.
2. An enrichment curriculum that includes:
 - a. College- and Career-readiness standards woven through the TEKS
 - b. Technology Application TEKS embedded through all instructional areas

Educational Plan

- *P. 72: Confirm your understanding that offering prekindergarten in the future will require the submission of a substantive amendment request and approval by the commissioner of education prior to the charter making this change and that expansion is not allowed before the beginning of the fourth year of operation.*

We confirm our understanding that offering prekindergarten in the future will require the submission of a substantive amendment request and approval by the commissioner of education prior to the charter making this change and that expansion is not allowed before the beginning of the fourth year of operation.

APPROVED DURING CONTINGENCY PROCESS

- c. Character leadership development
- d. Fine arts
- e. Economics
- f. Spanish
- g. Chinese
- h. Classroom-based Technology

**REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.**

Curriculum, Instruction and Assessment Integration

Realizing Texas has more student expectations than any other state, teachers at Legacy Prep Academies will receive assistance on prioritizing the broad student expectations through the resource materials of the Margaret Kilgo's scope and sequence of the four core content areas. This methodical scope and sequence presents a well-developed plan for teaching all of the TEKS and student expectations. We will use our student data as well as the resources from The Margaret Kilgo Consulting curriculum scope and sequence, which has aligned the TEKS and identified gaps in the state curriculum. This is especially important due to all the curriculum and assessment changes that have occurred and will continue to occur over the next few years in Texas in the area of TEKS and state assessment.

We will ensure that student expectations on which students have shown consistently poor performance over the years will be frontloaded and emphasized throughout the curriculum to ensure that they are taught to high levels of mastery. The Margaret Kilgo Consulting scope and sequence includes all student expectations for regular and special education students in grades kindergarten through twelve, as well as the reading and math portions of the SAT.

This scope and sequence will be the foundation to the college-readiness curriculum that will, in combination with the Texas College Readiness and Technology Application TEKS, will lead to college-ready students who graduate with college hours.

Individual Learning Plans (ILPs): To take the TEKS to the individual student level, each student that attends Legacy Prep Academies will be assisted in developing an Individual Learning Plan (ILP) early each school year, that will set specific goals for each student as measured on the State of Texas Assessment of Academic Readiness (STAAR) and on authentic assessment projects. Personal growth will be measured utilizing Quantile levels for math and Lexile levels reading, both found currently on the TAKS tests each year. The Quantile Framework uses a

- *P. 73: Confirm your understanding that there is no state curriculum, only the Texas Essential Knowledge and Skills (TEKS).*

We confirm understanding that there is no state curriculum, only the Texas Essential Knowledge and Skills (TEKS).

- *P. 73: Confirm your understanding that requirements for special education students cannot be predetermined and will be outlined in each special education student's individualized education program (IEP) by the Admission, Review, and Dismissal (ARD) Committee. Confirm your understanding that the charter school will offer a full continuum of special education services.*

We understand that the charter school will offer a full continuum of special education services.

APPROVED DURING CONTINGENCY PROCESS

common, developmental scale to measure student mathematics achievement, the difficulty of mathematical skills and concepts, and the materials for teaching mathematics. By placing the *curriculum, teaching materials and students on the same scale*, Quantiles enable educators to predict which mathematical skills and concepts a student is ready to learn and those that will require instruction. Then, students can be matched with the resources that meet their learning needs. Reading Lexile levels will accurately pinpoint the starting point of each student and will measure exact growth from the beginning of the year to the end. Lexile levels are aligned with TAKS, and likely STAAR, and TOEFL assessments and can be easily aligned with other leveled materials. All students, regardless of learning need or language barriers, will be assessed using the Quantile and Lexile levels. Personal growth standards will be set based on individual student needs. The ILPs will be updated annually with the parent, teacher and student as well as throughout the year with the teacher and student.

This thorough and ongoing multi-year review of the statewide data trends on state and college entrance assessments will be combined with the whole school data analysis and reform system of Legacy Prep Academies built around continuous review of well-developed data over multiple measures of student learning. Highly successful schools use quality data to make instructional *decisions about their curriculum, instruction and assessment practices*. Teachers determine the needs of students, identify priority student expectations, and make adjustments effectively in order to meet the needs of all students at the school. As research is now showing, the final step in this data cycle is the inclusion of making sure the data analysis gets to the student level, meaning the students themselves will be involved in their own assessment feedback. Students become intrinsically motivated when they have ongoing access and reflection around their instructional weaknesses and strengths.

This Legacy Prep data will be proudly shared with parents, the primary educators of students, as well as other community stakeholders through a variety of venues including the Community and Parent Advisory Council, parent meetings, conferences, parent academies, etc.

Core Curriculum

§74.2. Description of a Required Elementary Curriculum

A school district that offers Kindergarten through Grade 5 must provide instruction in the required curriculum as specified in §74.1 of this title (relating to Essential Knowledge and Skills).

- *P. 74: Confirm your understanding that ARD Committees will make the decisions on appropriate assessments for special education students, and LPAC committees will determine appropriate assessments for **ELL** students.*

The ARD Committees will make the decisions on appropriate assessments for special education students, and LPAC committees will determine appropriate assessments for **ELL** students.

APPROVED DURING CONTINGENCY PROCESS

The district must ensure that sufficient time is provided for teachers to teach and for students to learn English language arts and reading, mathematics, science, social studies, fine arts, health, physical education, technology applications, and to the extent possible, languages other than English. The school district may provide instruction in a variety of arrangements and settings. This could include mixed-age programs designed to permit flexible learning arrangements for developmentally appropriate instruction for all student populations to support student attainment of course and grade level standards.

Source: The provisions of this §74.2 adopted to be effective September 1, 1996, 21 TexReg4311; amended to be effective September 1, 1998, 23 TexReg5675; amended to be effective January 9, 2007, TexReg80.

§74.3. Description of a Required Secondary Curriculum

(a) Middle Grades 6-8. A school district that offers Grades 6-8 must provide instruction in the required curriculum as specified in §74.1 of this title (relating to Essential Knowledge and Skills). The district must ensure that sufficient time is provided for teachers to teach and for students to learn English language arts, mathematics, science, social studies, fine arts, health, physical education, technology applications, and to the extent possible, languages other than English. The school district may provide instruction in a variety of arrangements and settings, including mixed-age programs designed to permit flexible learning arrangements for developmentally appropriate instruction for all student populations to support student attainment of course and grade level standards.

(b) Secondary Grades 9-12: A school district that offers Grades 9-12 must provide instruction in the required curriculum as specified in §74.1 of this title (relating to Essential Knowledge and Skills). The district must ensure that sufficient time is provided for teachers to teach and for students to learn the subjects in the required curriculum. The school district may provide instruction in a variety of arrangements and settings, including mixed-age programs designed to permit flexible learning arrangements for developmentally appropriate instruction for all student populations to support student attainment of course and grade level standards.

Suggested High School Course Sequence (CC = College Credit)

	9th Grade	10th Grade	11th Grade	12th Grade	Total
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					Credits
English	English I/ PreAP	English II/ PreAP	English III/ AP/dual credit	English IV/ AP/ dual credit	4.0+ CC
Social Studies	World Geo/ PreAP	World Hist/ PreAP	U.S. History/ AP/dual credit	U.S. Government and Economics / AP/dual credit	4.0+ CC
Math – (Pre AP/AP and/or dual credit offered as guided by student ability)	Geometry (Algebra I in 8th Grade)	Algebra II	Pre-calculus	AP Calculus	5.0+ CC
Science– (Pre AP/AP and/or dual credit offered as guided by student ability)	Biology	Chemistry	Physics	AP Biology II, AP Chemistry II, or AP Physics	4.0+ CC
Spanish	Pre-AP Spanish I	Pre-AP Spanish II	AP Spanish III	AP Spanish IV	4.0+ CC
Communication				Communication	.5
Applications				Applications	
PE/Health— (dual credit offered as guided by TEA)	PE	PE		Health	2.0+ CC
Technology (dual credit offered as guided by TEA)			Computer Science		1.0+ CC
Fine Arts (dual credit offered as guided	Visual or Performing Arts				1.0+ CC

by TEA)					
Electives(dual credit offered as guided by TEA)		Visual or Performing Arts, Yearbook / Newspaper or other elective	Visual or Performing Arts, Yearbook/ Newspaper or other elective	Single semester Elective	2.5+ CC
Total Credits					28+ CC

Source: The provisions of this §74.3 adopted to be effective September 1, 1996, 21 TexReg4311; amended to be effective October 13, 1997, 22 TexReg10129; amended to be effective September 1, 1998, 23 TexReg5675; amended to be effective September 1, 2001, 25 TexReg7691; amended to be effective October 3, 2004, 29 TexReg9185; amended to be effective January 9, 2007, 32 TexReg80

Math Curriculum

Math is an area that is often a particular weakness of students in the Legacy Prep Academies target group. Many students, especially those enrolling in later grades with Legacy Prep, come in with math gaps. Besides adhering to the TEKS and other sound instructional math strategies, much support including tutorials and technological acceleration and intervention will be incorporated throughout the school career of all Legacy Prep Academies students. Summer math and science academics will also be a possibility, especially in the early years, as new students arrive with gaps in these areas. An overview of the Kindergarten through 12th grade math curriculum is included here.

Kindergarten - 5th Grade: Each student will receive 60 - 90 minutes of hands on mathematic instruction daily. Curriculum, in line with the TEKS, will include statistics and probability, measurement, shape and space, pattern and function, and understanding of numbers. These are the foundational steps that will prepare students for upper level mathematics. They are paramount for success therefore; students with low performance scores or who are struggling will be provided additional support.

Kindergarten - 2nd Grade: Grades kindergarten through second curriculum will be hands on and TEKS driven in a Montessori setting. A dual-language environment will begin in Kindergarten and move up each grade. Students will be given ample opportunity to use

manipulatives and technology to explore mathematics. Students will apply mathematics to real world situations.

In Kindergarten through second grade, students will build a foundation of basic understandings in number operation, and quantitative reasoning; patterns, relationships, and algebraic thinking; geometry and spatial reasoning; measurement; and probability and statistics. Students will explore numbers in ordering, labeling and expressing quantities and relationships to solve problems and translate informal language into mathematical language and symbols. Students will learn to read, write, estimate, order and count numbers from 1 to 1000. They will navigate multiplication and division using their own techniques and reasoning skills. They will begin to introduce fractions into their mathematical vocabulary to describe relationships between part and whole. Students will use objects to create and identify patterns and use those patterns to express relationships, make predictions, and solve problems as they build an understanding of language to describe their reasoning as they identify, compare, and classify two- or three-dimensional geometric figures; and they will use numbers, standard units and measurement tools to describe and compare objects, make estimates and solve application problems. Students will organize data, choose an appropriate method to display the data and interpret the data to make decisions and predictions and solve problems. A math project will be completed each year using cross-disciplinary standards that include writing across the curriculum strategies. Parents will be encouraged to use everyday household items to make relevant math conclusions, such as money concepts, measurement, weights, etc.

3rd-5th Grade: Throughout mathematics in third through fifth grades, students will develop numerical fluency with conceptual understanding and computational accuracy. Students in third through fifth grades will use knowledge of the base-ten place value system to compose and decompose numbers in order to solve problems requiring precision, estimation and reasonableness. By the end of fifth grade, students will know basic addition, subtraction, multiplication and division facts and will use them to work flexibly, efficiently, and accurately with numbers during addition, subtraction, multiplication and division computation.

Problem solving, language and communication, connections within and outside mathematics, and formal and informal reasoning underlie all content areas in mathematics. Throughout mathematics in Grades third through fifth, students will use these processes together with technology and other mathematical tools such as manipulative materials to develop conceptual

understanding and solve meaningful problems as they do mathematics. A math project will be completed each year using cross-disciplinary standards that include writing across the curriculum strategies. Parents will be asked to continue using math concepts in relevant everyday manner including grocery shopping, money, savings accounts, college account, etc.

Grades 6-8: Students in these grades will receive 60-90 minutes of instruction daily in mathematics. The curriculum will be TEKS driven and hands-on experience for all students. Students will cover rational numbers, patterns, algebraic thinking, coordinate geometry, geometry and spatial reasoning, predictions, measurement, probability and statistics, equivalent forms, proportional relationships, central tendency and logical reasoning. These skills are vital to the understanding of math at the high school level and will prepare students for college math as well. Students that are performing below grade level or have poor ST AAR results will be paired with a peer tutor or mentor to provide the student with ample opportunity to improve and gain the knowledge necessary for upper level mathematics. An additional course to provide enhanced instructional time for mathematics may also be added to some students' schedules.

Students will have the opportunity to take Algebra I in the 8th grade to gear up for four years of math in high school, ending with Calculus. Eighth grade TEKS will be incorporated into the 7th grade curriculum to prevent a "gap" in mathematics conceptual development and understanding. These TEKS will also be addressed in the extended day curriculum. The 8th grade year in mathematics is very important and these TEKS are important for future success on the ST AAR and SAT as well as higher level math courses.

Students will use technology on a regular basis in mathematics. Students will use computer software and scientific and graphing calculators. A math project will be completed each year using cross-disciplinary standards that include writing across the curriculum strategies. Parents will be asked to continue using math concepts in relevant everyday manner including budgeting, buying/leasing a car, saving money strategies, etc.

Grades 9-12: Students in grades nine through twelve will continue to receive 60-90 minutes of instruction daily in mathematics. Students will have the opportunity to take Algebra II, Geometry, Pre-Calculus, and Calculus. Calculus will be offered as a dual credit course for seniors. These courses will amplify and improve students' mathematical knowledge and skills to prepare them for entry into math required for degree programs at the university level. Students that are below

grade level or have poor testing scores will be paired with a mentor or tutor to improve their understanding and provide success for them in this area and may even have an additional math course to provide enhanced instructional time.

Geometry - Grade 9: The geometry curriculum at the ninth grade level will be TEKS driven and applied and used in real world circumstances. Students will continue to focus on foundation concepts presented in grades K-S; which include understanding of number operation, and quantitative reasoning; patterns, relationships, and algebraic thinking; geometry; measurement; and probability and statistics. Students will have knowledge of geometric thinking and spatial reasoning and use it to understand mathematical concepts and the relationships between them. Students will explore the properties; size, shape, location, direction and orientation of geometric figures of zero, one, two and three dimensions and the relationships among them. Students will navigate the connection between geometry and the real and mathematical worlds and use geometric ideas, relationships and properties to solve problems. A variety of representations, (concrete, pictorial, numerical, symbolic, graphical and verbal) tools and technology (including graphing calculators, data collection devices and computers) will be used by students to solve meaningful problems by representing and transforming figures and analyzing relationships. Throughout math students will use problem solving, language and communication, connections within and outside mathematics and reasoning (justification and proof). Multiple representations, technology, applications and modeling and numerical fluency in problem solving context will also be used by students.

Algebra II - Grade 10: Students will continue to focus on foundational concepts, such as numbers, operation, and quantitative reasoning; patterns, relationships and algebraic thinking; geometry; measurement; and probability and statistics. In Algebra II, in line with the TEKS, students will study algebraic concepts and the relationships among them to better understand the structure of algebra. They will also study symbolic reasoning and realize the part that it plays in algebra. Students will discover functions, equations as a means for analyzing and understating a broad variety of relationships as well as a useful tool for expressing generalizations. Students will make the connection between algebra and geometry and use tools from one to solve problems in the other. Students will utilize a variety of representations (concrete, pictorial, numerical, symbolic, graphical and verbal), tools and technology (including graphing calculators, data collection devices and computers) to model mathematical situations to solve meaningful problems. Throughout math students will use problem solving, language and communication,

connections within and outside mathematics and reasoning justification and proof). Multiple representations, technology, applications and modeling and numerical fluency in problem solving contexts will also be used by students.

Pre-Calculus - Grade 11: In Pre-calculus, students continue to build on the K-8, Algebra I, Algebra II, and Geometry foundations as they expand their understanding through other mathematical experiences. Students will use symbolic reasoning and analytical methods to represent mathematical situations, to express generalizations, and to study mathematical concepts and the relationships among them. Students will use functions, equations and limits as useful tools for expressing generalizations and as a means for analyzing and understanding a broad variety of mathematical relationships. Students also will use functions as well as symbolic reasoning to represent and connect ideas in geometry, probability, statistics, trigonometry, and calculus and to model physical situations. Students will use a variety of representations (concrete, pictorial, numerical, symbolic, graphical and verbal), tools and technology (including, but not limited to, calculators with graphing capabilities, data collection devices and computers) to model functions and equations and solve real-life problems. Throughout math students will use problem solving, language and communication, connections within and outside mathematics and reasoning justification and proof). Multiple representations, technology, applications and modeling and numerical fluency in problem solving context will also be used by students.

AP Calculus (dual credit) - Grade 12: Legacy Prep Academies will offer the calculus class as a dual credit course in addition to Advanced Placement. The curriculum will be developed by the college offering the course that year. Students will gain an understanding of functions, graphs and limits; derivatives; integrals; and polynomial approximations and series.

A math project will be completed each year in high school using cross-disciplinary standards that include writing across the curriculum strategies. Parents will be asked to continue using math concepts in relevant everyday manner including helping their children understand how to manage a checking accounts, debit cards, cost of living concept, etc.

Reading Curriculum

K-3rd Reading Instruction: In this dual language setting, students in the primary grades will receive 90 minutes of reading instruction daily in their primary language. Students who have not mastered specific skills needed for reading success will receive 45 minutes of reading

intervention daily, or Tier Two reading instruction. Each of the dual-language classrooms will be comprised of approximately half Spanish-speaking and half English-speaking students. Reading and writing skills are taught entirely in the student's primary language until the student develops basic proficiency, generally by second or third grade. At that time, students begin receiving 50 percent literacy instruction in Spanish and 50 percent in English.

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

The period spanning kindergarten through grade three is the most critical for instruction in the language arts. During that time students acquire the foundational skills needed for later academic, social, and economic success. By the end of the third grade, students should be able to (1) read complex word forms accurately and fluently in connected texts and decode multi-syllabic words independently; (2) read grade-level narrative and expository texts and recall sequence, main ideas, and supporting details; and (3) write compositions that describe familiar events and experiences and construct complete, correct sentences to communicate their ideas. (See Table 1) NCLB posits that reading has five essential components: phonemic awareness, knowledge of phonics, reading fluency, vocabulary and comprehension. A reading project will be completed each year using cross-disciplinary standards that include writing across the curriculum strategies.

Table 1. Progress-Monitoring Assessment Schedule for Kindergarten through Grade Three

Skill	Indicator	K	One	Two	Three
Phoneme Awareness	Spring (Initial and Final sounds) Fall/Winter (Initial, and Medial sounds diagnostic only)	Diagnostic only	Diagnostic only	Diagnostic only	Diagnostic only
Phoneme deletion and substitution	Initial sounds, Final sounds, First sound of a consonant blend, embedded sound of a consonant blend	Fall/Winter (Diagnostic only)	Diagnostic only	Diagnostic only	Diagnostic only
Phoneme segmentation	Segment sounds, Count phonemes	Fall/Winter Diagnostic only	Diagnostic only	Diagnostic only	Diagnostic only
Name upper and lower case letters,	Fall/Winter/Spring	Fall (Diagnostic	Diagnostic only	Diagnostic only	Diagnostic only

- P. 82: Confirm your understanding that admission based on the lottery may not allow for classes with approximately half Spanish speaking and half English-speaking students.

We understand that admission based on the lottery may not allow for classes with approximately half Spanish speaking and half English-speaking students.

- P. 82: Explain where the students whose first language is Spanish or English will be placed and the ways in which...

Students whose first language is Spanish or English will be placed in ESL environment. 1. If a student is not placed in a self-contained environment, they will be placed in a self-contained environment if the district allows or an ESL-structured program as is required by the English language of the students. Mainstream teachers will be trained in Sheltered Instruction Observation Protocol (SIOP) strategies to further create an environment that makes learning differentiated for all learners. All limited English proficient students for whom a district is not required to offer a bilingual education program shall be provided an English as a second language program as described in subsection (e) of this section, regardless of the students' grade levels and home language, and regardless of the number of such students.

Educational Plan

- *P. 82: Explain where the students whose first languages are not Spanish or English will be placed and the ways in which their needs will be met.*

Students whose first languages are not Spanish or English will be placed in ESL environment. That may be either with a fully certified ESL teacher in a self-contained environment if the numbers warrant or an ESL-structured program as is required by the English language proficiency level of the students. GenEd teachers will be intensively trained in Sheltered Instruction Observation Protocol (SIOP) strategies to further create an environment that makes learning differentiated for all learners. All limited English proficient students for whom a district is not required to offer a bilingual education program shall be provided an English as a second language program as described in subsection (e) of this section, regardless of the students' grade levels and home language, and regardless of the number of such students.

For more information on SIOP and its strategies, see page 25.

APPROVED DURING CONTINGENCY PROCESS

known consonant and short vowel sounds		only)			
Phonics and word reading	Decoding sound-spelling correspondences, High frequency words, Syllabication	Fall/Winter/Spring	Every 4-6 weeks until mastery	Every 4-6 weeks until mastery	Every 4-6 weeks until mastery
Oral reading (fluency)	Words correct per minute on grade-level text	Optional 1st 18 weeks, then every 6-8 weeks	Optional 1st 18 weeks, then every 6-8 weeks	Optional 1st 18 weeks, then every 6-8 weeks	Optional 1st 18 weeks, then every 6-8 weeks

4th & 5th Reading Instruction: Students in 4th and 5th grades undergo their first significant transition that occurs when they move from the state of learning to read in kindergarten through grade three to that of reading to learn in grade four (National Center to Improve the Tools of Educators 1997). It is important for students in the intermediate grades to begin to develop critical thinking skills, reading for information in the content areas and developing the ability to write a meaningful response from a reading passage. This is the bridge between primary and junior high expectations. It is also during this time period that the second-language acquisition in reading and writing will be increased to match their oral competencies.

It is critical to address the needs of students reading below grade level. All students in 4th & 5th grade reading below grade level will receive small group intervention, and other appropriate interventions. This team of support will enable these students the opportunity to make significant gains in reading. A reading project will be completed each year using cross-disciplinary standards that include writing across the curriculum strategies.

6th - 8th Reading Instruction: The standards for grades sixth through eight are expansive, revealing the important and weighty transitions in knowledge and skills expected of all students after the intermediate grades. Emphasis on subject-matter reading begins to exert its full force on all students at this stage as they begin to study history-social science and other sciences. The transition from learning to read and reading to learn precedes the next stage that extends through

grade eight. That stage is perhaps best characterized as reading and learning for life, during which students begin to grapple with the full and complex range of lifelong language and literacy skills (Biancarosa and Snow 2004; Snow 2002). Socratic questioning will also help students process in a way that leads to critical thinking. A reading project will be completed each year using cross-disciplinary standards that include writing across the curriculum strategies.

Students who are below grade level will receive 90 minutes of reading instruction through a program such as Fast Foreword or READ 180 in addition to classroom instruction.

Reading Instruction 9th - 12th: The standards for grades nine through twelve are similar to those for the earlier grades. For instance, the standards continue to emphasize reading informational and literary text critically, writing compositions according to major text structures and genres, and making oral presentations. By the twelfth grade students are expected each year to read independently two million words of running text. The content of the reading should include a wide variety of classic and contemporary literature, magazines, newspapers, and online information. For many students that amount of independent reading will not occur without strategic and systematic guidance in their selection of text and reinforcement of independent reading habits (Baker, Gersten, and Grossen 2002; Schumaker Oeshler, and McKnight 2002; Snow 2002). Socratic questioning will also help students process in a way that leads to critical thinking. A reading project will be completed each high school year using cross-disciplinary standards that include writing across the curriculum strategies.

Students in ninth through twelfth grades who are below grade level will receive 90 minutes of reading instruction through a program like READ 180.

Science Instruction

Legacy Prep Academy students will be involved in inquiry-based instruction for science. Their experiences will include hands-on, minds-on learning. Students will actively learn how to observe, ask questions, plan investigations, gather information using tools, predict, propose explanations, communicate results, and reflect on the process they have used. Students will also learn how to think critically, obtain information, think for themselves and actually learn how to learn (Science Toolkit Website). Legacy Prep Academies will implement the computer-based curriculum framework of CSCOPE with help from Kilgo and Dana Center to fill in any gaps.

At the heart of the CSCOPE process is a guaranteed & viable curriculum. The key components of the CSCOPE curriculum are:

- A K-12 systemic model
- Common language, structure and process for curriculum delivery
- Innovative technology
- Aligned written, taught and tested curriculum
- Clarified and specific TEKS expectations assembled in a vertical-alignment format
- Customizable instructional plans that allow district resources to be integrated into the system
- Lessons in both English and Spanish

The curriculum component of CSCOPE is based on best practice models from top researchers. Lessons are all aligned with the TEKS and each lesson meets the highest standards of rigor and relevance. CSCOPE curriculum builds upon the previous year's concepts to create a foundation for all science classes students will encounter in junior high and high school. Understanding science is pivotal in connecting to the world in which we live. Legacy Prep Academy students will be able to connect their learning in science to other core subjects. Student will have the opportunity to have lab experiences and quality classroom instruction. The curriculum will require 40% of the time spent on a unit to be lab-based. Our students will be science minded with the ability to express their learning through technology and various other projects. A science fair project will be completed each year using cross-disciplinary standards that include writing across the curriculum strategies. Projects will be entered in regional competitions so that their quality can be measured against others, to ensure rigor.

Social Studies Curriculum

Social studies is the integrated study of the social sciences and humanities to promote civic competence. Social Studies incorporate learning experiences from a variety of disciplines: civics, history, government, economics, geography, sociology, psychology and anthropology. In the words of the National Council for Social Studies (NCSS), "social studies promote knowledge of and involvement in civil affairs." The primary purpose of social studies is to help students "develop the ability to make informed and reasoned decisions for the public good as citizens of a culturally diverse, democratic society" (<http://www.socialstudies.org/standards/execsummary>). Thomas Jefferson expressed it best when he said that the vitality of a democracy depends upon the education and participation of its citizens.

- *P. 85: Explain how the proposed curriculum will meet the 40% laboratory requirement for science in the middle and high school grades.*
 - *Elaborate on the "reflective writing" in the response provided and provide additional examples for day two activities.*

Science teachers will be hired with the understanding that the science curriculum (using the scope and sequence from Margaret Kilgo) will be taught using labs. This means that two days a week will be spent working a lab reinforcing the concept being taught. A lab can be an experiment or some other inquiry-based practice one day and a follow-up activity the next, such as reflective writing about the lab from the day before. Reflective writing would take place in the science journal that each student would keep. The reflection would be a quick write answering questions such as:

- What was the objective of yesterday's ___ lab?
- Did the lab fulfill that objective? Please tell why or why not.
- What new understanding were you left with after doing yesterday's lab?
- What questions are you still left with on this concept?

This type of reflection would allow the teacher to quickly know if the all/most/some students actually grasped the intended learning outcome. This would lead to the opportunity for differentiated reteaching.

However, civic participation includes more than just becoming informed about issues and voting in elections. It includes knowing the many alternatives for political participation contributing money to candidates and causes of your choice, joining or participating in an interest group, writing letters, emails, making phone calls, signing petitions and many other activities. Mock elections during presidential and gubernatorial election years at Legacy Pre will be a way of not only studying the electoral process in a relevant way, but actually having students “vote” after research and studying the candidates’ platforms and deciding which one to vote for and why. Having students pretend to be the candidates and putting on debates will further their thinking skills as well.

**REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.**

The elementary years will focus on instilling patriotism and teaching the basics of Texas and American history and government. In middle school the emphasis will increasingly be on learning the mechanics of government, more specific details of the political system and understanding the major individuals and forces shaping our state's and nation's development. The emphasis in high school will be on instilling a more in-depth knowledge of our history and political system and helping our students to develop a critical mind on various political, social, economic and historical issues and challenges our nation confronts. At each level, the Constitution will be emphasized through the creation of a “Classroom Constitution”, where class rules will be decided upon at the beginning of each year by the teacher and students. A “Classroom Council”, made up of a rotating group of students, will work to settle classroom issues, such as bullying, playground incidents, etc., thereby helping students own and solve their own problems.

Assessment of students' mastery of social studies objectives will include a variety of methods, all age- and grade-level appropriate. In addition to the traditional tests and quizzes; authentic assessment will also include speeches and presentations, projects, essays, research papers, simulations, portfolios, role playing, volunteer work and service projects. Other formative assessments would include Stanford 10, STAAR and End-of-Course (EOC) Assessments at secondary levels. *A social studies project will also be completed each year using cross-disciplinary standards that include writing across the curriculum strategies.*

The goal of Legacy Prep Academies’ social studies program is to give the students the information about how the political system works, how they can get involved if they so choose and how to become an informed citizen and participant in the political process. Social studies

- *P. 86: Confirm your understanding that there are state and federal requirements pertaining to the problem of bullying in schools.*

We understand that there are state and federal requirements pertaining to the problem of bullying in schools and we will follow state law in this area. Legacy Prep Academies will strive on having a “no bullies” type of environment in all three schools.

APPROVED DURING CONTINGENCY PROCESS

should also help our students understand how past events, individuals and movements have shaped the present and that what we choose to do today in terms of political policies and individual actions will shape the future. As Spanish-born US philosopher George Santayana said in his *The Life of Reason, Volume 1*, "Those who cannot remember the past are condemned to repeat it." Knowing our history leads to a better understanding of our present, a greater appreciation of our nation's strengths and a better understanding of our nation's problems and challenges that must be tackled. With the inclusion of Chinese in the middle elementary grades, it forces the inclusion of present-day issues that will form the future for which the students must be ready.

We believe that the social studies curriculum reinforces the values and character we want to instill in our students. The goal of Legacy Prep Academies' social studies curriculum is to help form values and ethics consistent with democracy. Legacy Prep Academies' social studies curriculum will also focus on citizenship training and ensure that its students will acquire the values, character, beliefs and core knowledge vital to a democracy, enabling them to become good citizens of the community, state and nation. Each classroom will create its own Constitution, therefore reinforcing in a relevant way, the basic foundation of this country. Our goal is to graduate students capable of participating in the political process as informed, knowledgeable citizens with critical minds, good character and integrity.

Enrichment Curriculum

In addition to the TEKS, all students at Legacy Prep Academies will be immersed in on-going enrichment opportunities. Enrichment at Legacy Prep will mean adding Advanced Placement (AP) strategies to each teacher's "tool belt". No longer will just the "gifted kids" get the best teachers using the best strategies... now at our school ALL the teachers will use AP strategies with ALL students.

Students will also participate in a Spanish-language program K – 12 plus the opportunity for Chinese in late elementary grades, which is designed to allow students to be bi- or trilingual before graduation, promoting a well-rounded, "international" student. The emphasis on dual-credit classes along with the embedded college and career readiness standards and the technology application TEKS in each grade will add enrichment and purpose to each and every class at Legacy Prep. Students will be expected to take AP or dual credit Spanish courses in high school to gain college credits early in their high school career. Second language acquisition offers

students a variety of benefits. Besides enhanced career opportunities in an increasingly bilingual job market, a greater competitive edge in future markets and the global marketplace, a greater intercultural appreciation and sensitivity, and an expanded world view, there are academic and cognitive benefits from learning a second language, particularly learning it early in life. Learning a second language is an investment for a lifetime.

In addition, Legacy Prep students will grow in a unique environment, starting with the Montessori foundation of Self-Directed Learning (SDL), into New Tech Middle and High School. Project-based learning will bring out the “gifted” in each student in a relevant, engaging way, but more than that, we will graduate student who are “effort”-based learners, not just smart. As mentioned by Carol Dweck in her book on bringing the best out of students: it is important that we teach students that working hard to learn something leads to internal satisfaction, versus relying on our basic ability.

Character & Leadership Development

Character development will be incorporated with the leadership curriculum adopted by Legacy Prep Academies. Character development programs, such as Capturing Kids’ Hearts provides tools for administrators, faculty and staff to build positive, productive, trusting relationships — among themselves and with their students. This, combined with Daggett’s leadership framework, can be easily integrated into the leadership development program implemented by the school and the core curriculum. This character development program "provides a framework for integrating guiding principles into the curriculum and the fabric of school life. It is based on the idea that developing character in students begins with the teacher modeling positive character attributes and actively coaching students to learn and practice the guiding principles which form the basis of sound character" (Daggett, 2006).

Each grade cluster will have the opportunity to complete service learning projects that incorporate these traits of exceptional character as well as practicing good leadership skills. These projects will be point based, so that every student has the opportunity to earn the Scholar Award at the end of each year.

The Behavior Rtl model mentioned earlier reinforces responsibility, respect, and safety which will be modeled in relevant ways by Legacy Prep staff starting from each student’s first day of school so that by the time they graduate, each of them has had hundreds of real-life examples of

what those traits are and aren't. Implementing ongoing character development and a strong leadership program will increase student awareness in the larger context of "real life."

Service Learning

Service learning will be developed by teachers and student to ensure a developmentally appropriate activity that supports the core curriculum of the school through project learning and technology application skills. Students will be able to relate the service activities to experiences and concepts from the classroom experiences in the core curriculum. Included are a few examples of service projects our students might choose for their required service project:

Grades K-2 (primary School):

1. Service within the structure of the school: Students will assist new students and work with others that need special assistance in the classroom.
2. Adopting a grandparent: Students will read and participate in discussions, as well as prepare special activities for "grandparents" from the community to understand rewards that accompany giving to others.
3. Reading Buddies program will have 2nd graders reading to K – 1st graders to encourage more reading by all!
4. Keeping our school GREEN! will be a thread felt by all grade levels. At this level, students will be encouraged to keep their classrooms and school clean by making sure garbage goes where it is supposed to go! A recycling program will be part of science at each grade level!

Grades 3-5 (Intermediate School):

1. Visiting Nursing Homes: Students will read, do projects and visit with residents. Through this project, students strengthen their reading and communication skills while discovering their personal power to make positive changes in their communities.
2. Taking Technology to the Community: Community members bring in memorabilia and oral or written stories about their lives and work with their student partners to capture related memories, pictures and stories into an electronic scrapbook. The students and community members will work together to learn ways of using the Internet, such as finding health information, sending and receiving e-mail and researching genealogy.
3. School Guide: Students will provide an orientation to demonstrate knowledge of school rules, procedures and guidelines for community visitors.

4. A mentoring program will be considered at this level, to assist in mentoring lower grade buddies on an as-needed basis.

5. Reading Buddies program will have upper graders reading to lower graders to encourage more reading by all!

6. Keeping our school GREEN! will be a thread felt by all grade levels. At this level, science students will be helping to manage the recycling program for K - 5!

6-8 (Middle School):

1. Tutoring: Working with struggling students in grades K-5 in core academic areas.

2. Campus Improvement: Identify improvements that could be made in the school. Areas might include cleaning the school grounds, planting flowers outside the school, school orientation tours and welcoming activities, beautifying the lunchroom or creating a mural in the hallway.

3. Work for the Needy: Research (through newspapers, the Internet, interviews with local officials and contacts with local churches) to find the identity and location of the hungry in their community. Organize a canned food drive, take up contributions in their neighborhoods or work in the local kitchens that feed the homeless.

4. Keeping our school GREEN! will be a thread felt by all grade levels. At this level, science students will be overseeing and managing the recycling program K – 8.

5. A mentoring program will be considered at this level, to assist in mentoring lower grade buddies on an as-needed basis.

9-12 (High School):

1. Needs Assessment: Students will survey the community for needs and will create, articulate and implement a plan for meeting the community needs.

2. Community Governance: Given scenarios about community needs, students will discover and analyze methods that leaders might use to solve local problems. These solutions can then be shared with local governing entities.

3. A mentoring program will be considered at this level, to assist in mentoring lower grade buddies on an as-needed basis.

4. Keeping our school GREEN! will be a thread felt by all grade levels. Helping the community recycle will be a focus for this level, encouraging and educating families to do the same at home.

Bilingual/English Language Learners (ELL)

Legacy Prep Academies will value the diversity of the student body. The school's culture will recognize the contributions of the linguistic and cultural backgrounds of the English-language learners while promoting high academic achievement for all. We are committed to having a dual-language program starting in Kindergarten with certified bilingual teachers in each grade level through fifth grade. The certified Bilingual teacher will co-teach with a mainstream teacher, each providing reading instruction to their students' in their primary language for half a day, then switch classes, using the other content areas to build vocabulary fluency in the second language. The goal is for the majority of students to be proficient in the second-language by Grade 3. The incorporation of a dual language program for early childhood students will allow native Spanish speakers to emerge as leaders and peer tutors for their English-only speaking peers and provide rich opportunities for both languages to be more fully developed by all students at Legacy Prep Academies. The school would incorporate ESL and sheltered instructional strategies for all teachers, emphasizing the use of the English Language Proficiency Standards (ELPS) within the everyday curriculum.

All state and federally mandated laws (NCLB, Title III) will be followed according to the bilingual and ESL student assessment and instruction, LPAC committee recommendations, as well as required teacher recruitment, training, and certification. The TEA Limited English Proficient (LEP) Decision Chart will be utilized to guide decisions for LEP students. School and home partnerships will be developed to establish not only the LPAC decisions, but also the Individual Learning Plan (ILP) for each student to ensure that limited English proficient students have the opportunity to master the essential knowledge and skills of the required curriculum and to goal-set towards success each year. The English-as a-second-language program will be rigorous to increase proficiency in the comprehension, speaking, reading and composition in the English language. The following will be incorporated based on student need:

- Student specific interventions based on LPAC committee decisions as well as their Individual Learning Plan (ILP)
- Sheltered instruction such as the SIOP model (The SIOP model address the academic and linguistic needs of English Language Learners (ELL) by teaching language and academic content simultaneously. The SIOP model is a research-based model of sheltered instruction that helps teachers plan and deliver lessons that allow English Language Learners to acquire grade level academic knowledge that is comprehensible as they continue to develop English language proficiency.)

- *P. 91 : When the application states, "Bilingual/English Language Learners (ELL) ," explain if the meaning is a bilingual education program or bilingual as in knowing two languages.*

When the application states, "Bilingual/English Language Learners (ELL) ," the meaning is a bilingual education program, not bilingual as in knowing two languages.

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- ✓ • PP. 91 and 109: Since **ELL** and **LEP** are used in the same document, confirm that these terms are used interchangeably.

These terms, **ELL** and **LEP**, are being used interchangeably.

- ✓ • P. 91 : Confirm that a bilingual education program will be offered in accordance with Texas Education Code (TEe), Chapter 29 and 19 TAC, Chapter 89.

We confirm that a bilingual education program will be offered in accordance with Texas Education Code (TEe), Chapter 29 and 19 TAC, Chapter 89. Also, all limited English proficient students for whom a district is not required to offer a bilingual education program shall be provided an English as a second language program as described in subsection (e) of this section, regardless of the students' grade levels and home language, and regardless of the number of such students."

- ✓ • P. 91 : Revise to state that when offering a required bilingual education program, the students will be instructed in all core content areas by certified bilingual teachers as is required by law.

The bilingual education program at Legacy Prep Academies will be offered in accordance with Texas Education Code (TEe), Chapter 29 and 19 TAC, Chapter 89. The students will be instructed in all core content areas by certified bilingual teachers as is required by law.

- Focus on literacy fluency and cultural enrichment
- AVID-like strategies
- Technology-based learning
- Utilization of common instructional vocabulary among faculty
- Collaborative teaching among the disciplines
- Teacher utilization of differentiated learning styles
- Cooperative learning activities (structured discussions, Think-Pair-Share, Jig Saw)
- Use of graphic organizers and mind-maps
- Learning connected to culture, language and background of students
- Vocabulary strategies to introduce and reinforce content vocabulary
- Comprehension strategies such as pre-reading, frequent summarization and post-reading activities
- Varied means of instruction (cooperative learning, individual projects, technology based)
- Consideration of looping students in critical grades
- High expectations embedded within school culture
- College-bound expectation
- Ongoing documentation of informal and formal assessments used to drive instruction
- Data driven decisions concerning instruction and curriculum for Bil/ESL students
- Professional development on effective BE/ESL strategies

**REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.**

Students in English Language Learning programs are provided a specific curriculum by the state of Texas. This curriculum is intended to align with core curricular goals while providing the additional support needed for students learning English as a Second Language. These TEKS are referred to English Language Proficiency Standards (ELPS).

Education Region Service Center 13 offers an ELPS Toolkit that is designed to help teachers incorporate the English Language Proficiency Standards (ELPS) when planning lessons and delivering instruction. The toolkit contains a copy of the ELPS, guidelines for differentiating instruction and interactive strategies for developing academic language, resources and strategies for lesson planning designed with ELL students in mind. These strategies include creating language objectives, access prior knowledge, building vocabulary and concept knowledge, engaging students with interaction, teaching learning strategies and assessing students. Teachers will be provided with sample lesson plan templates and corresponding ELPS, sample sentence

Educational Plan

- *P. 92: When the application states, "English Language Learning Programs," explain if the meaning is a bilingual education program and/or English as a second language program.*

When the application states, "English Language Learning Programs," the meaning is referring to the ESL or English as a second language program, which can be a stand-alone program (if the campus does not have the need for a bilingual program) or the English component of a bilingual program. All limited English proficient students for whom a district is not required to offer a bilingual education program shall be provided an English as a second language program as described in subsection (e) of this section, regardless of the students' grade levels and home language, and regardless of the number of such students. The need to put in a bilingual or ESL program will be driven by student enrollment and student need.

stems and classroom strategies for ELL students. This resource would be used in addition to the TEKS to support an appropriate ELL program.

Region 10 offers SIOP and ELPS professional development free of charge for campuses in the Dallas area. This valuable resource will be tapped into as a way for teachers to learn how to differentiate their instruction according to the language level of their students. It will also be used for administrators to stay in compliance with current policies and directives on the teaching and testing of ELL students.

Special Education Students

Students with special education needs will be provided full access to the curriculum through an inclusion program or any other special education services determined by the student's Admission Review and Dismissal (ARD) committee. Students will be provided support in the classroom through the use of inclusion teachers who will ensure that the student's individual educational plan is implemented effectively. Incorporated in the IEP, each special education student will receive an ILP, as all general education students do to make sure the student is involved in his or her own goal-setting towards academic success. In addition, Legacy Prep Academy students that *are identified as having a need for special education services will be provided the same legal rights and-procedural protections as those in other schools, including access to all extra-curricular activities. The ARD committee will meet annually and the committee will decide educational placement and services. The school will provide the services as decided by the ARD committee including contract services through the Region 10 Service Center if our staff cannot meet the services needed. All teachers that work with special education students are required by law to be certified, and as such, Legacy Prep will not only hire certified teachers, it will hire only those certified teachers who show a passion for working with our children!*

The driving force of our curriculum and instruction is to individualize instruction for all students, regardless of language acquisition, learning disability or other special need. Legacy Prep Academies will ensure that all procedural and legal requirements established by federal and state law will be prioritized and followed for the best education in the least restrictive environment for each identified special education child.

Provide three specific examples of the ways that the TEKS and the assessment of the TEKS will be incorporated into classroom instruction.

The following provides a view of what one might find visiting the classrooms of Legacy Prep Academies as they take the research and data analysis from the Kilgo and Curriculum Matrix to choose the most challenging TEKS, utilize the innovative and rigorous instructional techniques described throughout the charter application, and finally end with authentic, relevant assessments that also translate to higher student performance on traditional assessments like TAKS and the upcoming State of Texas Assessments of Academic Readiness (STAAR).

The first specific example of how the TEKS will be incorporated into classroom instruction and assessment is from the 8th grade mathematics TEKS. The objective throughout the mathematics test from the 8th grade, as well as on SAT with the lowest student mastery is the following: *The student will demonstrate an understanding of the concepts and uses of measurement.*

The specific student expectations on measurement will vary depending on the grade level, but one that has been particularly troublesome in the 8th grade is to find lateral and total surface area of prisms, pyramids and cylinders using [concrete] models and nets (two-dimensional models). A question on this student expectation from the 2003 TAKS test asked the students to do the following: "For small paving jobs, a contractor uses a roller pushed by a worker (picture was included). To the nearest square inch, what is the area of pavement with which the surface of the roller will come into contact in one complete rotation?" Only 47% of the students throughout the state answered that question correctly. On the 2006 TAKS, a question on the same student expectation from the TEKS asked the students to do the following: "Moffett's Candy Factory makes candy in the shape of cylinders. (The net of a cylindrical piece of candy was pictured.) Which is closest to the total surface area of this piece of candy?" On this question only 51 % of students throughout the state answered correctly (Kilgo Data Driven Decision Making notebook).

To master this challenging student expectation, students must be actively engaged in projects or activities where they apply the learning to complex situations, so the teacher, after assessing students prior knowledge and skills, could have the students go to web sites like <http://www.mathmovesu.com> for an overview of the concept. Next, the teacher would divide the class into small groups and give each group a copy of the question from the past TAKS. Students

would be expected to develop their own lesson to teach to the class utilizing technology and innovative teaching techniques they think would engage the rest of the class.

For example, a group might do a skit, or a television show including a song, rap or dance to teach the measurement concept or design models for others to measure for surface area. Students would be required to present their lesson in some format like posting it on YouTube or other technology venues for an authentic audience. Since this particular student expectation is so challenging, having students prepare and teach it will heighten their mastery. In addition, they will hear several other groups of students who will approach the target in other ways, meeting varied learning styles. Brain-compatible learning discusses the heightened learning through *allowing students interactions with peers (relationships)* as they prepare the lessons and enjoy one another's presentations. The novelty and even the humor that will accompany the demonstrations, will also take the learning into long-term memory storage according to brain researchers. This deep mastery of a student expectation by an authentic assessment product of a student-developed teaching tool would reverse student poor performance on this instructional target. In addition the three R's of relationships, rigor and relevance have been incorporated into the curriculum.

The second example of how to take a student expectation from TEKS to how it is taught and to TAKS or STAAR assessment rigor will be from the 8th grade science TEKS. Secondary schools in County that were rated "Low Performing" on the most recent administration of TAKS had difficulty on the 8th grade science test. In fifth and eighth grade, earth science is the content area of the TEKS that has the lowest scores throughout the state. The specific student expectation that has a high failure rate in both grade levels where it is assessed concerns an understanding of the cyclical movements of the Sun, Earth, and Moon. The student expectation of 8.7b asks students to demonstrate and predict the sequence of events in the lunar cycle. The web-based program from Explore Learning called "Gizmo" has visual lessons where students can view and manipulate the movement of the Sun and see the effect that has on the Earth and Moon.

Teachers could have students use the computer to view the Gizmo lesson concerning this target. Next, the teacher could put students into groups of three, with each one being assigned the role of the Sun, Moon or Earth. The students would have to model with their bodies how the tilted Earth rotates on its axis, revolves around the Sun, the changes in the lunar cycle and other events caused by these movements. Groups would physically demonstrate this for the teacher or a

- P. 95: Explain how the teacher...
concept and how

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SEE INSERT.

mastered the mathematics

Teachers at Leg... use on-going common assessments every three weeks to assess whether... have learned the math concepts previously taught. The results of the common assessments will be discussed during PLCs with other math teachers and an administrator to help determine not only what Student Expectations (SEs) need to be retaught, but also what reteaching strategies will be used to do so.

- P. 95: Explain the following statement, "Secondary schools in County that were rated 'Low Performing' on the most recent administration of TAKS had difficulty on the 8th grade science test."

The statement should read:

Many secondary schools in Dallas County that were rated 'Low Performing' on the most recent administration of TAKS had difficulty on the 8th grade science test.

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- *P. 95: Explain how the teacher will determine that the students have mastered the mathematics concept and how reteaching will occur, if necessary.*

Teachers at Legacy Preparatory will use on-going common assessments every three weeks to assess whether students have learned the math concepts previously taught. The results of the common assessments will be discussed during Professional Learning Communities (PLCs) with other math teachers and an administrator to help determine not only what Student Expectations (SEs) need to be retaught, but also what reteaching strategies will be used to do so.

To add clarity to the term common assessment, Legacy Prep believes the following:

Teachers on a collaborative team in a PLC understand they must have absolute common agreement on what students are to learn as a result of their course, their grade level, and every unit of instruction they teach. They also understand that while the best teachers use a variety of strategies to check for student understanding in every class period, periodically they use a more formal assessment and that some of those assessments must be common. In other words, how students are assessed and the criteria by which they are assessed should be the same several times during the semester. But teachers in a PLC also understand they have complete discretion regarding how they teach on a day-to-day basis as long as they are able to demonstrate their strategies result in high levels of student learning. PLCs want teachers to use diverse strategies so members of a team are able to learn from each other regarding which strategies seem to be most effective for the students they serve.

The importance of common curriculum, common pacing, and common assessments are grounded in research. In fact, when Robert Marzano examined 35 years of research on school practices that have a positive impact on student achievement, he found that providing students with a guaranteed and viable curriculum was the single most powerful factor. In other words, teachers were committed to ensuring students learned the same essential knowledge and skills regardless of the individual teacher to whom they were assigned. Thirty years of research on effective schools conducted by Larry Lezotte and others led to the same conclusion “effective schools have clear and focused academic goals that are understood and embraced by the teachers. Doug Reeves refers to power standards in his research on high-performing schools, but they all referencing the same research-based fact: “students learn at higher levels when their teachers provide them with access to the same essential knowledge and skills regardless of who the teacher might be”.

The power of common formative assessments has also been established in the research. Michael Fullan refers to the use of common formative assessments as one of the most powerful, high-leverage strategies we know of for improving student achievement. The research of Dylan Wiliam and Marnie Thompson led them to conclude that the use of common formative assessments developed by teachers in a learning community is the single strategy that offers the largest gains in student achievement. Reeves concluded teachers should have common collaboratively scored assessments at least once per quarter if they want to help more students learn. Paul Black, Rick Stiggins, Mike Schmoker, and Larry Ainsworth are among the other researchers who have concluded that common formative assessments are one of the best strategies available to any school that is committed to improving student achievement.

student coach. Next, the students would be given a question where they would have to produce an accurate drawing that matched the description in the question.

If there was still quite a bit of ambiguity among the students, she or he would allow them to do the drawings with their peers from the group. For example, in view A, the Moon is passing behind Earth and it is covered by Earth's shadow or illustrates the phase of the Moon and the subsequent position of the Earth if it is in the First Quarter of the Moon. The teacher would randomly choose 4 or 5 of the students' illustrations and project them for the class to see. She would do a quick, whole class assessment to see if they agreed or disagreed that the drawing matched the statement.

The student's next assignment would have them individually explain in a brief essay, with illustrations, the cyclical movements. This serves as our **third example** of a TEKS that is challenging for students, as summarization and short essay answers on the reading and English Language Arts assessments are among the lowest scores on that content test each year throughout the state. Students need to summarize content from other disciplines, but particularly in science, math and technical writing.

In this assignment the students would be asked to orally present the information from their summary essay to their buddy student in a grade below them. This authentic type of assessment for an audience heightens the relevance and rigor of an assignment, builds relationships and leadership skills, and as they discuss and teach the material, their learning goes into long term storage. Students were taught the content by technology like a video-game on Gizmo, students modeled the concept with their physical bodies (brain-compatible strategies) and explained it, then they illustrated the concept (learning is heightened when it is done through various styles). Finally, the students were assessed with an individual writing assignment and teaching it to another student. Teachers often contend there is not enough time to spend this length of time on a particular student expectation, yet in the status quo teachers are "telling the students" the information many times and often over a period of many years and yet students are not retaining it and mastering the content on state assessments.

Describe the manner in which the science curriculum will meet the 40% laboratory and field investigation requirement/or middle and high school courses.

At Legacy Prep Academies, we believe experiencing science is the key to understanding science. According to the American Association for the Advancement of Science (AAAS), science instruction should be hands-on and inquiry-based to promote and sustain student interest and enthusiasm in science, with 40-80 percent of science education devoted to laboratory time. Students in 6th through 12th grade will spend a minimum of two out of five class periods in a laboratory setting giving a minimum of 40% lab time.

K-5th: Legacy Prep Academies realizes the necessity of science instruction and the relevance to real world application. At Legacy Prep, we have developed the following approach to ensure our students K-8th will receive a minimum of 40% of science through lab experiences. This will be accomplished through science integration, project-based learning and technology integration.

Science integration would happen through designing "universal labs." Universal labs are designed with all subjects in mind. Teachers from K-8th would meet during the summer mapping out for each six weeks the best way to integrate labs to ensure impact across multiple disciplines. The time spent in lab time would be cataloged through lab reports and an interactive science notebook. The reports and science notebooks would be evaluated each six weeks to ensure the quality of lab experiences and quantity of time spent in hands-on science.

Project-based learning is the systematic teaching method that engages students in learning knowledge and skills through an extended inquiry process structured around complex, authentic questions and carefully designed AAAS products and tasks. Projects allow students to invest in the learning process by engaging in what is relevant to them. Personally connecting to the content helps students learn the information, explore their own interests and make real-world connections beyond school. This approach encourages in-depth knowledge and thinking by involving students in answering questions, making connections and using analytical skills. Connecting personally to science is a key factor in developing a deeper understanding of the world in which we live and the outcomes of decisions.

Technology integration is another means to ensure our students have access to lab experiences and inquiries beyond the capabilities of the classroom. Students are able to log into the internet to watch dissections, download photographs from orbiting satellites and/or converse with experts worldwide. The students at Legacy Prep Academies will be obtaining an in-depth analysis of the

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functioning of the human body and watching chemical reactions through interactive computer programs that connect classrooms to other classrooms and scientific facilities anywhere.

Legacy Prep Academies is planning to design the science lab experiences for flexibility in the arrangement of space. This will allow students of various ages to utilize the lab experiences in ways that best meets the individual needs of the learners. Science is as much about creativity and wonder as it is about logical thinking and factual knowledge. With a little creativity, science learning opportunities can be made available throughout the school.

6th-12th: At Legacy Prep Academies, science credits will be divided into two categories for science with a combination of laboratory/classroom time. Students will receive .5 credits for laboratory time and .5 credits classroom time. This would model how college science classes are divided up. Assigning credit weight to laboratory time ensures students will receive hands-on experiences to solidify their learning in the various aspects of science. Students in 6th-12th grades will have the same opportunities as those in the lower grades-with science-integration options, project-based learning and technology integration. The effectiveness of the laboratory and classroom instruction will be evaluated through project outcomes, lab reports and the students' , Individual Learning Plan (ILP), if needed.

Describe the educational program and the setting that will be used to offer courses to meet the requirements for physical education.

The purpose of Physical Education at Legacy Prep Academies is to offer creative physical education programs that are designed to promote a healthy and active lifestyle for our students in grades K -12.

Utilizing the strategies of problem solving, goal setting and cooperative learning, the physical education program at Legacy Prep Academies will contribute to the understanding and knowledge of a healthy, active lifestyle, emphasizing safe and cooperative physical activity practices. Another important component of physical education is the way it contributes to understanding physical health and wellness, including the consequences of risky behaviors such as substance abuse and obesity. The practice and promotion of nonviolent physical activity will be emphasized. This is an area which our medical community partners wish to collaborate to ensure that the content of healthy choices becomes part of the lifestyle of the children and

- *P. 98: Confirm your understanding that awarding credits at the high school level must match state graduation requirements and that students who leave Legacy Preparatory must have academic achievement records (AAR) to transfer to other schools.*

We understand that awarding credits at the high school level must match state graduation requirements and that students who leave Legacy Preparatory must have academic achievement records (AAR) to transfer to other schools.

APPROVED DURING CONTINGENCY PROCESS

families we serve. As a result of an excellent physical education program, students are more likely to be better prepared as productive students, workers and contributors to their communities and organizations within society, as documented by the American Heart Association; the U.S. Department of Health and Human Services, "A Report of the Surgeon General and the National Association for Sport and Physical Education (NASPE)."

Through regular participation in physical activity, students will have the opportunity to develop a pattern of life-enhancing and self-rewarding experiences that contribute to their potential to be healthier members of society. Through the state's K-12 TEKS in physical education, students will be challenged to participate daily in healthy choices and health-enhancing activities and behaviors.

The purpose of physical education is for all students:

- to learn and develop fundamental movement skills
- to become physically fit to participate regularly in physical activity
- to know the implications of and the benefits from involvement in physical activities, and to appreciate the value of physical activity and its contributions to a healthy lifestyle.

Legacy Prep Academies will conduct many of its physical education activities outdoors. In the event of bad weather, students will utilize an indoor all purpose room that will hold approximately 50 students safely. Nutrition will be also emphasized along with the need for physical activity, since research is clear that eating right goes hand in hand with staying healthy.

a) Describe the educational program and the setting that will be used to offer courses to meet the requirements in fine arts and technology.

Fine Arts

Legacy Prep Academies will provide a diverse Fine Arts Program through exceptional fine arts teachers and eclectic programming that will meet the needs of each individual student. The program will be built around Dr. Bill Daggett's Rigor and Relevance framework, with an emphasis on building positive relationships. Students will be given quality instruction within the classroom with the goal that students will eventually create original works, critique peer projects and reflect on the creative process.

The fine arts program will consist of art, music, theatre and dance, although not all may be available the first year or two. In addition, we may offer subjects such as drawing, painting, printmaking, sculpture, ceramics, jewelry, photography, filmmaking and electronic media. Exhibits that reflect the eclectic curriculum and individual creativity will be displayed by students throughout the year. These projects will be exhibited in a variety of venues, such as the Ellen Noel Art Museum, the Permian Basin Fair and Expo, Music City Mall, local business partners and at the campus.

Musical performances will also be presented throughout the year at the school and at a variety of community venues. Students will be encouraged to write and produce their own performances under the guidance of their teachers. Musical performances will also be coordinated with the Dallas Symphony.

Students in theatre, drama and dance will also demonstrate performing and producing skills by participating in short theatrical play performances within our school, as well as more sophisticated community performances at the different theaters around the Dallas area. These students will be encouraged to take leadership roles within the theatre community and within school productions.

Students in the fine arts will be encouraged to participate in community competitions and UIL performances, both individually and as a group. Additionally, Legacy Prep Academies will host a culminating fine arts fair at the end of each school year that will encourage all students avenues of creativity. We will ask professionals from the community to be judges and we will invite the public to participate in the celebration. Auctioning off projects each year will allow for a building of a college fund for deserving students when it reaches a certain amount.

Fine arts instruction will take place on campus within several settings. Musical, dance and theatre arts will have larger classrooms and access to an auditorium. Other art classes will be provided classrooms with access to extra storage and facilities for cleaning tools and protecting art projects. Safety for students and their artwork will be significant in determining the location of these rooms.

Technology

Legacy Prep Academies is committed to be a state and national leader among all forms of public schools in student-centric technology and upon charter approval will establish a technology

APPROVED DURING CONTINGENCY PROCESS

- *P. 100: Confirm that the Dallas Symphony has agreed to work with Legacy Preparatory to coordinate student performances.*

The sentence on page 100 reads: "Music performances will also be coordinated with the Dallas Symphony". As per their education page on the Symphony YES! program:

World famous musicians present an intimate and delightfully informal concert experience – right in your school!

Teachers can choose from brass, string, woodwind, or percussion ensembles. Each ensemble will come directly to your school, introduce their instruments to the class, perform an engaging variety of repertoire, and interact directly with students. Programs are tailored precisely to fit the needs of each age group, and audience sizes are limited to ensure that each child gets the most out of each program.

Prior to the presentation, each school will receive a copy of *Music Fun Facts* (in both English & Spanish), an engaging resource book about the orchestra that prepares them to meet the musicians and their instruments. Symphony volunteers also serve as helpful liaisons between the schools and the orchestra to make each Symphony YES! experience a success.

Benefits:

- ♪ Ensembles come directly to your school
- ♪ Internationally renowned artists
- ♪ Grade-specific programs, covering TEKS Learning Standards

The Dallas Symphony welcomes the opportunity to partner with schools to bring music to each and every student.

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committee to strategically develop and implement a plan for developing outstanding technology innovation and expertise in all students. At the present time technological improvements make learning more engaging and research advances enable the design of student-centric software so students can choose from a variety of delivery options that are more appropriate to each student's personal learning style. However, most schools continue to operate in the old teacher-controlled technology paradigm. This model has a teacher operating a computer, projector or SmartBoard delivering instruction to the whole class for the majority of the class time. Researchers continually bemoan whole group instruction of this nature, stating that approximately one-third of the students already know the material being presented and an even larger percentage will not understand and be able to apply the material through this delivery method. Legacy Prep Academies will commit to exciting technology integration that nurtures the understanding that people see and learn differently and that those differences merit respect instead of persecution and humiliation or school failure.

The goal of the school is to issue a laptop or net book to every student. Certainly this is required for the New tech Middle and High school levels. Each laptop will have access to textbooks, reducing textbook costs to the school. This alleviates many textbook issues and allows students to be more productive on an individual basis.

In order to implement technology in an educational system several components must be in place. There must be the physical components, the electrical and/or wireless system that allows for access to technology, and the educator's ability to deliver instructional/educational information using the technology available to them. Technology Application TEKS provide a baseline for the technology curriculum up to about the 7th grade, yet they will be augmented by the school technology plan throughout a student's school career. After 8th grade, we will significantly increase the technology curriculum by incorporating opportunities that embellish the student's chosen educational path, including dual enrollment in Dallas Community College's technology courses and the business/community partnerships to develop innovative technology products. As stated in the student goals section, every student will have technology assessments, demonstrations with rubrics of mastery goals and other assessments that will be incorporated in the student's ILP.

Kindergarten-2nd: In these grades students must have access to computers to meet expectations as outlined by the Texas Education Agency. The requirements include using correct vocabulary;

knowing how to locate information on-line; being able to save, print, and access files; being able to use a mouse, keyboard, disk drive, modem, voice/sound recorder, scanner, digital video, CD-ROM; demonstrating correct keyboarding techniques including capitalization, punctuation, spelling, word division; and use of numbers and symbols as grade level appropriate. Students must also be aware of copyright laws, how to use a search engine to acquire information, and use on-line help desks. Students should be able to use technology as a problem solving tool as appropriate to the task, including the use of word processors and multimedia presentation software. They should be able to create and publish projects after building a knowledge base individually or in groups. This will result in the evaluation of a final product.

Grades 3-5: Technology TEKS build on the TEKS previously outlined for the younger students with some additional concepts. These concepts include the ability to navigate and access information on local area networks (LANs) and wide area networks (WANs) for research and resource sharing. Students should also be able to evaluate information, resolve information conflicts and validate information. This age group should be able to create graphics which will require document cameras, create databases, spreadsheets and do simulations. They should also be proficient in utilizing electronic science or mathematics laboratories, go on virtual field trips and create virtual field trips for other students, do online interactive lessons and manipulate information. These students should not just only publish multimedia presentations, but also be able to present these presentations as a reliable authority on the subject matter and create technology assessment tools such as check lists, timelines or rubrics.

Grades 6-8: Technology TEKS build on skills already mastered and completed in previous years. In addition students will become familiar with networking components, be able to compare, contrast and use various input, processing, output and primary/secondary storage devices. They will be able to use terminology related to the internet, such as e-mail, URLs, social networking, electronic bookmarks, WWW, HTML and compare LANs, WANs, the internet and the intranet. They will be able to develop strategies for capturing digital files while conserving memory and retaining image quality. The students will be familiar with the ethical ramifications of copyright violations, piracy, hacking, virus setting and the invasion of privacy. The students will possess an in depth knowledge of all Microsoft Office products and be able to manipulate them in order to create a product necessary to be successful in class. An example would be a technical instruction guide that students would publish on-line. They should be able to use telecommunication tools such as Internet browsers, video conferencing and distance learning.

Designing and implementing procedures to track trends, set timelines, and review/evaluate technology products should be routine procedures at this level.

Grades 9-12: The students will be required to begin building their college readiness website in 9th grade, using Career Cruising, or another similar online career guidance and planning system. Students will have numerous technology projects required for graduation. Additionally, the school will offer a place to study with a highly qualified teacher on staff to help students achieve success. Students would be encouraged to take courses through Dallas Community College to segue into college and earn their high school diploma at the same time. By already having their own laptops, students could also take the basic academic classes in a community college setting or even audit classes offered through online universities. MIT offers 1900 free online classes that range from aeronautics and anthropology to writing and women's studies. Student technology projects at this level will be extremely advanced and evaluated by industry standards and authentic audiences. It is the commitment of Legacy Prep Academies that secondary students will be involved in a technology driven business venture that could be operated collaboratively between Legacy Prep Academies students, faculty and local businesses or they will work directly with a business or higher education research team to be leaders in educational technology innovation.

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

Technology Setting

Non-negotiable technology in a classroom includes a networked computer linked to a network printer, a projector and document camera in each class. Each grade level will have a SmartBoard to better enhance student learning. Another pertinent component would be access to a computer lab with desktop computers with internet access and printing capabilities. Additional appropriate technology will be added as enrollment increases through grant funding and school generated funds. Technological advances will be monitored and incorporated appropriately.

Additionally, every computer needs a program, such as Deep Freeze, that will prevent students from destroying the integrity of the machine, and a safety net, like Net Nanny, that will keep students from accidentally being exposed to inappropriate sites on the internet. There is an additional-cost of \$2500 for site based licenses for both. Grants, business partnerships, and fund raising drives will be a priority to attain the technology resources to propel Legacy Prep Academies to being a leader in this field.

- *P. 103: Confirm your understanding that any course offered through distance learning technologies, such as, but not limited to, satellite, Internet, two-way video-conferencing, online courses, the TxVSN, and instructional television, will comply with 19 TAC §74.23 and that any shift in focus from traditional instructional methods to a primary use of technology to deliver instruction will require approval of a substantive charter amendment request by the commissioner of education.*

We understand that any course offered through distance learning technologies, such as, but not limited to, satellite, Internet, two-way video-conferencing, online courses, the TxVSN, and instructional television, will comply with 19 TAC §74.23 and that any shift in focus from traditional instructional methods to a primary use of technology to deliver instruction will require approval of a substantive charter amendment request by the commissioner of education.

APPROVED DURING CONTINGENCY PROCESS

Community Agreement for the Legacy Prep Educational Program

Legacy Prep Academies staff, administrators, students, and parents will understand that:

- The TEKS define what students should know and be able to do in all basic and enrichment subject areas.
- Scaffolding knowledge and skills are the basis of quality educational programs for Texas students. Scaffolding is an instructional technique whereby the teacher models the desired learning strategy or task, and then gradually shifts responsibility to the students.
- TEKS are age-appropriate at each course level.
- The TEKS must be embedded with college readiness and technology application strands in a relevant, rigorous manner to ensure high quality teaching and learning.
- Student expectations are based on careful consideration of the distinctive cognitive, social/emotional, and physical development of adolescents and teenagers.
- The TEKS are attentive on learners, their current capabilities, and ways to help them advance to higher levels of knowledge and skills.
- The TEKS must be taught in such a way that they connect with the prior knowledge of the learners.
- The TEKS highlight what students should learn rather than what teachers should teach.

b) Describe how the teaching methods to be used will provide a rigorous and relevant academic program and state the reasons for choosing them, explaining how the methods enhance student learning and promote high expectations for all students. Include information about materials, strategies, techniques and procedures to be used to meet the needs of the student population, including students with disabilities and those requiring BE/ESL services, and clearly state the number of instructional hours per day that will be afforded to students.

Educator Quality

Teachers must utilize the best of strategies and materials to enhance student success. The catalyst for those choices and the success of their implementation rests solely on the shoulders of the classroom teacher. The most significant determinant of student success is educator quality according to Dr. Marina Walne, UT professor who is heavily involved in the University of Texas-

University Charter School. In research done by Linda-Darling-Hammond-(1999) it was found that it takes children up to seven years to overcome the impact of a poor teacher on standardized test results. To best meet the needs of our student population, particularly those with disabilities, requiring bilingual/ESL services and/or other significant deficiencies in academic performance Legacy Prep Academies will prioritize educator quality. The hiring process for teachers will be rigorous, ensuring only the most qualified, certified, and energized teachers are placed in our classrooms.

Best Methods, Strategies and Techniques

A careful review of research and best practices of high performing classrooms reveals significant commonalities among the practices of America's best teachers. Teachers that are closing the achievement gap and bringing increasing numbers of students to high levels of performance share many similar approaches. These teachers:

- understand and manage the curriculum
- know how to design, implement and assess meaningful and engaging learning experiences
- *are relentless in their pursuit of making sure all learners learn, despite any gaps, learning disabilities, and or language proficiency issues that may be found within their students*
- understand the need to collaborate with other teachers, analyzing the most current assessment, which leads to a change in instruction
- know how to create and analyze common assessments
- use formative and authentic assessments
- know how to involve their students in goal-setting and reflection around their own assessment results
- *contribute to the overall effectiveness of the school and*
- create and or participate in support systems for students and connect with parents and the community in a meaningful way.

Outstanding teachers look for professional development that will enhance or fill any needed gaps, as shown by the data they analyze. They know how to collaborate with other educators, constantly professionally dialoguing around the current academic issue or upcoming concept. They integrate these strategies in an instructional process that is focused on content, learning skills, technology tools, assessment results, and goal-setting for students' success in their future.

Curriculum Management

TEKS will be taught in a way that is academically rigorous and relevant to the students. To enhance student achievement, students must see the relevance and need of what they are learning. This relevance then leads students to increase the rigor and perseverance in the curriculum (*Rigor and Relevance*, Dr. Willard Daggett 2008). Project based, interdisciplinary lessons developed by teams of teachers using a curriculum matrix of TEKS most tested on the state assessment will be used throughout the grades. The lessons focus on taking students beyond knowledge and comprehension into applying the content into real-world or relevant experiences as well as projecting how those TEKS can be implemented in new and unique environments.

The Margaret Kilgo scope and sequence resource materials will also be utilized to assist teachers in determining when to teach student expectations. The Curriculum Matrix and Kilgo resources will provide an important framework for teachers to target the most important TEKS and assist in teaching to mastery through project-based active learning products. These were chosen because Legacy Prep founders have worked with both Dr. Daggett and Margaret Kilgo. One Legacy Prep Academy founder, when serving as a principal, had significant increases in students' commended-performance on TAKS utilizing the Kilgo materials.

Legacy Prep Academies will provide training to faculty on the Kilgo resources, an analysis of the most assessed TEKS, as well as those that are most utilized in the world of work according to business leaders. These frameworks will provide the scope and sequence as well as target specific TEKS in the curriculum at Legacy Prep Academies.

Engaging Instructional Practices

"Schools cannot be made great by great teacher performances. They will only be made great by great student performances." The key to school success is to be found in identifying or creating engaging schoolwork for students. (Phillip C. Schlechty, *Working on the Work*, 2002). William Glasser noted that we actually learn and retain only about 10% of what we read, 20% of what we hear, 30% of what we see, 50% of what we both see and hear, 70% of what we discuss with others, 80% of what we experience personally and 90% of what we teach to someone else (Glasser, William. *Control Theory in the Classroom*, 1986). Students must be actively engaged and take responsibility for their learning by performing the majority of the work themselves. When students are actively engaged throughout the learning process, they understand the purpose

(relevance) as well as fulfill their own aspirations for success and enjoy increasing the rigor of their work.

To ensure student engagement is a priority, the following will be implemented by the school:

- Classroom walkthroughs by the administrator will occur continuously throughout the year with reflective feedback
- Teaching/Learning teams will determine professional development
- Best practice sharing sessions
- Differentiated instruction will be used to ensure scaffolded learning by all students
- Project-based lessons will be used as models to develop additional engaging projects that promote high expectations for students.

Students and staff will be engaged in formative assessment that increases students' responsibility for their own progress. Students will have personal responsibility for their own learning by:

- Individual Learning Plan (ILP) development
- Ongoing reviews that require students to reflect over their performance results, set goals, monitor their attainment and make decisions.
- Interacting frequently and appropriately with teachers to receive ongoing active feedback that enables learning to be authentic.

Contribute to the Overall Effectiveness of the School

Because so much of the research about the most successful teachers contends that they should be involved in the school's decisions for heightened effectiveness, this is one of the driving forces for the establishment of charter schools. The main distinguishing characteristic of a charter compared to a traditional school is the lack of bureaucracy that is typical in a larger school district. Teachers, who are the key to student performance and closest to the students, will be the decision makers in selecting curriculum, projects and teaching methods that engage students and lead to excellence. Through Teaching/Learning teams who analyze data, support and monitor one another and determine best practices and decisions for the school, classroom teachers will wield the power to make the soundest instructional decisions to meet the needs of the student population, including our students with disabilities and those requiring bilingual, ESL or other special services. With this heightened involvement of teachers, we reserve the right to alter curriculum decisions and non-essential assessments based on teacher recommendations, school leadership as well as Board of Director agreement.

- *P. 107: Confirm your understanding that major shifts in the curriculum approved in a charter application by the State Board of Education can be revised only with the submission of an amendment request and the approval of the request by the commissioner of education.*

We understand that major shifts in the curriculum approved in a charter application by the State Board of Education can be revised only with the submission of an amendment request and the approval of the request by the commissioner of education.

APPROVED DURING CONTINGENCY PROCESS

Students with disabilities are held to the same challenging standards as all students in the general population, and school support is essential to meet the guidelines for special education students.

Regular education teachers must know and utilize strategies based on the student's Individualized Education Plan (IEP) so they can help students with disabilities learn in regular education classes as much as possible. Special education teachers need to know the academic content in which their students will be tested on STAAR as well as NCLB standards for Adequate Yearly Progress (AYP). Legacy Prep Academies will hire certified, qualified faculty to work with students with disabilities and provide professional development to all faculty to implement effective strategies for special needs students.

Effective Strategies for Identifying Student Needs

One of the first strategic steps for the campus to follow for student success involves identifying the student's needs. Based on the student evaluations, students will be offered services for Special Education, English Language Acquisition or any other individualized support program that is based on specific student need. This will be an ongoing process, with assessment results from not only standardized tests but student work products and other information helping teachers know if their instruction is having a high-level of impact on the students' learning and thinking processes.

Participants in Decision-Making

Parents, staff members and students will participate in ARD as appropriate to the needs of each student. All staff members and parents will be trained on ARD procedures and decision making for students with special needs. Students identified as Limited English Proficient will be monitored by the LPAC Committee, which will consist of staff members and parents. Training will be provided these participants as well. Parental and student involvement is key for student success in any special program provided.

School Responsibilities

Next, we must determine the teacher's capacity to address the needs of students served by special education and identify areas for mentoring, coaching or targeted instruction. Exploring the possibilities of team or co-teaching will encourage increased rigor of student learning. As we continue to analyze the success of our students served with special education services we will monitor for the need of additional classroom and external interventions. A partnership will be developed with the Region 18 ESC for assistance on the kinds of plans or strategies needed to more successfully meet the needs of our special education students. The UTPB Special Education

- *P. 108: Confirm your understanding that special education students cannot be predetermined and that the charter will offer a full continuum of special education services. As students with disabilities enroll or are referred to Special Education through the Student Support Team (SST) process, the IEPs will be developed and implemented in the GenEd classrooms.*

**REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.**

We understand that the charter will offer a full continuum of special education services. As students with disabilities enroll or are referred to Special Education through the Student Support Team (SST) process, the IEPs will be developed and implemented in the GenEd classrooms.

- ✓ • *P. 108: Confirm your understanding that parents cannot be required to participate in ARD or LPAC committee meetings.*

We understand that parents cannot be required to participate in ARD or LPAC committee meetings.

APPROVED DURING CONTINGENCY PROCESS

- *P. 108: Confirm your understanding that the placement of special education students cannot be predetermined and that the charter will offer a full continuum of special education services.*

We understand the placement of special education students cannot be predetermined and that the charter will offer a full continuum of special education services. As students with disabilities enroll or are referred to Special Education through the Admission, Review, and Dismissal (ARD) Committee process, the Individualized Education Programs (IEPs) will be developed and implemented in the GenEd classrooms. The ARD committee consisting of the appropriate personnel will have final authority for determining the educational plan for students.

APPROVED DURING CONTINGENCY PROCESS

department and ELL department have outstanding professors for collaboration to meet the needs of our students and enhance our teachers' success through team teaching and other professional development.

< SEE Page 91 Revision >

Required Committees

For both special education and English Language Learners (ELL) NCLB requires the participation of designated students on the state STAAR assessment. An ARD or LPAC committee determines what assessments are most appropriate for students in special populations.

Limited English Proficient Students

Legacy Prep Academies will research the types of LEP services that best meet the needs of identified students at our campus. Planning teams will provide services that align with state and federal policies. Legacy Prep Academies understand that according to Texas Education Code Chapter, 29 Sec. 29.061, a teacher assigned to a bilingual education program must be appropriately certified for bilingual education by the State of Board of Educator Certification. In the same manner, a teacher assigned to an English-as-a-second-language program by the State Board for Education Certification.

Legacy Prep also understands that a district with an enrollment of 20 or more students of limited English proficiency in any language classification in the same grade level shall offer a bilingual or special language program.

Programs could include a bilingual, developmental bilingual, dual language or ESL program to build proficiency in both languages by building on the primary language and expanding English language skills. According to TAC, Chapter 89, Subchapter BB, all limited English proficient students for whom a district is required to offer a bilingual program shall be provided an English as a second language program as described in subsection (e) of 89.1205, regardless of the students' grade levels and home language, and regardless of the number of such students.

~~Newcomer or sheltered English instruction will be provided for newly arrived immigrants or students with limited English proficiency and will also be considered for students needing more intensive language support.~~ We will assign the appropriate, certified personnel to serve LEP students and ensure the alignment of services, instruction, resources and support for the ELL student's needs. The campus will establish and maintain high expectations for all students.

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

- P. 109: Describe the types of LEP services the charter proposes to offer.

The superintendent of Legacy Prep Academies was not she was also an ESL teacher at the middle school to get their Bil/ESL endorsement. She will ensure her teachers receive the necessary training. She always look to hire bilingual teachers whenever possible as the student language needs call for it in this area.

**REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.**

e Bilingual teacher, teachers who want university. She will make

Legacy Prep Academies will follow state guidelines in serving the Limited English Proficiency (LEP) students who arrive at its schools. All LEP students for whom a district is not required to offer a bilingual education program shall be provided an English as a second language (ESL) program, regardless of the students' grade levels and home language, and regardless of the number of such students.

All teachers will also be trained in Sheltered Instruction Observation Protocol (SIOP) strategies so they can use them with the different language level found in their classrooms. Please see page 25 for more information on SIOP and its strategies.

- ✓ • P. 109: Revise the text to include the reference to the bilingual education program that the charter may be required to offer per TEC, Chapter 29 and 19 TAC §89.1205(a).

Please revise the first sentence of the last paragraph at the bottom of page 109 to the following:

Newcomer or sheltered English instruction will be provided for newly arrived immigrants or students with limited English proficiency and will also be considered for students needing more intensive language support as per TEC, Chapter 29 and 19 TAC §89.1205(a).

- ✓ • P. 109: Revise the text to correct the misinterpretation of 19 TAC §89.1205(e) as 19 TAC §89.1205(d) states, "All limited English proficient students for whom a district is not required to offer a bilingual education program shall be provided an English as a second language program as described in subsection (e) of this section, regardless of the students' grade levels and home language, and regardless of the number of such students."

The text has been revised to correct the misinterpretation of 19 TAC §89.1205(e) as 19 TAC §89.1205(d) states,

"All limited English proficient students for whom a district is not required to offer a bilingual education program shall be provided an English as a second language program as described in subsection (e) of this section, regardless of the students' grade levels and home language, and regardless of the number of such students."

APPROVED DURING CONTINGENCY PROCESS

- *P. 109: Describe the types of LEP services the charter proposes to offer.*

Legacy Preparatory will always hire ESL/Bilingually certified teachers as the student language needs call for trained personnel in this area.

Legacy Preparatory will follow state guidelines in serving the Limited English Proficiency (LEP) students who arrive at its schools. All LEP students for whom a district is not required to offer a bilingual education program shall be provided an English as a second language (ESL) program, regardless of the students' grade levels and home language, and regardless of the number of such students.

All teachers will also be trained in Sheltered Instruction Observation Protocol (SIOP) strategies so they can use them with the different language level found in their classrooms. Please see page 25 for more information on SIOP and its strategies.

APPROVED DURING CONTINGENCY PROCESS

including the ELL population. Faculty and peers will develop caring and nurturing relationships with mentors to assist in the students' success in language acquisition. These relationships will enhance relevance and rigor into the students' academic life. With the magnetic draw of our caring culture for students and their families, we will reach out to the families of ELL students with information on schooling, career pathways and resources to transition to secondary school and college readiness.

**REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.**

Special Education Students

Students that are identified to receive Special Education services will meet state and federal requirements for such services. Additionally, they will be afforded all rights and services provided other public school students as determined by the ARD committee. Faculty and staff will have training in the identification of the students as well as training in meeting any needs of any special education student. All teachers hired to instruct special education students will be certified as special education teachers by the state of Texas, as designed by law.

All special education students must only have plans established by the Admissions review and Dismissal (ARD) Committee; therefore, students served by Special Education Services will have Individual Education Plans (IEPs) that are designed through the ARD Committee rather than through the Individual Learning Plans (ILPs). Although students in special education will have ILPs, these will never conflict with the ILP but in fact will complement each other, helping the student feel like s/he is the same as other students, using an ILP twice a year to goal-set towards college readiness!

Additional Programs

The use of student-centric technology to individualize instruction and meet student learning styles and pacing will be utilized for the entire student body, including ELL and special education students. The goal will be to fill gaps in learning and to accelerate students' mastery of content. Instructional Hours and Increased Time on Task Students at Legacy Prep Academies will have more time on task. With an extended day, students will have 75 more minutes four days a week for instruction. . The school day will be from 8:00 to 3:30 p.m. on Monday through Thursday and 8:00 to 3:00 p.m. on Friday. Legacy Prep will provide extended school days with a total of 8,370 additional minutes a year. The extended school day will add the equivalent of 20 more instructional days, so the 180 days will equal to 200 days compared to a 175 standard day in a

- *P. 110: Change the first ILP acronym in the fifth sentence of the third paragraph to read IEP.*
The first ILP acronym in the fifth sentence of the third paragraph has been changed to read IEP:

Although students in special education will have IEP s, these will never conflict with the ILPs but in fact will complement each other, helping the student feel like s/he is the same as other students, using an ILP twice a year to goal-set towards college readiness!

- *P. 110: Explain which campuses in Dallas ISD were considered in the programming comparison.*

The comparison group has been the district's lowest performing secondary schools, which include campuses such as Samuell HS, Seagoville HS, A. Maceo Smith HS, Carter HS, Spruce HS, Hulcy MS, Hill MS, Cary MS, and Atwell MS. None of these schools has the components listed on page 13 as of the time this application was written.

APPROVED DURING CONTINGENCY PROCESS

Instructional Hours

- *P. 110: State the number of instructional hours per day to be offered.*

The school day will be from 8:00 to 3:30 p.m. on Monday through Thursday and 8:00 to 3:00 p.m. on Friday.

Each school day will offer students a minimum of six instructional hours per day.

APPROVED DURING CONTINGENCY PROCESS

traditional school calendar year. This equals 20 **additional days** of outstanding academic and life improvement skills for the students of our charter school compared to adjacent ISDs.

Summer school will be offered for all students who need additional instructional time to meet state standards if budget allows, but the intent is at Legacy Prep that few students will need to go because they did not pass STAAR.

Time on task is also referred to as academic learning time (ALT). ALT is the amount of time and quality of educational time a student spends attending to relevant academic tasks (Caldwell, Huitt, & Berliner). Legacy Prep Academies contends that the increased time created by extending our school day and school calendar along with a focus on engaging academic learning time will translate to significant achievement gains for all students, particularly those who are at-risk. Extended day and time has yielded successful results in other charter schools such as KIPP, YES Prep and Uplift.

Another unique component of the schedule at Legacy Prep is the 3:00 dismissal for students on Friday. On one of those Fridays each month, special area teachers will take a grade level or selected student groups from lunch until dismissal to participate in service projects, extra-curricular club meetings, fine arts or technology projects and other-productions. At this time, faculty whose students are participating in the planned activities will have an extended job-embedded professional development and collaborative planning time. This will include a lunch time together; and then the time from 1:30 to 4:30 will be devoted to needs identified by Teaching and Learning Teams and other assessment measures.

Technology and learning methods to meet student needs

Legacy Prep Academies will not ignore the fact that students currently enjoy powerful technology that assesses skills and interests and even customizes the methods for delivering the content. Unfortunately, it does not occur during school, but after school when they play games or spend time on their computer (Tom Vander Ark, President, X PRIZE Foundation). Student time on technology-driven products is astounding, yet the educational community has not embraced this exciting learning methodology that accentuates the learning process. The question is whether this next innovation, which can truly individualize much of the instructional process, will occur inside or outside of public education (Kathleen McCartney, Dean, Harvard Graduate School of Education, 2008). Legacy Prep Academies will maximize this type of technology innovation by recruiting and hiring teachers who are highly skilled in technology innovation, plus provide on-

going professional development in technology advances. All teachers will require students' maximized time utilizing technology in projects across the disciplines.

Due to the overwhelming impact of a quality teacher in the classroom and the teacher quality skills that effective teachers employ described above, Legacy Prep Academies will focus on hiring, training and retaining teachers meeting these dynamic skill sets. A thorough interview process with the superintendent/principal, as well as representatives from the Board of Directors and Community Parent Council will be incorporated with requirements such as a demonstration lesson and portfolio review to select the best teacher candidates to promote high expectations for all students.

c) Describe the planned academic assessment program, including the process to be used to determine baseline achievement levels of students and the methods of measurement to be used.

Legacy Prep Academies will use collected student data to drive instructional decisions.

Baseline Levels

At the beginning of the school year the Stanford 10 will be given to new students to establish a baseline for math, reading, science and social studies from which the school can monitor student performance and academic achievement. The results from the Stanford 10 will become a part of each student's Individual Learning Plan (ILP) and the point from which each subsequent assessment will be compared. The Stanford 10 will be administered each spring to all enrolled students to determine annual growth.

All subject areas tested on ST AAR will be analyzed by the faculty, as well as students, to measure academic improvement based on the student's individual scaled scores. Instead of focusing on school or grade level scores, the school will focus on each student to improve his own scaled score to attain, and then maintain commended level performance.

Assessments

School-wide benchmarks and short formative assessments will be administered to measure the effectiveness of instruction and make informed decisions pinpointing areas of needed intervention.

Performance on the STAAR will be a focused area for data analysis to drive student achievement decisions. Teachers will use these assessments to measure the mastery of specific objectives. As a highly successful school, Legacy Prep Academies will use quality data to make laser-like decisions about curriculum through data disaggregation. After determining appropriate solutions for the problem areas, they will implement adjustments effectively to meet the needs of all students. Recorded results from quantifiable measures will guide teachers in shaping interventions and in planning future lessons.

Assessments that help our students connect what they learn in class to the world beyond the classroom and school walls will be the focus of classroom instruction. For that reason, performance assessments will be accentuated throughout the student's career at Legacy Prep Academies as a visible way for others to view our students' work as well as monitoring the progress of student achievement. Performance assessments include products, performances, quality responses and electronic portfolios.

This type of assessment supports the rigor and relevance that are inherent in the Legacy Prep Academies design. These authentic tasks give the teacher and students insights into students' metacognition and opportunities to view and reflect on progress in the social and academic skills and behaviors that are not easily demonstrated in paper-and pencil assessments. Teacher committees will determine specific performance assessments in addition to those identified in the character/leadership program. It is our plan for the entire learning community to be involved in these authentic assessments as audiences and to provide feedback on student products.

If through any of the formal or informal assessment processes a student presents an educational need an RTI (Response to Intervention) Team will begin the process to address needs of the student through a continuum of services which include more intense intervention, frequent monitoring of student progress, appropriate formal assessments and additional diagnostic assessment when necessary.

d) Describe strategies to ensure that the educational program will effectively prepare students to enter kindergarten on or above grade level and ensure a successful transition from pre-kindergarten into grade school.

According to Chris Ferguson and Lacy Wood, in the document *Family and Community*

Connections with Schools, Easing the Transition from Pre-K to Kindergarten: What Schools and Families Can Do to Address Child Readiness, learning before kindergarten is the educational foundation that sets the tone for their long-term educational experience and academic success. Two ways to ensure successful early school experiences is through family involvement and assessing school readiness.

Transition to Kindergarten

When Legacy Prep Academies opens in the Fall of 2011, students in Kindergarten through second grade will be the initial target group. Once state funding is 100% for Pre-K and/or the school can financially support the Pre-K population (presumably in Year 4), then Pre-K will be added. Until Pre-kindergarten is available, the transition services provided in the kindergarten year will be crucial to student success.

Upon entering kindergarten, Legacy Prep Academies will incorporate parental involvement and educational assistance as well as assessing each child's status to develop a plan for success. These two strategies will assure a positive transition from home or pre-kindergarten to kindergarten. Family involvement is the capstone of Legacy Prep Academies. When schools and families collaborate to help young children transition from home to Pre-K to kindergarten, the result can be measurable dividends for students (Rathbun & Germino-Hausken, 2001). It guarantees academic success for each child, in that it safeguards each child's potential and decreases the achievement gap.

Legacy Prep Academies will use specific transition activities before children begin Kindergarten by promoting a high level of family involvement and establishing expectations for continued family-school connections for the future.

1. Our school staff will make direct contact with parents before a child enters school and will continue that contact throughout the child's education. Once the pre-kindergarten program has started, pre-kindergarten teachers will have an end-of-school conference with parents to provide parents with present levels of performance and academic skills as they relate to kindergarten expectations as part of the Individual Learning Plan.
2. We will host a special meet the teacher night for parents and children to meet the kindergarten teacher and to visit the classroom. This will give teachers the

APPROVED DURING CONTINGENCY PROCESS

- ✓ • P. 114: Confirm your understanding that offering a PreK program in the future will require the submission of a substantive amendment request and approval by the commissioner of education **prior to the charter making this change.**

We understand that offering a PreK program in the future will require the submission of a substantive amendment request and approval by the commissioner of education **prior to the charter making this change.**

- ✓ • P. 114-115: Remove language that sets requirements for parents as parents may not be required to attend any event at public schools.

Language that sets requirements for parents as to attend any event at public schools has been removed. Instead, parents are provided as opportunities for children's education.

Parents are not required to attend any event at public schools. Instead, they will be more involved in their children's education.

For example, or **REVISED DURING CONTINGENCY PROCESS. SEE INSERT.** graph, the newly revised beginning sentence will read, "Upon entering kindergarten, Prep Academies will incorporate parental involvement opportunities and educational assistance as well as assessing each child's status to develop a plan for success."

- *P. 114-115: Remove language that sets requirements for parents as parents may not be required to attend any event at public schools.*

Language that sets requirements for parents as parents may not be required to attend any event at public schools has been removed from pages 114-115. Instead, they will be provided as opportunities for those parents who choose to be more involved in their children's' education.

For example, on page 114, third paragraph, the newly revised beginning sentence will read, "Upon entering kindergarten, Legacy Preparatory will incorporate parental involvement opportunities and educational assistance as well as assessing each child's status to develop a plan for success."

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opportunity to speak to parents and to provide information on what to expect from a typical school day.

3. We will provide brochures or fliers on school expectations and tips for parents to assist their children to better prepare them for school.
4. Our school will invite families and school staff to participate in groups to reflect on our school's overall goals for students and staff. The goal will be to explore families' and the school's expectations for students, and determine families' needs in supporting their child's transition to school.
5. Specific parenting seminars to address school success will be conducted.
6. Kindergarten parents/guardians are invited to attend all curriculum activities that Legacy Prep Academies will offer.

Legacy Prep Academies understands that assessments for children must be used to guide parents, teachers, and the school as a whole on how to focus on the most important skills for school success. Children's attributes, such as language development, following directions, pre-academic skills, social interaction with peers and others will be part of the assessment of a child entering Legacy Prep Academies. To effectively prepare students to enter kindergarten on or above grade level, teachers will use these early assessments to:

1. Develop organized classrooms to deliver quality instruction to enhance high levels of productivity and increase engagement to improve the competencies of young children, for a simple and successful transition. "Intentionality" is the directed, designed, rich interactions between children and teachers in which teachers purposefully challenge, scaffold and extend children's skills (Pianta, 2004).
2. Understand that it is the implementation of the curriculum and the requirements of direct, comprehensive and on-going feedback to and from teachers regarding high quality performance that will bring better results in children's achievement.
3. Use ongoing, developmental appropriate assessments to measure growth and development of the child and share this with the parent throughout the process.

Transition is considered to be a process that happens over a period of time and involves all of the "stake holders" (children, parents, preschool teachers, child care professionals, kindergarten teachers, and likely other family members and adults) rather than just a specific event that happens only to a child. The National Educational Goals (Shore, 1998) stresses calling not just for children to be ready for school, but for schools to be ready for children. Legacy Prep

Academies will utilize the data and adequately prepare students, teachers and parents to provide optimal educational services.

- e) Describe strategies to be used to prepare all students to meet graduation requirements, including students with disabilities and those requiring BE/ESL services.***

Preparation for higher education begins in the cradle and an emphasis on early childhood education and primary grade interventions brings tremendous gains for students. However, these effects diminish over time if not continually reinforced. The Gates foundation (2006) reports that "we must establish mechanisms that allow all students to select from a range of rigorous, high-quality schools, and access the school of their choice" (*The Silent Epidemic: Perspectives of High School Dropouts*). This is why Legacy Prep Academies has chosen to ensure that students who commit to this school environment will have a state of the art education. The small secondary school environment at Legacy Prep Academies will encourage a caring and concerned environment that will be built on powerful relationships and sustained involvement with caring adults, who will mentor, advice and support students throughout their high school careers. With strong, empathic relationships in place, the rigor of high expectations and meaningful courses will be combined with relevance to the global world in order to prepare students for success in college, work and life.

Specific strategies prepare all our students for high school graduation and college readiness will include e following from the report on the "10 Strategies for Improving High School Graduation Rates and Student Achievement", Southern Regional Education Board, November 2006:

1. Legacy Prep Academies will increase the achievement, course requirements and graduation rates of all students by requiring all students to complete a solid academic core including additional courses in mathematics, science and humanities to meet or exceed all state requirements. Our students will have course requirements that include academic core courses, fine and performing arts and career/technical education programs. Additionally, more time is provided in the school day and there is a longer school year to meet these requirements. All high school students (as well as some 8th graders) will be in dual enrollment college courses, Advanced Placement courses or will be expected to audit a college course.
2. Better preparation through career awareness, in-depth guidance and counseling, as well as increased parental involvement and individual graduation plans (included in

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We understand that requirements for special education students cannot be predetermined and will be outlined in each special education student's IEP by the ARD Committee. We further understand that the charter school will offer a full continuum of special education services.

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the high school student's ILP) will promote a seamless transition from middle school to high school and from high school to postsecondary studies and careers.

3. Students' plans will be reviewed each semester as part of the ILP review to ensure students are on track. Each secondary faculty member at Legacy Prep Academies will serve as an advisor and graduation coach for a cadre of students. The graduation coach/advisor will work with the counselor and faculty to forge more in-depth relationships with the identified at-risk students and determine additional support for the student based on his/her individual needs. Two-thirds of high school dropouts report they would have worked harder if more was demanded of them, about half said they did not feel comfortable going to a staff member and over 60% said their school needed to do more to help students with problems outside of class (*The Silent Epidemic: Perspectives of High School Dropouts* for the Bill and Melinda Gates Foundation, 2006). The small school environment of Legacy Prep Academies with close, caring relationships will significantly diminish this obstacle to secondary student success.
4. Middle school transition to high school is a primary mission of our middle school faculty. Standards must be increased in language arts/reading, math and science so the students are prepared for their high school courses.
5. Increased percentages of eighth grade students taking and succeeding in Pre-Algebra and Algebra I is key to better college readiness. This means a continued dedication to tutoring and personalized instruction so that all our students can meet the math standards.
6. With our Parent as Partners program, we will orient middle school students and their parents to the high school expectations and the high school planning process. With ninth grade being a pivotal year for dropouts, especially among male and minority students, increased guidance and personalized time with the ILP and counseling services will be utilized to ensure students spend their extended time addressing needed academic skills.
7. Students at this particular age need extra and co-curricular activities to heighten their attachment to other peers and their satisfaction with the school. With our extended days, all of our students will be involved in an activity of their choosing.
8. Create partnerships with employers and community and technical college programs to provide students access to high quality career/technical studies in high demand fields. In addition to preparing our students for academic college work, we will also

encourage those relevant experiences that assist in career choices and add relevance to their academic achievement. Partnerships with Dallas Community College will be formalized for concurrent and dual enrollment courses.

9. We will implement a program such as the Daggett Personal Skills development program, focused on organization and study skills. These programs teach time-management, note-taking and other student behaviors that maximize college success.
10. Develop a support system for students who fail a course or the STAAR assessment.
The graduation coach/advisor will determine tutorial options, technology assistance, including online offerings, and increased monitoring for encouragement and support for student efforts.

Special Education

Students served by special education will begin transition services by age 14. These services include career and post-secondary planning, as well as assessing curricular needs for high school graduation. A full range of special education services and support will be provided to every special education student to maximize academic success. (It is understood that all teachers hired to instruct special education students will be certified as special education teachers by the state of Texas, as designated by law.) Students begin taking an active role in the ARD decision making process at this point. Legacy Prep Academies will encourage each special education student to participate in the ARD process during these secondary years and will also include the student's graduation coach, advisor and parent in each meeting. This will assist students in making the best decisions possible when planning for future endeavors. The goal of Legacy Prep Academies is to prepare each student to accomplish all educational and career goals. This includes setting high standards of expectation and assisting each student in whatever way necessary to accomplish their individual goals.

Bilingual/English Language Learners

This population is the most overlooked in our community, yet it is one of the largest populations. Legacy prep understands and will comply with Texas Education Code, Chapter 29, stating that each district with an enrollment of 20 or more students of limited English proficiency in any language classification in the same grade level shall offer a bilingual education or special language program. Legacy Prep understands that according to TAC, Chapter 89, Subchapter BB that all limited English proficient students for whom a district is not required to offer a bilingual education program shall be provided an English as a second language program as described in

subsection (e) of 89.1205, regardless of the students' grade levels and home language, and regardless of the number of such students.

To best meet the needs of these students, a staff member who has specialized training and expertise in working with ELL students will participate in each LPAC meeting. If a student is Limited English Proficient, an LPAC-trained member will also participate in the annual ILP meeting. With ELL students, academic language most often develops last and in response to this, Legacy Prep Academies will provide additional academic language lessons to ELL students weekly with additional tutorials in any area of weakness as needed.

The graduation coach of every ELL student will weekly monitor the progress of each student in all academic areas and will provide additional supports to struggling students prior to student failure. The goal of Legacy Prep Academies is to prepare each student to accomplish all educational and career goals. This includes setting high standards of expectation and assisting each student in whatever way necessary to accomplish goals.

j) Discuss the academic and enrichment support that will be provided to engage or reengage students in school.

Engagement and Reengagement through Academics

Quality instruction and strong student-to-teacher relationships are the crux of student engagement. To accomplish the goal of providing engaging, quality instruction, Legacy Prep Academies will utilize the Curriculum Matrix for the content areas as well as Gold Seal Lessons from the International Center for Leadership in Education. Additional technology resource lessons, small group instruction (Tier II), tutorials and other assistance will be provided to reengage students struggling with academics. The ILP team will monitor academic performance of students and incorporate the following:

- Transition programs (kindergarten, elementary to middle school, middle school to high school, 12th grade to post-secondary)
- Utilizing cooperative learning
- Incorporating systematic vocabulary strategies to introduce and reinforce content area vocabulary
- Content reading comprehension strategies such as pre-reading and frequent summarization to ensure understanding of the required material

- Professional development of staff that targets engagement of students
- Response to Intervention (RTI) strategies
- Technology-based learning

For students who are still at-risk and need reengagement, additional support from small group instruction and tutors will be provided.

Engagement and Reengagement through Relationships

Relationships also play a key role in the learning process. In *Student Engagement - Creating a Culture of Academic Achievement*, Dr. Richard Jones states, Strong positive relationships are critical to the education process. Students are more likely to make a personal commitment to engage in rigorous learning when they know teachers, parents and other students care about how well they do. They are willing to continue making the investment when they are encouraged, supported, and assisted. Building good relationships complements rigor and relevance. For students to engage fully in challenging learning, they must have increased levels of support from the people around them. Following this philosophy, Legacy Prep Academies will be built upon a challenging curriculum intertwined with strong personal relationships by:

- Providing one-on-one relationships
- Creating a school wide positive culture (school activities, rigor, relevance and relationships)
- Incorporating character education and service learning
- Prevention and early intervention through Personal Intervention Plans (PIP)
- Utilizing small learning communities
- Community outreach support
- Creating business partnerships
- Family involvement and participation programs
- Advisory Programs

Engagement and Re-engagement through Mentoring

Mentors offer friendship, guidance and positive role models while instilling the social skills needed in the workplace. Jckielek, et al (2002) found that students with the highest risk of dropping out benefited the most from mentoring. Their grades improved and they were more likely to pursue postsecondary education. She also found that the more positive the perception of the mentoring relationship, the better the outcome for the students involved. The most successful

mentoring programs were highly structured, driven by the needs of the youth involved and provided mentors with in-depth training.

At Legacy Prep Academies, mentoring is a key factor in engaging and reengaging students in the learning process. In addition to high quality instruction and innovative learning experiences, mentoring is a great avenue in which to develop even stronger academic and enrichment support.

Legacy Prep Academies will offer several mentoring programs/opportunities for students:

- Pairing at-risk students with trained mentors who engage in a supportive relationship based on academic tutoring or enrichment. While the focus is primarily academic, mentors will also work with students to develop better self-esteem and achievement motivation. Academic mentoring is very effective and is one of the easiest programs to establish.
- Partnering with our community partners to enlist mentors for our 7th-12th grade students. We will also utilize mentors within our walls. Since one of our goals at Legacy Prep Academies is to develop leaders that give back to the community, expecting our students to be mentors on campus is a great starting point for developing skills that have a compound effect.
- Students at higher grades will be paired with younger students. This is beneficial socially and academically.

Our adult mentors will be carefully screened and selected. Then the mentors are matched with mentees; both groups will attend training and orientation sessions. They will meet together as a pair weekly. Mentors will also attend scheduled team meetings each month. We believe that this inward support system will become a model for other school districts to follow.

Legacy Prep Academies will adjust our mentoring programs to help students develop the skills and attitudes that are essential to academic success. Our mentors will focus on self-esteem, social and behavioral skills and achievement motivation. Our mentors will encourage good attendance and also serve as advocates when students have problems or concerns. We realize the time sensitive nature of mentoring. At Legacy Prep Academies, mentoring will be a solid foundation for long-term academic and personal success of our students.

With our partnerships with non-profit corporations, businesses and educational entities as well as our internal mentoring program, we believe that Legacy Prep Academies will be a place where students succeed and break the cycle of dropping out of school. The mentoring program also offers students the support system to be successful in tackling college and life-long learning opportunities. Students experiencing heightened difficulties in their academic or social life will be given additional consideration to determine how the mentoring program can be adjusted for success.

Engagement and Re-engagement through Peer Tutoring

For students interested in volunteering to serve as a tutor, such academic involvement can prove to be beneficial both socially and academically. As the Corporation for National and Community Service (CNCS) explains, "Cross-age tutoring can have benefits for both the tee and the tutor. Using high school students to tutor students in elementary school has the potential to be a win-win situation."

As the CNCS further explores, one Seattle school district paired high school and elementary students in academic tutoring programs, which resulted in beneficial learning opportunities for both age groups. The local high school and elementary school "partnered to create a service-learning program where high school students enrolled in a home/family life class and also tutored elementary students during the week. The high-school tutors worked in teams and were coached by an on-site reading specialist." Three to five days a week, tutors would meet with their assigned elementary student, focusing on the lowest-scoring and achieving students so as to provide strong support earl on. It is our contention that at-risk students ho most need reengagement will also benefit by teaching younger students. As they teach concepts and are expected to serve as a leader to another student, their academic engagement will improve.

g) Discuss the instructional strategies to be used to target college and/or career readiness.

College Readiness Instructional Strategies:

To ensure students are college ready, several instructional strategies will be employed, such as:

- **Note Taking and Study Skills:**

- Students will learn note-taking skills, such as Cornell note taking through core academic courses.
- Students will learn study skills through programs, such as Avid or similar programs, based on funding.

• **Instructional Technology Program:**

- Student-driven technology programming will increase student preparedness by:
 - Increasing critical thinking through planning and implementation of technology portfolios and products
 - Increasing student written skills through planning and implementation of course material
 - Increasing student communication skills in written, oral and visual media
- Students will be prepared to learn through a variety of media, increasing ability to learn in online college programs.
- Students will have the unique ability to present course material at a level of depth and complexity required of post-secondary students.

• **Advanced placement courses:**

- Advanced Placement courses will be offered for those students who need to be challenged and stretched beyond the traditional high school course offerings.
- These courses will be encouraged for all students.
- Spanish Advanced Placement courses will be an expectation for all Legacy Prep Academies students

• **Earning concurrent college credits:**

- Dual or concurrent credit classes with Dallas County Community College District (DCCCD) will be offered so that students will be able to earn college credit while attending the last few years of high school. (The collaboration with DCCCD in technology courses dual enrollment offers exciting possibilities for our students.)
- Students will be expected to earn a *minimum number* of college credits by graduation.
- These classes will *not only* give students a head start in pursuing their college degree but also challenge them intellectually as they take courses that are developed by leading professors to reflect the level of learning happening at colleges throughout the country.

- *P. 123: Provide specific details on the dual credit opportunities to be afforded to the students by the charter school.*

Dual Credit courses are offered by DCCC in a variety of subject areas including math, science, English, economics, history, government and a wide variety of technical courses.

Dual Credit courses can be taught either at the college or at the high school. Courses are taught by college faculty or by qualified high school instructors who meet the same criteria as college faculty.

Dual Credit academic courses are transferable to all Texas public colleges and universities and to some private and out-of-state institutions.

What Are the Benefits?

Dual Credit offers motivated high school juniors and seniors the opportunity to earn college and high school credit simultaneously.

As a Dual Credit student, s/he can:

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- Save money on college tuition.
- Finish college faster.
- Enjoy an easier transition to college-level coursework and college life.

Who Can Enroll?

To participate in the Dual Credit program, the students must:

- Be enrolled in good standing in the 11th or 12th grade.
- Have approval from the Legacy Prep counselor.
- Fulfill appropriate admissions criteria to the college.
- Meet minimum test scores.

~~P. 128~~

- *PP. 116, 123, 128, and 132: Confirm your understanding that requirements for special education students cannot be predetermined and will be outlined in each special education student's IEP by the ARD Committee. Confirm your understanding that the charter school will offer a full continuum of special education services.*

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Career Readiness

The goal of Legacy Prep Academies is to provide students with "a wide variety of career-related activities, resources, and opportunities during elementary and middle school, so that by high school, students are better prepared to make an informed decision about what career cluster best fits their personal interests, talents and career goals" (Achieve Texas).

Academic Planning

• Elementary Program:

- In elementary school Legacy Prep Academies will emphasize incorporating age-appropriate activities to help students may want to do when they grow up.
- These activities would include field trips, parents sharing information about their career, and professionals coming in and talking about their personal experiences.
- The goal is to help students develop a basic understanding of all career clusters, how clusters relate to all school subjects, and what professions might interest them in the future.

• Middle School Program:

- In middle school the emphasis will be on "career exploration." Students will be given an opportunity to research careers of personal interest.
- Legacy Prep Academies will partner with local business and community leaders to provide "job shadowing experiences" and site tours for students.
- Age-appropriate career assessments and a comprehensive college/career software system will be utilized.
- These experiences will prepare students to develop what Achieve Texas terms their Texas Achievement Plan (TAP), a comprehensive educational plan during the eighth grade.

• High School Program:

- In high school the focused on what students will have learned from career concentration." Based on what students will have learned form career information provided during elementary and middle school, students will be prepared to choose an initial career cluster and program of study and create their own TAP for high school and beyond. This will become part of the Individual Learning Plan and the career component will be reviewed at least once a year.
- Students will begin to see how their high school courses relate to real careers and postsecondary opportunities.

- Students will have the opportunity to review and revise their plans at least once a year.

Students will create a strategic plan for their postsecondary education training. This could include attending either a two-year or four year college or university, participating in an apprenticeship, joining the military or on-the-job training. Students will also be taught that individuals need to keep learning throughout their lifetimes to remain competitive in their careers.

Career Planning:

Legacy Prep Academies' Career Preparation will include the following components for students:

1. **Helping Students Prepare in Advance:** Equip students with the resources to begin developing their personalized program study
2. **Helping Students Choose a Cluster:** Help students match their strengths and interests with related careers
3. **Helping Students Pick a Program of Study:** Help students choose a program of study including academic courses, -career-electives and -postsecondary options
4. **Helping Students Identify a Career Goal:** Help students realize that working toward a tangible career goal makes school more relevant
5. **Helping Students Identify a Postsecondary Goal:** Help students plan for education and training after high school to reinforce the value of lifelong learning
6. **Helping Students Design a Course Schedule:** Help students see that the rigorous academic and relevant career classes will help them achieve their goals
7. **Encouraging Extended Learning Activities:** Show students how out-of-class experiences enhance and expand their education and career preparation. This would include clubs, community service projects and both paid and unpaid career learning experiences.

Career Readiness:

For career readiness, several strategies will be utilized.

- Career awareness, job shadowing, internships and partnerships will be offered with businesses to better prepare students for entering the job market. This will provide students with valuable experience in the workplace. In addition, it will help them to learn employer expectations regarding acceptable behavior, dress and manners. The internship will also help develop a strong work ethic.

- A second strategy will be to provide students with an opportunity to run a school business such as a school store or technology service company.
- Third, interview skills will be taught. Students will engage in role playing to practice and develop good interview skills.
- Learning to write an effective resume and cover letter will also be taught. Legacy Prep Academies will also teach students to develop a portfolio of their work as it relates to their career choices.
- Students will present their portfolio to a committee of teachers and parents in their senior year.

Students will also be taught how to plan for and choose a career. Students will learn to consider not only their interests, but their aptitudes, economic and job trends, and the educational requirements and salary ranges of various professions.

- A career aptitude test such as the Career Clusters survey (www.careerclusters.org) and the SDS Self-Directed Search Form R survey will be given to all students at the beginning of their sophomore year. This test will be given to assess the students' interests, strengths and weaknesses. Career assessments help students align their natural motivations and talents with career choices to help them discover what they best suited to do.
 - The results will then determine which of the 16 career clusters is most appropriate for the student.
 - Students will then be given an "Achieve Texas in Action" booklet on that career cluster.
 - The career cluster booklet will list the types of professions and occupations in that career cluster.
 - The career cluster booklet provides students with salary ranges, the number of expected annual openings, and the predicted growth rate for each job in the state of Texas.
- Other tools, as developed or discovered, may be used in lieu of the Career Clusters survey.

h) State the maximum teacher-to-student ratio to be maintained by the proposed school and the rationale for maintaining this ratio.

Legacy Prep Academies will provide students the most effective classroom arrangement fiscally possible. Legacy Prep Academies will have a 1-to-25 teacher to student ratio in K-4th. All other grade levels will follow the 1-to-30 ratio. But if one considers all the certified instructional staff in the district (1 Superintendent, three Principals, three Assistant Principals, 47 classroom teachers, three PE teachers, three music teachers, three inclusion teachers) the overall student-to-teacher ratio is 18-to-1 the first year!

The research behind the importance of the early childhood grades is such that early intense reading instruction in smaller classrooms equals academic success in 9th grade. Another way of emphasizing the importance of reading: future prison-space is based on current passing rate on the 4th grade reading TAKS...

When reviewing the research over class size effect, many studies found that small class size impact was insignificant while others contended that there were benefits. Some researchers suggest smaller class sizes have a high impact on student achievement while others suggest the effect is minimal. Research evidence indicates that a classroom with a good learning environment is not negatively affected by class sizes up to 30 students. (Eric Hanushek, Executive Committee for Texas School Project –

http://www.McLennannews.com/news/education/headlines/20110105-it_s-unclear-whether-slight-rise-in-texas-class-size-would-hurt-learning.ece)

i) Describe any unique curricular experiences to be offered by the proposed school.

The two areas where unique curricular experiences will be offered by Legacy Prep Academies will be in the areas of a Kinder through high school Spanish curriculum and the unique use of technology. Dual-language early childhood grades in a Montessori setting will be a strong foundation for the project-based learning that will be a part of the Legacy Prep curriculum. A third language, Chinese, will be started in 4th/5th grade, as the now bilingual early childhood students reach those grades. The College Readiness standards woven into the everyday curriculum will ensure that students in all grades are getting the type of rigorous instruction that will prepare 9th graders to begin their dual credit experience. The New Tech Middle School and High School environment will expose students to relevant project-based learning opportunities that readies them through critical thinking activities, oral presentation experience, teamwork, and other needed “soft skills” now valued by our business community.

Spanish Language Acquisition By providing Spanish as a part of the curriculum from Kindergarten through the twelfth grade, we envision the students of Legacy Prep Academies graduating with fluency in both English and Spanish. This program is important because:

Students will be able to read, write and speak Spanish fluently, better preparing them for the growing number of employers in the Permian Basin and Texas looking for bilingual employees.

- The graduates of Legacy Prep Academies will also possess an asset that is increasingly needed by businesses in Texas: knowledge of both Spanish and Latin American cultures.
- Mexico is the largest export market for Texas businesses.
- As the demographics of our state, the Southwest and our nation become increasingly Hispanic, this capability will give the graduates of Legacy Prep Academies a competitive edge in the job market.
- With 14 years of exposure to a foreign language, our students will be better able to adapt to an increasingly diverse workplace as the study of any foreign language exposes students to different cultures and lifestyles.
- Graduating with fluency in a second language will also accelerate our graduates' college career path since most colleges require at least two years of a foreign language as part of a degree plan.
- Most importantly, research shows that learning a second language has numerous academic benefits for the students.
- Learning a second language enhances listening skills and memory and leads to higher scores on standardized tests in reading, language arts and mathematics (Masciantonio, Rafferty).
- Students learning a second language develop greater cognitive skills in mental flexibility, creativity, divergent thinking and higher order thinking skills (Foster and Reeves; Landry, Rafferty, Ginsburg, and McCoy).
- According to data from the Admissions Testing Program of the College Board, there is also a positive correlation between SAT scores and the study of a foreign language.

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

Technology Integration

The second unique innovation to Legacy Prep is a diverse or "disruptive" integration of technology throughout the school. When one hears the words technology, using a computer or SmartBoard is often what comes to mind, which certainly isn't unique. Yet, "\$60 billion has been

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- *P. 128: Explain why students residing in the Metroplex will be preparing for jobs in the Permian Basin.*

The statement should read “Preparing for jobs in Dallas County and beyond.”

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spent over the last two decades putting computers and learning software in schools with no effect on student achievement (William Andrekopoulous, Superintendent Milwaukee Schools). Clayton M. Christensen, Professor of Harvard Business School and author of the recent book impacting educational circles as his business book did industry states "if the addition of computers to classrooms were a cure, there would be evidence of it by now. There is not." The author states that we are using computers in our present teacher-driven paradigm instead of in the hands of students who use technology in a totally different way than most adults (*Disrupting Class: How Disruptive Innovation will Change the Way the World Learns*, 2008).

Legacy Prep Academies wants to be on the cutting edge of the improvement wave to come in the area of technology with student-driven or student-centric technology. The following are goals of Legacy Prep Academies:

- In addition to matching learning styles and pacing to individual student needs, the development of curriculum products by our own students will be emphasized.
- A school competition will be held as well as entering our students in the Student Video Network opportunities.
- The development of educational curriculum materials utilizing technology could grow into a viable economic industry for our area and would be housed at Legacy Prep Academies.
- Secondary students at Legacy Prep Academies will have the opportunity to take dual enrollment technology courses.
- With the inclusion on a New Tech Middle school, it would be the first such charter school to have this, therefor leading the way for others to follow.
- Video conferencing, online courses, and other tech-based opportunities will be sought as solutions for needed math and science teachers, career and technology courses, and dual credit courses.

j) Describe plans to provide personal attention and guidance to all students.

Individual Learning Plans (ILP)

Every student at Legacy Prep Academies will create an Individual Learning Plan (ILP) with faculty and parental guidance, based on baseline assessments, academic performance and personal goals. The ILP will be monitored annually through a committee process, similar to that of academic advising in college.

P. 129: Confirm your understanding that any course offered through distance learning technologies, such as, but not limited to, satellite, Internet, two-way video-conferencing, online courses, the TxVSN, and instructional television, will comply with 19 TAC §74.23 and that any shift in focus from traditional instructional methods to a primary use of technology to deliver instruction will require approval of a substantive charter amendment request by the commissioner of education.

We understand that any course offered through distance learning technologies, such as, but not limited to, satellite, Internet, two-way video-conferencing, online courses, the TxVSN, and instructional television, will comply with 19 TAC §74.23 and that any shift in focus from traditional instructional methods to a primary use of technology to deliver instruction will require approval of a substantive charter amendment request by the commissioner of education.

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Students will be responsible for showing growth based on ILP goals through academic progress, extracurricular participation and assessment performance; The-members of the ILP team will work collaboratively with each student to set and meet annual goals.

Graduation Coaches/Advisors

The graduation coach/advisor (a faculty member assigned to each student in their secondary years) will work with the faculty to forge more in-depth relationships with the identified at-risk students and determine additional support for the student based on his/her individual needs. This person will have the role of helping his or her students to not only plan for graduation, but also help the student manage the dual credit courses, do college guidance, and make sure the parents are kept abreast of all credit issues. The graduation coach will participate in all areas of planning and scheduling high school courses. These coaches will be personal advocates for these students and will participate in all ILP meetings, ARD and LPAC meetings. These coaches will ensure that all students set high, attainable goals.

TEC § 33.005 Developmental Guidance and Counseling Programs

Legacy Prep Academies is founded on the importance of fully developing each student's academic, career, personal and social abilities. The Texas Comprehensive, Developmental Guidance and Counseling Program outlines a model guidance and counseling program for students. Legacy Prep Academies is committed to having counseling services and will begin with a contract arrangement for counseling services as well as working with the community partners of Southwest Medical Center and Baylor Hospital's resources to provide services to families at Legacy Prep. When finances permit, Legacy Prep is committed to hiring a counselor for a more fully developed guidance and counseling program based on "A Model Comprehensive, Developmental Guidance and Counseling Program for Texas Public Schools: A Guide for Program Development Prek-12 grade," Revised 2004. These services include delivering a guidance curriculum to support students in developing their full educational potential, providing responsive services to intervene on behalf of any student whose immediate personal concerns or problems put the student's educational, career, personal, or social development at risk, an individual planning system to guide the student's future development, deliver classroom guidance activities, etc. (Texas Comprehensive, Developmental Guidance and Counseling Program for Texas Public Schools, 4th Edition).

Mentoring Program

Legacy Prep Academies will provide mentoring programs to help students develop the skills and attitudes that are essential to academic success. Our mentors will focus on self-esteem, social and behavioral skills and achievement motivation. Our mentors will encourage good attendance and also serve as advocates when students have problems or concerns. At Legacy Prep Academies, mentoring will be a solid foundation for long-term academic and personal success of our students. Mentors will be encouraged to speak on their college experiences, helping students understand the importance of using their time at Legacy as a preparation for their college career. With our partnerships with nonprofit corporations, businesses and educational entities for external mentoring as well as our internal mentoring program, we believe that Legacy Prep Academies will be a place where students succeed and break the cycle of dropping out of school. The mentoring program offers students the support system to be successful in tackling college and life-long learning opportunities.

LPAC/ARD Committees

As required by law, Special Education students will have annual ARD meetings and Limited English Proficient students will have annual LPAC meetings. In addition to parent and student participation, the students may have personal advocates participate in these meetings. The graduation coach and ILP members will be invited to attend. Parents or students may also invite mentors to participate. Each student's learning team will be part of the educational process.

k) If the proposed school will offer a gifted and talented program describe it.

While Legacy Prep Academies will not offer a separate gifted and talented program, students will be challenged through the development of an Individual Learning Plan (ILP) and through the use of the College Readiness Standards woven into the everyday curriculum in each grade beginning in Kindergarten. The ILP includes rigorous academic yearly growth expectations as well as enriching activities to include fine arts, projects and products, socratic activities and debates, leadership and service learning, and will ensure the needs of gifted and talented students are being met. In addition, extracurricular clubs and athletics will be offered. This includes Destination ImagiNation, a program developed for gifted students, UIL student government, and others provided with our college and university partners. Students in grades 8-12 who are academically gifted will take Pre-AP and Advanced Placement (AP) classes, dual enrollment and on-line courses developed at post-secondary institutions to better meet their personal and academic

needs. They will also be encouraged to meet the expectation of graduating from Legacy Prep with 30+ transferable hours of college. Students may also accelerate courses or grades to accommodate gifted and high performing students' needs as necessary. The offering of a third language in the 4th/5th grade, plus offering the New Tech Middle School and High School embeds enrichment in a relevant manner and will intrinsically motivate learners to want to work harder.

Professional development for all teachers at Legacy Prep on differentiated instruction as well as *gifted and talented instructional strategies* such as Sandra Kaplan's *Depth and Complexity* model will be implemented. Laying the Foundation training from the College Board will also assure that Advanced Placement strategies are woven in to instruction on a daily basis. As we emphasize students performing at the highest of standards, teachers must seek strategies and programs to meet the needs of our students to show individual progress in rigorous and relevant performances, as they accentuate the giftedness in every child.

Expecting all students to strive for Pre-AP and AP courses whenever possible, and taking the AP test for dual credit, will be a Legacy Prep foundation. College readiness must be developed, and having high expectations is an integral part of that success.

1) Describe the extracurricular activities (e.g. athletics, clubs, and organizations), that will be offered.

Junior High and High School Athletics

Legacy Prep Academies will offer a variety of sporting opportunities to our students based upon student interests. We want to be flexible in the offerings we provide to engage our students. The offerings may include football, soccer, volleyball, cheerleading, basketball, baseball, softball, track, golf and tennis, depending on available facilities and coaches.

Legacy Prep Academies believes that athletic programs are a healthy way to engage students and enable long-term academic success. To be an athlete, students must maintain a specific grade point average, organize their schedules, and have a coach that is interested in them not only athletically, but academically and personally as well. Benefits of participating in an athletic program include:

- Students who do not participate in sports average a 2.39 GPA. Those who participate in one sport average a 2.61 GPA and those in two sports average a GPA of 2.82.
- Student athletes do better in the classroom, are more involved in school activity programs, and stay involved in the community after graduation.

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

- *PP. 116, 123, 128, and 132: Confirm your understanding that requirements for special education students cannot be predetermined and will be outlined in each special education student's IEP by the ARD Committee. Confirm your understanding that the charter school will offer a full continuum of special education services.*

We understand that requirements for special education students cannot be predetermined and will be outlined in each special education student's IEP by the ARD Committee. We further understand that the charter school will offer a full continuum of special education services.

APPROVED DURING CONTINGENCY PROCESS

- High school athletic participation has a positive educational and social impact on many minority and female students.
- Besides the health benefits of sports, students gain a sense of self confidence, belonging, and discipline.
- Participation in junior high and high school athletics and activities are a much better indicator of overall college performance than other yardsticks. (Educational Testing Service and College Board Study)
- Extracurricular participation is a school's best predictor of an adult's success. (Fulfilling Lives - Paths to Maturity and Success, by Douglas H. Health, based on a 40-year survey).

Being part of athletics provides students with a model and mentor for personal success. At *Legacy Prep Academies*, athletics is another avenue to engage students, connect learning to real-life and develop organizational skills.

Destination ImagiNation

Destination ImagiNation, Inc. is a non-profit organization that provides educational programs for students to earn and expense creativity, teamwork and problem solving. Destination ImagiNation's core program is an after-school or extension activity in which students work in teams to solve mind-bending challenges and present their solutions at tournaments. Teams are tested to think on their feet, work together, and devise original solutions that satisfy the requirements of the challenges. Participants gain more than just basic knowledge and skills; they learn to unleash their imaginations and take unique approaches to problem solving (<http://www.idodi.org/>). This program will increase engagement and promote higher level thinking skills.

University Interscholastic League

Interscholastic competition is an engaging way to encourage students to enrich their education and expand their horizons. Leadership and citizenship experiences through UIL activities help prepare students for a more useful and wholesome life. The University Interscholastic League:

- Provides students with educational experiences through competition
- Promotes good sportsmanship and cooperation among member schools
- Works to prevent exploitation of students by special interest groups

- Sponsors regional conferences and clinics for athletic, music, drama and academic contests
- Provides materials to schools for use in UIL contests
- Sponsors district, regional, and state tournaments or meets in athletic, music, drama and academic contests.
- Provides drama teachers with an extensive Drama Loan Library of more than 26,000 plays.
- Administers the Texas Interscholastic League Foundation which provides scholarships for drama and academic state competitors.

UIL Activities can include:

Academics: theatre, journalism, speech/debate, A+ Program, accounting, calculator applications, computer applications, computer science, current issues and events, literary criticism, mathematics, number sense, ready writing, science, spelling & vocabulary, editorial writing, feature writing, headline writing, news writing, social studies, informative speaking, persuasive speaking, poetry & prose interpretation, one act play and debate.

Music: band, choir, orchestra, mariachi

Athletics: track and field, football, basketball, soccer, tennis, volleyball, swimming, diving, wrestling, golf, softball and baseball.

Legacy Prep will look for talented adults who can serve as coaches and sponsors in the above-mentioned areas. As research clearly shows, students who are involved in extra-curricular activities have higher interest in staying in school. Many times these classes/activities become the “anchor” for children to continue coming to school, even when they are struggling in core academic areas.

Student government

Student government serves to engage students in learning about democracy and leadership. The student government will help share students' ideas, interests, and concerns with teachers, administrators and the community. They can help raise funds for school-wide activities, including social events, participate in community projects; and promote school reform. They will also be a voice in school decisions when appropriate, building leadership capacity in themselves as they help tackle and solve campus issues.

Honor Society

Selection for the honor society is based on five criteria: citizenship, service, leadership, scholarship and character. Members must maintain a high grade point average (the national minimum is a 3.5) and become good citizens (by participating in service projects). Participation requirements include some sort of school service to the community, school or other organizations. The projects help students meet the required service hour monthly total.

m) Describe any plans to partner with other public or private agencies for the provision of student activities.

Legacy Prep Academies plans to have the majority of student activities, including clubs and athletics, to be led by teachers and staff members. However, there are some activities that will be led by community members, parents and area colleges. Some clubs will require that the school hire, or invite, private providers, such as some fine arts activities and technology based activities.

Other partnerships will be developed with the area colleges. Faculty and college students in fine arts, technology, math and science, kinesiology and other departments that are interested in working with our students will be invited to guide our students under the supervision of a Legacy Prep Academy or college staff member. Leadership development with the Hispanic/African American Chambers of Commerce will be also incorporated.

Destination ImagiNation activities will provide a positive way to include parents and community members in school activities. Each team has a Team Manager of Record, 18 years of age or older, who may be a parent, teacher, or other interested adult. This group would meet on campus, and be monitored closely by school personnel. Additionally, all Team Managers will be required to pass a criminal background check prior to being assigned a group. The campus will have a coordinator for this program that is a staff member.

n) Describe any strategies to be used that will enhance parental or community involvement in the educational opportunities of the students.

Parental Involvement

Legacy Prep Academies plans on enhancing parental involvement in the education opportunities of the students by a variety of ways. Parents will be surveyed about their goals for their children

and how they can help those goals to be reached. Legacy Prep Academies will have a "Parents as Partners" program. We will develop and share a 'Job description' of an involved parent. Parents of students attending Legacy Prep Academies will be required to sign contracts pledging to participate in volunteer work with the school. Parental involvement will even translate into gaining extra points for their child so he/she can gain the coveted Gold Scholar Award, given yearly to those students in each grade who have reached the necessary total points.

Legacy Prep Academies will offer parent workshops and training for committee work. Opportunities for parental involvement will be accessible on Legacy Prep Academies' webpage. This volunteer work could take various forms, such as:

- Attending at least one ILP student/parent/teacher conference per semester to review student goals, progress and assessment results
- Attending exhibitions of student work, demonstrations and performances
- Serving as a mentor to a student
- Accompanying students on field trips
- Running the concession stand at athletic events
- Serving on Parental Advisory Committees (Publicity, Facility Management, Fundraising, Safety, Wellness, Athletic Booster Club)
- Serving as a school steward, helping in the maintenance of the school building and its grounds
- Serving on the Site-Based Management Committee (SBDM)
- Attending Parent Coffee Hours/Parent Academy/ Parent University

Community Involvement

Community involvement is another key to Legacy Prep Academies' success and will be a true grass roots movement. The charter's large Development Team is a community resource itself and is committed to the long term success of Legacy Prep Academies. These team members have been contacted by colleagues and others in the community to share their excitement of the opportunities this brings to our area and the possibilities of collaborations with the school. As described previously in the application, some of the collaborations in place include the medical personnel from UT Southwest Medical Center and Baylor Hospital to focus on physical and mental health of young children, adolescents and adults as well as wellness and fitness target areas. The partnership with the Hispanic/African American Chambers for planning, leadership development and to assist in the parental involvement to maximize participation in our Hispanic

- *P. 136: Remove the parent requirements for students to earn points towards a college scholarship medal as parent involvement cannot be required at a public.*

Please see the revised verbiage, pages 18-20, as corrected in these contingencies. The parent points have been removed from the scholar award.

APPROVED DURING CONTINGENCY PROCESS

community is a strong asset. The Dallas Housing Authority's plans for outreach and maximizing services for high-need families will provide unique opportunities for students on our campus. The wide range of opportunities that Dallas Community College will offer our student population in areas such as technology, child development and innovative special courses will accentuate the diverse and innovative offerings of Legacy Prep Academies while paving the way to college enrollment. Other non-profit agencies will be approached to volunteer to partner with school activities and plans. These collaborative initiatives with leaders in the medical, business and educational sectors provide many additional opportunities for the students to be involved in unique and relevant relationships with leaders in the community.

To create a true sense of community and partnership in learning, community members will have access to all parent participation activities. Additionally, Legacy Prep Academies will form partnerships that could include:

- Access to businesses for student internships
- Access to businesses for job shadowing
- Participation in career or life skills presentations
- Providing courses on special skills (i.e. family consumer sciences, technical skills)
- Career planning services
- Community members working with parents to provide assistance with job skills or job acquisition skills
- Events at the school that incorporate student activities with community events
- Membership on advisory boards, ILP committees and planning committees
- Community theatre, music and dance opportunities for students

Decisive efforts will be made to create an environment that values and maximizes participation among all community and school constituents.

o) Describe plans for program evaluation and explain the ways in which results will be used to improve instructional programs for all students.

Successful schools use formative assessments in an organized, deliberate, and on-going fashion to monitor student progress. Data is used immediately to adjust instructional practices and to meet needs. In addition to formative program evaluation, results from STAAR which includes End of Course (EOC) exams, and Stanford 10 will be analyzed by faculty to unpack those student

expectations identified as needing additional support for mastery of the targeted objectives. Faculty will utilize a coherent systems approach to making decisions on program evaluation to *improve student achievement through the instructional programs*. Students will also be taught to analyze their own results from various tests to celebrate successes, determine areas of strength, and to select particular learning targets to address more thoroughly in their Individual Learning Plan for personal mastery.

Too often schools find a "solution" without clearly articulating the-need or-defining the location of the area to address and the direction to take. This involves assessing problem areas thoroughly and defining ways to measure improvement. By having clear comprehensive indicators of student learning as evident in the Legacy Prep Academies student goals, schools are better prepared to select, adapt and implement best practices that will make a difference in student learning (Daggett, 2008).

Legacy Prep Academies values the input of all stake holders when evaluating the effectiveness of programs and the impact those programs have on student achievement. Legacy Prep Academies will include parents, students, staff, community members and the governing body to assess the *numerous programs offered and to make data-driven decisions in regards to those programs*. The same thorough and rigorous process will be used when examining new and innovative programs that Legacy Prep Academies may consider for implementation.

Academic Programming

At the end of each year the principal/superintendent will evaluate instructional programs that have been implemented according to two variables: the degree to which the program has been successfully implemented and the degree to which student performance has been impacted.

Legacy Prep Academies will use the following academic indicators for student success:

- Student goals as recorded in Section 4
- Percentage of students meeting proficiency level on STAAR
- Percentage of students meeting commended level on STAAR
- Percentage of students meeting goals set in the Individual Learning Plans (ILP)
- Achievement levels on standardized tests based on performance and Lexile/Quantile level improvement
- Percentage of BE/ESL and special education students who meet STAAR/TELPAS standards

- Percentage of performance-based assessments as evidenced in portfolio-developed projects that are aligned with college readiness standards
- Average scores on *ACT/SAT*
- Percentage of students requiring English/math remediation courses in college
- Achievement/growth of second- and third- language acquisition

The results of these evaluations and data analysis will drive the preparations for professional development and will allow the staff and governing board to make decisions on implementation of curriculum and programs for the coming school year. The Parent and Community Advisory Committee will also be involved in this process of evaluation and data analysis.

Character Education and Student Leadership

A unique aspect of Legacy Prep Academies is the determination to develop strong student leaders who are service oriented both now and in the future. Embedding character education as a foundational component at Legacy Prep Academies enables us to create a school culture that can potentially transform students, staff, home, and community. To evaluate the success of our character education and leadership program, the following will be evaluated:

- Students holding successful leadership positions in clubs, organizations, school, sports and other areas both in the school and in the community
- Participation in service learning projects (quantified by number of projects and/or hours)
- Follow-up survey on the growth of personal skills
- Analysis of disciplinary issues and frequency of student referrals and infraction reports

The results of these evaluations and data analysis will drive the preparations for professional development and will allow the staff and governing board to make decisions on revisions to the character and leadership program for the coming school year.

Parent Satisfaction

Parents will complete a parent satisfaction survey year. The results of this survey will drive the preparations for parent and community involvement and will allow the staff and governing board to make decisions on implementation of curriculum and programs for the coming school year. A

thorough analysis of parent attitudes concerning the school will be used to address culture and school practices.

**REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.**

Student Satisfaction

Students will complete a student survey every year. The results of this survey will drive the preparations for student involvement and service learning opportunities and will allow the staff and governing board to make decisions on implementation of curriculum and programs for the coming school year as well as address issues impacting the school culture based on student feedback.

Parent Satisfaction

Parents will complete a parent survey every year. The results of this survey will drive the preparations for parent involvement and will allow the staff and governing board to make decisions on implementation of parent programs for the coming school year as well as address issues impacting the school culture based on parent feedback.

Staff Satisfaction

Staff will complete a campus climate survey every year. The results of this survey will drive the preparations for professional and campus development and will allow the staff and governing board to make decisions on implementation of curriculum, programs and school culture and morale issues for the coming school year.

Spanish Language Program

Legacy Prep Academies will use the following academic indicators for the evaluation of the Spanish Language Program:

- Scores on end of year oral and written Spanish exams
- Percentage of students meeting goals set in the Individual Learning Education Plans (ILP)
- Achievement levels on standardized tests based on performance
- Percentage of BE/ESL and special education students who meet standards
- Percentage of performance-based assessments as evidenced in portfolio-developed projects
- Percentage of students meeting proficiency level AP and pre-AP exams

- *P. 140: Explain why there is a section labeled Parent Satisfaction that begins on page 139 and a second section with the same label on page 140.*

Please remove the second Parent Satisfaction paragraph on page 140 due to it being redundant.

APPROVED DURING CONTINGENCY PROCESS

- Percentage of students exempt from Spanish courses in college or percentage of students who test for and receive college credit for Spanish

The results of the evaluation will drive the preparations for professional and campus development and will allow the staff and governing board to make decisions on implementation of curriculum and programs for the coming school year.

Professional Development Plan

Professional development activities will be based on the identified needs of the campus.

Additionally, staff members are invited to request specific training. Through the use of the Professional Learning Committees (PLCs), job-embedded professional development will take place. The success of the professional development will be evaluated based on:

- Increase in student achievement and other success indicators
- Observable changes in teacher and/or student behavior observed in walkthroughs or peer visits
- Inclusion of specific activities from professional development courses observed in walkthroughs or peer visits
- Lesson plans and assessments created by the teacher

The results of the evaluation will drive the preparations for professional and campus development by core content area and will allow the staff and governing board to make decisions on implementation of curriculum and programs for the coming school year.

Technology Use

Innovative technology implementation and innovations are required of students and teachers who choose to be a part of Legacy Prep Academies. Results from the technology assessments and products will be used to improve the technology instructional programs for students. Use of technology by students will be assessed through a variety of measurements including:

- The STAAR assessment and others determined by a faculty, business/community partnerships and technology strategic plan
- Projects, presentations and exhibits including digital portfolios
- Analysis of technology skill mastery based on individual student chart and performance. This chart of skill mastery will be included in the student's ILP.
- The use of online courses for upper-level and dual credit courses

- Business and non-profit requests for technology collaborations with Legacy Prep Academies students
- Awards from state and national competitions

Teacher use of technology will be assessed through:

- Student-created products
- Teacher lesson plans and teacher products
- Teacher presentations to staff, parents and students
- The facilitation of online courses for upper-level and dual credit courses
- Awards from state and national competitions products will be used to improve the technology instructional programs for students.

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

The parents, staff and student surveys will also include technology assessment items. The results of the evaluation will drive the preparations for professional and campus development and will allow the staff and governing board to make decisions on implementation of curriculum and programs for the coming school year.

p) Discuss whether or not the charter holder will seek annual state accountability ratings through traditional procedures or alternative education accountability (AEA) procedures for the proposed school. (See <http://ritter.tea.state.tx.us/aea>.) If the evaluation plans include using AEA procedures, explain specifically how this school will qualify for at-risk designation and what makes this proposed school a distinct alternative from the traditional school in the independent school districts in the area.

Legacy Prep Academies will seek annual state accountability ratings through the traditional Academic Excellence Indicator System (AEIS) as developed by the Texas Education Agency and plans to be Recognized or Exemplary in annual AEIS reports.

- ✓ *P. 142: Confirm your understanding that any course offered through distance learning technologies, such as, but not limited to, satellite, Internet, two-way video-conferencing, online courses, the TxVSN, and instructional television, will comply with 19 TAC §74.23 and that any shift in focus from traditional instructional methods to a primary use of technology to deliver instruction will require approval of a substantive charter amendment request by the commissioner of education.*

We understand that any course offered through distance learning technologies, such as, but not limited to, satellite, Internet, two-way video-conferencing, online courses, the TxVSN, and instructional television, will comply with 19 TAC §74.23 and that any shift in focus from traditional instructional methods to a primary use of technology to deliver instruction will require approval of a substantive charter amendment request by the commissioner of education.

- ✓ *P. 142: Confirm that "Legacy Prep Academies" will seek annual state accountability ratings through the traditional procedures as the Academic Excellence Indicator System (AEIS) reports campus and district data.*

Legacy Prep Academies will seek annual state accountability ratings through the traditional procedures as the Academic Excellence Indicator System (AEIS) reports campus and district data.

~~Instructional P~~

~~The school da.
3:00 p.m. on F~~

**REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.**

~~Thursday and 8:00 to~~

p.142

Other

• *P. 142: If awarded a charter, the applicant will seek accountability ratings through traditional procedures.*

The applicant will seek accountability ratings through traditional procedures.

APPROVED DURING CONTINGENCY PROCESS

Section 6: Special Needs Students and Programs

6. Special Needs Students and Programs (Reviewed by TEA)

Note that the SBOE's approval of an application should not be construed as a determination that the application complies with the various legal requirements concerning programs for special needs students.

Special Education Assurances and Development of Policies and Procedures

A statement of the sponsoring entity's willingness to comply with state and federal requirements if a charter is granted will suffice as the response to this section.

Legacy Preparatory will comply with state and federal requirements if a charter is granted.

Electronic Submission of Charter Policies and Procedures Assurances

*Pursuant to the Individuals with Disabilities Education Improvement Act (IDEA 2004) Section 613(a)(1), each charter school must have on file with the Texas Education Agency (TEA) a plan that provides assurances that it has in effect policies, procedures and programs consistent with State policies and procedures governing special education. Region 18 Education Service Center (ESC) in coordination with other ESCs, provides leadership to the State in the electronic development of charter policies and procedures through the online **Legal Framework for the Child-Centered Process Phase IV: "Charting the Course"** <http://www.esc18.net/>.*

Legacy Preparatory will comply with the Texas Education agency for a plan that provides assurances that there are policies, procedures and programs consistent with State policies and other ESCs.

Technical Assistance. *For questions concerning or information about the electronic submission of charter policies and procedures, please contact your regional ESC special education contact at <http://www.tea.state.tx.us/special.ed/escinfo/contact.html>.*

Section 7: Geographic Boundary

7. Geographic Boundary (Reviewed by TEA)

a) List the school districts from which the proposed charter school will accept students. If the charter school will accept students from only a portion of a school district or districts, state exactly what the boundary will be.

Do not list the charter schools located within the designated geographic boundary, but note that, as explained in "c" that follows, the sponsoring entity must send copies of the Statement of Impact form and Application Coversheet, accompanied by a letter to all superintendents of school districts and charter schools within the designated geographic boundary.

Districts – ALLEN ISD; ANNA ISD; BLUE RIDGE ISD; CARROLLTON-FARMERS BRANCH ISD; CEDAR HILL ISD; CELINA ISD; COMMUNITY ISD; COPPELL ISD; CRANDALL ISD; DALLAS ISD; DESOTO ISD; DUNCANVILLE ISD; ELLIS COUNTY ISD; FARMERSVILLE ISD; FERRIS ISD; FORNEY ISD; FRISCO ISD; GARLAND ISD; GRAND PRAIRIE ISD; HIGHLAND PARK ISD; IRVING ISD; KAUFMAN ISD; LANCASTER ISD; LOVEJOY ISD; MCKINNEY ISD; MELISSA ISD; MESQUITE ISD

b) If the proposed charter school will have a "transfer policy" in accordance with 19 TAC, §100.1207(e) (i.e., it will admit students who reside outside of the geographic boundary just described), once all eligible applicants who reside within the geographic boundary have submitted a timely application and have been enrolled, list the school districts from which the proposed charter school will accept transfer students.

Do not list the charter schools located within the "transfer boundary," but note that as explained in "c" that follows, the sponsoring entity must send copies of the Statement of Impact form and Application Coversheet, accompanied by a letter to all superintendents of school districts and charter schools within the transfer boundary.

Legacy Preparatory will not admit transfer students at this time.

c. The sponsoring entity must send copies of the Statement of Impact form and Application Coversheet, accompanied by a letter from the sponsoring entity, to all superintendents of school districts and charter schools within the proposed school's designated geographic boundary and transfer boundary, if applicable. (The Statement of Impact form and a sample cover letter are included in Appendix I of this RFA.) The purpose of sending the Statement of Impact form is to document any adverse impact on

P. 146: Provide the missing certified mail receipt card for Ellis County ISD.

Ellis County does not have an ISD as part of its county, therefore no mail was sent there.

• Confirm that the charter plans to serve students in the following districts as copies of certified mail receipt cards were submitted in the attachment even though the districts were not listed in the Geographic Boundary section of the application:

- Palmer ISD ✓
- Plano ISD ✓
- Princeton ISD ✓
- Prosper ISD ✓
- Red Oak ISD ✓
- Richardson ISD ✓
- Rockwall ISD ✓
- Royse City ISD ✓
- Sunnyvale ISD ✓
- Waxahachie ISD ✓
- Wylie ISD ✓
- Transfer Boundary
- The applicant proposes no transfer boundary.

APPROVED DURING CONTINGENCY PROCESS

We confirm that Legacy Prep Academies plan to serve students in the following districts as copies of certified mail receipt cards were submitted in the attachment even though the districts were not listed in the Geographic Boundary section of the application.

Geographical Boundaries

- *P. 146: Provide the missing certified mail receipt card for Ellis County ISD.*

Please remove from our list Ellis County. Ellis County does not have an ISD as part of its county, therefore no mail was sent there.

a district or charter school and any potential enrollment shift that may impede a district's ability to comply with a court order affecting the district. The documents must be sent to districts and charter schools in time to include signed certified return receipt card copies as part of the application submitted to TEA. The proposed charter school is not responsible for ensuring that superintendents return the Statement of Impact forms to TEA. If a superintendent receiving the documents requests a complete copy of the application, the sponsoring entity must provide the document, including all attachments, to the superintendent.

Submit, as Attachment C, the certified mail receipt cards showing the dates that Statement of Impact form, and accompanying documents were received and signed for by the staff of the districts and the open-enrollment charter schools within the proposed school's designated geographic boundary and transfer boundary, if applicable. In the absence of signed certified mail return receipt cards, the certified mail receipt showing each addressee, fees paid, and the date mailed will be accepted.

The certified mail receipt cards showing the dates that the Statement of Impact forms and accompanying documents were received and signed for by staff of the districts and charter schools within proposed school's designated geographic boundary and transfer boundary or certified mail receipt showing each addressee, fees paid and the date mailed are submitted as Attachment C.

Section 8: Admissions and Enrollment Policies

8. Admissions and Enrollment Policies (Reviewed by TEA)

a.) Specify the period (both the beginning and ending dates) during which applications for admission will be accepted. TEC, §12.117, requires that a charter school establish a reasonable application deadline for the submission of applications for admission. The application period should not be "year-round" or extended for most of the year.

Lottery Process Dates

Legacy Prep Academies Applications

will be available

Wednesday, February 1, 2012

Deadline for Applications

To be turned in to Legacy Prep Academies Office

Friday, March 16, 2012, 4:30
p.m.

Lottery Drawing: If a class or grade is

Thursday, March 29, 2012

Oversubscribed the lottery for that class or

Grade will take place on this date

Notify parents by mail who were selected

for Legacy Prep Academies

Friday, April 13, 2012

Deadline for acceptance letter to reach

Legacy Prep Academics

Wednesday, April 25, 2012, 4:30 p.m.

Slots filled by waiting list students

Contacted by phone given 24 hours to respond

Friday, April 27, 2012 and ongoing

*Parents will be notified by phone until all slots are filled or the need for a new lottery. If Legacy Prep Academics fills to capacity and students are still left, their names will be placed on a waiting list and a new lottery will be conducted.

Legacy Prep Academics Application Process

1. A separate application must be completed for each student who wants to apply for admission to attend Legacy Prep Academics.
2. The application must be turned in to the Legacy Prep Academics office by March 16, 2012 by 4:30 p.m.
3. If a class is oversubscribed, a lottery is held. Students in all grades or classes that are not oversubscribed will be accepted if they meet the admission criteria.

Each subsequent year:

1. Once a student has been drawn for Legacy Prep Academics and accepts a position in a classroom, a slot is available to them in each subsequent year.
2. For the upcoming year, a letter will be sent home and parents will be asked to inform us of students who are not returning the next school year.
3. All students of siblings must fill out an application and turn it in by the appropriate deadlines. Prior to the lottery, siblings will be given any open slots. Parents will be notified by letter prior to the acceptance deadline of the lottery.

4. Again, if the grade level is full, siblings will be placed at the top of the waiting list.
5. Students who leave Legacy Prep Academies for any reason will not be allowed to re-enroll that same calendar year. They must then go through the lottery process the next school year.

b.) Describe the procedures to be followed in conducting a lottery when a grade or class is oversubscribed. Under federal law, a charter school must admit students through a random selection process if the number of applications for a grade or class exceeds the number of available spaces. If the number of applications does not exceed the number of available spaces, a lottery is not required.

If Legacy Prep Academies has a grade or class that is oversubscribed, the following application process will be followed for that grade or class.

c) If the charter school will exempt from the lottery returning students, the siblings of returning students, and/or the children of the school's founders and teachers (so long as the total number of students allowed constitutes only a small percentage of the total enrollment) as permitted by the federal guidance on the Charter Schools Program, state the categories of applicants that will be exempted. Note that students who attended a private school before it became a public charter school are not to be considered "returning students" and may not be given priority in admission to the charter school. Also note that the federal guidance allows only the siblings of currently enrolled students and children of the founders and teachers as long as it comprises only a small percentage of the enrollment.

Legacy Prep Academies Application Process

1. A separate application must be completed for each student who wants to apply for admission to attend Legacy Prep Academies.

2. The application must be turned into the Legacy Prep Academies office by March 16, 2012 4:30 p.m.

Siblings of students who attend Legacy Prep Academies the previous year will have priority for enrollment the following school year. All siblings of students must fill out an application and turn it in by the appropriate deadlines. Prior to any lottery for oversubscribed grades, sibling will be given any open slots as long as they comprise only a small percentage of the enrollment. Parents will be notified by letter prior to the lottery date and they must send back the acceptance letter prior to the deadline. Following siblings of existing students, the children of teachers and founders may be admitted prior to any lottery as long as they comprise a small percentage of enrollments.

d.) Specify the approximate date on which a lottery will be conducted if required.

The lottery will be held the last day of March that falls on a school day. For the opening year, the lottery will be held on March 29, 2012. Following this date, students will be notified of acceptance by letter and remaining students placed on the waiting list.

e.) State whether a waiting list will be developed for the applicants who were not admitted through the lottery. If a waiting list will be used, describe the process.

After the cap for a grade level is exceeded, a lottery will be held. When the cap number is reached by lottery, the additional students drawn will be placed on a waiting list in the order in which they were drawn. (**Siblings of existing students get preference on the waiting list, this means that siblings will be placed at the top of the waiting list. Then the other students will be placed below the siblings in the order in which they were drawn.) The places not accepted will be filled in order from the waiting list. Parents will be notified by phone and given 24 hours to accept. This process will repeat until all the slots have been filled. The waiting list will carry over through the entire 2012-2013 school.

f.) If the school will accept applications that are submitted outside of the designated

APPROVED DURING CONTINGENCY PROCESS

Admissions Policy

Page 152 states that siblings of existing students get preference on the waiting list. In reality siblings are exempt from the lottery and get preference on the waiting list only if there is not space available in their respective classes.

Legacy Prep understands that siblings are exempt from the lottery and get preference on the waiting list only if there is not space available in their respective classes.

application period, describe how the school will treat such applications.

Applications that are submitted outside of the designated application period will not be processed until after the lottery is held.

g.) Provide the non-discrimination statement that will be included in the proposed school's admissions policy. TEC, §12.111(a)(6) requires that a charter school's admissions policy include a statement that the school will not discriminate in admissions based on gender, national origin, ethnicity, religion, disability, academic ability, athletic ability or artistic ability or the district the child would otherwise attend.

The Legacy Prep Academies will include in its admission policy a statement that the school will not discriminate in admissions based on gender, national origin, ethnicity, religion, disability, academic ability, athletic ability, artistic ability or the district the child would normally attend.

i.) State whether the school will exclude from admission students with documented histories of any of the types of misconduct listed in TEC, §12.111(6). TEC, §12.111(a)(6) authorizes a charter school to exclude a student who has a documented history of a criminal offense, a juvenile court adjudication, or discipline problems under TEC Subchapter A, Chapter 37. Note that TEC, §12.131 requires that the governing body of an open-enrollment charter school adopt a code of conduct for its district or for each campus.

The proposed school will exclude students who have a documented history of certain criminal offenses, including the following:

- Aggravated assault under Section 22.02, Penal Code, sexual assault under Section 22.11,

- Penal Code or aggravated sexual assault under section 22.021, Penal Code;
- Arson under Section 28.02, Penal Code;
 - Murder under Section 19.02, Penal Code, capital murder under Section 19.03, Penal Code or criminal attempt, under section 15.01, Penal Code, to commit murder or capital murder;
 - Indecency with a child under Section 21.11, Penal Code;
 - Aggravated kidnapping under Section 02.40, Penal Code;
 - Aggravated robbery under Section 29.03, Penal Code;
 - Manslaughter under Section 19.04, Penal Code;
 - Criminally negligent homicide under Section 19.05, Penal Code;
 - Selling, giving, or delivering to another person, or possessing or using or is under the influence of marijuana or a controlled substance, as defined by Chapter 481, Health and Safety Code, or by 21 U.S.C. Section 801 et. Seq; or a dangerous drug as defined by Chapter 483, Health and Safety Code if the conduct is punishable as a felony; and
 - Selling, giving, or delivering to another person an alcoholic beverage, as defined by Section 1.04, Alcoholic Beverage Code, committing a serious act or offense while under the influence of alcohol, or possessing, using or is under the influence of an alcoholic beverage if the conduct is punishable as a felony.

Legacy Prep Academies also reserves the right to exclude any student with documented histories of other criminal offenses, juvenile court adjudication, or discipline problems under Subchapter A, Chapter 37 of the Texas Education Code if the student has the potential to pose a threat to other students and staff of the school or to interfere with other students learning.

All students will be expected to adhere to the school's code of conduct established by the Board of Directors of Legacy Prep Academies. Within the code of conduct will be clearly defined standards for behavior and consequence for exhibiting prohibited behaviors, including expulsion. All Legacy Prep Academies students and parents will be required to sign a contract pledging to abide by the rules and policies of the school. Repeated failure to comply with school rules and policies will result in dismissal from Legacy Prep Academies.

j.) Describe the manner in which the proposed school will admit students under TEC, §25.001. What information must an applicant provide in order to establish eligibility for admission?

Admissions Policy

- On page 154, the school reserves the right to exclude students under Texas Education Code 12.111(a)(6)(A), but then limits the school's right to do so only in cases where the student may pose a threat or impede learning. The school may wish to reconsider this limiting language. The school cannot require parents to sign a contract. Legacy Preparatory will be an open-enrollment charter school.

Legacy Preparatory will be an open-enrollment charter school and will follow the Texas Education Code 12.111(a)(6)(A), as it is stated.

APPROVED DURING CONTINGENCY PROCESS

**REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.**

155

Note that applicants may not be required to provide transcripts or other academic records until after they are offered admission and are enrolling.

A student application form must be filled out and submitted by an application due date in order to be admitted to the school or included in the lottery process if the school is oversubscribed. The information required on the application includes:

Student Information:

- Grade for upcoming year
- Name
- Date of Birth
- Gender
- * Home Address
- * District of Residence
- * Telephone Number (cell)

Parent or Guardian Information:

- Name
- Relationship to student
- Telephone Numbers (Home, work, cell/pager, fax)
- * Email Address
- * Home Address

Note: Applicants are not required to provide transcripts or other academic records until after they are offered admission and are enrolling.

k) Described the manner in which the proposed school will enroll students under TEC, §25.002 and 19 TAC, §129.1. What information must an enrolling student provide beyond that is required by TEC, §25.002? Note that a student may not be precluded from enrolling due to the charter school's failure to receive information required by TEC, §25.002.

Identification will be required within 30 days of a child's enrollment in the charter school, in accordance with the Texas Education Code 25.002. The charter school will request the following documents:

1. Documents that are suitable for identification-shall be defined by the commissioner of

Admissions Policy

- The admissions application, as described on page 155, requires too much information. The school cannot ask gender and should not ask the residence of the child. The parent's residence is the determining factor as a child cannot legally establish a residence.

Legacy Prep understands that it cannot ask gender and should not ask the residence of the child. The parent's residence is the determining factor as a child cannot legally establish a residence.

APPROVED DURING CONTINGENCY PROCESS

education.

2. The child's records-Include a minimum set of data and documentation established by the commissioner of education. The minimum set of data will include the child's social security number or a state-approved alternative identification number as assigned by the Public Education Information Management System (PEIMS).
3. Each application will be given an application number.
4. On the day of the lottery (March 29, 2012), each application number will be placed into a hopper.
5. The hopper will be turned and one by one an application number will be drawn.
6. This process will continue until all the application numbers have been drawn for possible student slots and given a place on the list by the order in which they were drawn.
7. The first 88 students (or alternative number governance board approved as cap) in each grade level in K through 1st grades drawn will have a slot. The first 100 students (or alternative number governance board approved as cap) in each grade level 2nd through 12 grades drawn will have a slot. (Exceptions - if an application is drawn and the student has a sibling and there is an opening in that sibling's grade level, they will be given a slot. If no slot is available, the student will be placed at the top of the waiting list in the order they were drawn.)
8. After all the slots have been filled, the remaining students will be placed on a waiting list *in order in which they were drawn. (**Siblings get preference on the waiting list. This means that siblings will be placed at the top of the waiting list in the order in which they were drawn. Then the other students will be placed below the siblings in the order in which they were drawn.)*
9. Parents will receive an acceptance letter by mail that needs to be signed and returned to the Legacy Prep Academies office by the deadline (April 25, 2012). Other parents will be notified of their student's status.
10. The places not accepted will be filled in order from the waiting list. Parents will be notified by phone and given 24 hours to accept. This process will repeat until all the slots have been filled. The waiting list will carry over through the entire 2012-2013 school.

11. In the event that there are not enough names on the waiting list, additional applications will be accepted.

Children shall not be denied enrollment or be removed solely because they fail to meet the record requirements that are described above. Furthermore, students in this country under an exchange program are eligible to attend the charter school.

Note that if a charter is granted, the sponsoring entity will be required to submit a copy of its admissions policy, admissions application, and enrollment form(s) for review during the contingency process.

Admissions Policy

- On page 157, the applicant states that the school will accept additional applications if there are not enough names on the waiting list. The school WILL always accept applications regardless of whether there are names on the waiting list or not.

Legacy Prep understands that it will always accept applications regardless of whether there are names on the *waiting list or not*.

APPROVED DURING CONTINGENCY PROCESS

Section 9: Governance

9. Governance (Reviewed by TEA)

In this application and during the application period, the eligible entity making application is called the "sponsoring entity." Once a charter is granted, the sponsoring entity from that point forward is called a "charter holder."

TEC, §12.120 states, "A person may not serve as a member of the governing body of a charter holder, as a member of the governing body of an open-enrollment charter school, or as an officer or employee of an open-enrollment charter school if the person has been convicted of a felony or a misdemeanor involving moral turpitude..."

Charter schools must check the criminal history (through the Texas Department of Public Safety) of each person who intends to serve as an employee in any capacity, a member of the governing body of the charter holder, a member of the governing body of the charter school, and any person who files, in writing, an intention to serve as a volunteer. See 19 TAC, §100.1151. Please note that the Application Coversheet on page 23 requires the CEO of the sponsoring entity and the application preparer to certify that no members of the governing body of the sponsoring entity or of the proposed charter school nor any officers or employees of the proposed school have been convicted of a misdemeanor involving moral turpitude or of any felony.

A history of bankruptcy of a member of the governing body of the sponsoring entity or the proposed charter school or of an officer of the proposed school may be relevant to the SBOE's evaluation of the application. The Biographical Affidavit Form that must be completed by each member of the governing body of the sponsoring entity or the proposed school and each identified officer of the proposed school contains questions regarding bankruptcy history.

Governing Body of the Sponsoring Entity

The governing body of a charter holder has the primary responsibility for implementing the public school program authorized by the open-enrollment charter and ensuring the performance of the students enrolled in its charter schools in accordance with the Texas Education Code. See 19 TAC, §100.1101. Members of the governing body of a charter holder will be required to undergo training as provided in 19 TAC, §100.1102.

Records of an open-enrollment charter school and records of a charter holder that relate to an open-enrollment charter school are government records for all purposes under state law. See

TEC, §12.1052.

As explained on page 1, a faith-based organization applying for a charter should only include information related to the faith-based organization and should not provide any information regarding the nonsectarian organization that will ultimately hold the charter.

a) List the members of the governing body of the sponsoring entity.

Submit, as part of Attachment D, a notarized biographical affidavit for each member of the governing body of the sponsoring entity. *A sample of the biographical affidavit form is included in Appendix II. The actual form that must be completed is an online form that is located at <http://www.tea.state.tx.us/index.aspx?id=3475>. Biographical affidavits must be notarized within 90 days of the due date of this application.*

1. Mr. Danny Wegman
2. Mr. Harry Sewell
3. Mrs. Norman Wegman

b) If the sponsoring entity is an out-of-state organization, state whether or not a majority of the members of the governing body of the sponsoring entity reside within 50 miles of the proposed charter school's designated geographic boundary (as described in response to item "a" in Section 7 Geographic Boundary).

Note that the majority of the members do not reside within 50 miles of the proposed school's designated geographic boundary, the SBOE's approval of the charter will be contingent upon the sponsoring entity's establishing a secondary governing body (a.k.a. a governing body of the charter school) that is made up entirely of members who reside within 50 miles of the proposed school's designated geographic boundary. Also note that even if a secondary governing body is established as required, Texas law requires the governing body of the sponsoring entity to meet in a location accessible to the public when deliberating charter related matters. See Tex.

Att'y Gen. Op. No. JC-0487 (2002); Tex. Att'y Gen. Op. No. JC-0053 (1999) at pp. 5-6. The applicant should consult its own legal counsel about these requirements.

Pathway Charities, Inc. is not an out-of-state organization and all members of the governing body of the sponsoring entity reside within 50 miles of the proposed charter school's designated geographic boundary.

- c) Submit, as Attachment E, the 501(c) (3) determination letter from the IRS or a statement that this is not necessary because the sponsoring entity is an institution of higher education or a governmental entity.*

An applicant who does not yet have a determination letter may have difficulty obtaining one in time for this application due date. The IRS controls this process, and it is often lengthy.

See attachment E: Determination Letter

- d) Submit, as Attachment F, the original Articles of Incorporation filed with the Texas Secretary of State, or the state of incorporation, any Restated Articles of Incorporation, and any Articles of Amendment. If the sponsoring entity has amended its original Articles of Incorporation and does not submit both the original Articles of Incorporation and all of the documents reflecting the amendments, this attachment will be considered incomplete. If incorporated after January 1, 2006, substitute with Certificate of Formation and Certificate of Filing. Comparable documents must be submitted if the sponsoring entity is a nonprofit corporation incorporated in another state. If the sponsoring entity is an institution of higher education or a governmental entity, the entity should submit a statement that this requirement is inapplicable.*

See Attachment F: Articles of Incorporation

- e) Submit, as Attachment G, a complete copy (originals and any amendments) of the*

bylaws of the sponsoring entity. If the sponsoring entity is an institution of higher education or a governmental entity, the entity should submit a statement that this requirement is inapplicable.

See Attachment G: By Laws

f) State the approximate date on which the sponsoring entity was incorporated or established.

February 12, 2007

g) Describe the purpose for which the sponsoring entity was established.

The sponsoring entity was established to be an outreach community association for the purpose of establishing and maintaining social and philanthropic endeavors.

h) Describe the activities in which the sponsoring entity has been engaged in the past and in which it is currently engaged. Agency staff will review the franchise tax status on the website of the State of Texas Comptroller's Office. See <http://www.window.state.tx.us/taxingo/franchise/>.

The past activities of the sponsoring entity include community service. Pathway Charities, Inc. by virtue of its 501(c)(3) status, is also presently acting as the sponsoring entity for the Legacy21, Inc. Once the 501(c)(3) determination letter is received for Legacy21, Inc., then Pathway Charities, Inc. will immediately transfer the charter to Legacy21, Inc., in its entirety, as resolved by a *MOU* signed by both the President of Pathway Charities and President of Legacy21, Inc. The *MOU* states: The sponsoring board signed a *MOU* stating: Pursuant to Texas State Board of Education guidelines, Pathway Charities, Inc., a faith-based, tax exempt organization under section 501(c)(3) of the Internal Revenue Code, does hereby agree to designate Legacy21, Inc. to hold any open-enrollment charter granted to Pathway Charities, Inc. by the Texas State Board of Education conditional on Legacy21, Inc. receiving 501(c)(3) tax exempt status. Legacy21, Inc. hereby agrees to accept such designation and to become the charter holder of any open-enrollment charter granted to Pathway Charities, Inc.

i) Disclose whether the sponsoring entity has operated a private daycare, private

school, public daycare, or public school.

The sponsoring entity has not operated any type of school.

j) Disclose whether the sponsoring entity is a religious or faith-based organization or engages in any activities with a religious purpose.

Pathway Charities is sectarian in nature and purpose.

k) Discuss any litigation in which the sponsoring entity has been involved.

The sponsoring entity has not been involved in any litigation.

l) Disclose whether the sponsoring entity has been sanctioned by any state regulatory agency.

The sponsoring entity has not been sanctioned by any state regulatory agency.

m) Describe the initial incorporators of the sponsoring entity, including their names and professional backgrounds.

1. Mr. Danny Wegman – clergy
2. Mr. Harry Sewell – clergy
3. Mrs. Norman Wegman - secretary for clergy

n) Discuss any plans for further recruitment of organizers of the proposed school.

Currently, there are no plans for further recruitment of organizers for Legacy21, Inc.

o) Describe the methods used to inform parents, students, and employees about procedures for receiving and responding to complaints. Note that under 19 TAC, §100.1033(c) (6) (C), the governing body of a charter holder shall not delegate final authority to hear or decide employee grievances, citizen complaints, or parental concerns.

Parents/guardians and students will receive the Legacy Preparatory Student Handbook at school orientation that includes an explanation of the procedures for receiving and responding to complaints. Parents/guardians and the students will be required to sign and return a form acknowledging that they have received and read the handbook.

All Legacy Preparatory employees will receive an employee handbook when hired that outlines employee complaint and grievance procedures. The process for complaints or grievances for employees is essentially the same as for parent/guardian and student complaints and concerns. Any complaint or grievance will be brought to the principal/school director first. If not resolved at that level, the employee can file a written complaint with the superintendent and request a meeting. Continuing complaints will be addressed by the Board of Directors of the Legacy Preparatory upon written request at their next meeting. Exceptions to this process are harassment and whistleblower complaints, which will be brought directly to the Board.

p) Describe the following elements of the governance structure of the governing body of the sponsoring entity.

Although some of the information requested below might be addressed by the sponsoring entity's Articles of Incorporation, bylaws, or other documents, please provide the information requested below:

1) the officer positions designated;

The officer positions of the governing body of the sponsoring entity are President, Secretary, and Treasurer.

2) the manner in which officers are selected and removed from office;

All officers shall be elected and appointed annually by the Board of Directors at the regular annual meeting of the Board of Director. Any office elected or appointed may be removed by the Board of Directors whenever in their judgment the best interests of the Corporation will be served thereby.

3) the manner in which members of the governing body are selected and removed from office;

Members of the governing body are also officers of the governing body and are therefore covered in item 2, above.

4) the manner in which vacancies on the governing body are filled;

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

5) the term for which members of the governing body serve; and

All officers serve in three year terms.

6) whether the terms are to be staggered.

The offices of Deacon and Trustee do not serve in staggered terms.

Governing Body of the Charter School (if different from the governing body of the sponsoring entity)

Some charter holders choose to delegate some powers or duties of the governing body of the charter holder to a governing body of the charter school. Non-delegable duties are listed in 19 TAC, § 100.1033(c)(6)(C). Members of the governing body of a charter school will be required to undergo training as defined by 19 TAC, §100.1102.

q) If a governing body of the charter school exists, list the members.

1. Byron Ricks
2. Jason Alexander
3. Ricardo Miller

Pending charter approval, the bylaws of Legacy21, Inc. will be amended and call for 7 to 9 members.

r) If a governing body of the charter school exists, describe the powers or duties delegated to it by the governing body of the charter holder. Non-delegable duties are listed in 19 TAC, §100.1033(c)(6)(C).

The governing body of the charter school holds all powers and duties allowable. The duties and powers not delegated to the governing body of the charter school include:

1. final authority to hear or decide employee grievances, citizen complaints, or parental concerns;
2. final authority to adopt or amend the budget of the charter holder or the charter school, or to authorize the expenditure or obligation of state funds or the use of public property;
3. final authority to direct the disposition or safekeeping of public records; except that the governing body may delegate this function to any person, subject to the governing body superior right of immediate access to, control over, and possession of such records;
4. final authority to adopt policies governing charter school operations;
5. final authority to approve audit reports under TEC, §44.008(d); or
6. initial or final authority to select, employ, direct, evaluate, renew, non-renew, terminate, or set compensation for a chief executive officer.

Submit, as part of Attachment D, a notarized biographical affidavit for each member of the governing body of the charter school. *A sample of the biographical affidavit form is included in Appendix II. The actual form that must be completed is an online form that is located at <http://www.teastate.tx.us/index.aspx?id=3475>. Biographical affidavits must be notarized within 90 days of the due date of this application.*

See Attachment D: Notarized Biographical Affidavit

s) Describe the following elements of the governance structure of the governing body of the charter school:

- 1) the officer positions designated;

1. Byron Ricks, President
2. Jason Alexander, Treasurer
3. Ricardo Miller, Secretary

2) the manner in which officers are selected and removed from office;

The Officers of the Corporation will be appointed each year by the Chairman of the Board at its annual meeting. Any officer who fails to attend three (3) consecutive meetings may be asked to resign from office by resolution of the Board of Directors. The Secretary will notify Officers when they have missed three (3) regular consecutive meetings. *If the Secretary has missed three (3) regular consecutive meetings, then the Chair is to notify the Secretary.* Absences may be formally excused by vote of the Board. The Secretary will certify a Director's excessive absence to the Chairman. Any Officer may also be removed with or without cause upon a two-thirds (2/3) majority vote of all the remaining directors for removal. However, the Chairman of the Board may only be removed upon a two-thirds (2/3) majority vote of all the remaining directors for good cause.

3) the manner in which members of the governing body are selected and removed from office;

The Directors of the Corporation will be appointed each year by the Chairman of the Board at its annual meeting. Any director who fails to attend three (3) consecutive meetings may be asked to resign from office by resolution of the Board of Directors. The Secretary will notify Officers when they have missed three (3) regular consecutive meetings. Absences may be formally excused by vote of the Board. The Secretary will certify a Director's excessive absence to the Chairman. *Any Director may also be removed with or without cause upon a two-thirds (2/3) majority vote of all the remaining directors for removal.*

4) the manner in which vacancies on the governing body are filled;

The Chairman of the Board will appoint Directors to fill vacancies in accordance with the Texas Business Organizations Act. Each Director appointed or designated to fill a vacancy on the Board of Directors will hold office for the remainder of the term of the vacancy. A vacancy occurring on any committee may be filled by the Board of Directors for the remainder of the term of the position.

5) the term for which members of the governing body serve; and

Four (4) of the seven (7) Directors or five (5) of the nine (9) Directors' seats shall be designated as two-year terms; and the remaining Directors' seats shall be designated as three-year terms. Each term may be renewed by each respective Director at the discretion of the Board, and with state law governing qualifications and restrictions on service as a member of a governing body of a charter holder or charter school. The Chairman of the Board's seat shall be included in those serving a three-year term, which may be renewed indefinitely by the Chairman of the Board.

6) whether the terms are to be staggered.

These terms will be staggered.

Other Governance

If at some point, the charter holder plans to enter into an agreement with a management company, the contract/or services must be approved by the commissioner of education at least 30 calendar days prior to any performance or payments under the contract. See 19 TAC, §100.1155.

t) Describe the extent to which any private entity, including any management company, other nonprofit group, other governmental agency and/or any other educational organization will be involved in the operation of the charter school. Identify any members of the governing board or officers of the charter school who are affiliated with all such entities.

Legacy21, Inc. governing board is committed to the following services pending charter approval to consummating contracts with the following organizations (all proposed contracts in Attachment R):

1. Proterra Advertising: Marketing and Advertising of the school vision and publicizing the enrollment period and opening of the school.
2. PrimeTimePlayer: establishing Corporate Partnerships, Negotiating Contracts, Fundraising Campaigns, Public Relations, University Partnerships, Internship Model, In-Kind Donations, etc.
3. HelpCharters/JR3: Total Back Office Texas Compliant Services, Administration and School Model Support, Training, Inquiry Based Coaching, Policy Creation and Implementation Support, Hiring Advisement, Board Consulting, etc.
4. Lease Contract template provided in Attachment R to be used for proposed locations.

Section 10: Human Resources Information

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10. Human Resources Information (Scored by External Review Panel)

a) Submit, as Attachment H, the sponsoring entity's organizational chart. The chart should illustrate all current and proposed operations of the sponsoring entity including: (1) all non-charter operations in which the sponsoring entity is engaged; (2) other charter schools that the sponsoring entity operates; and (3) the operation of the proposed charter school.

See Attachment H

b) Describe how the charter holder board will maintain responsibility for and oversight of:

The school officers of Legacy Preparatory in conjunction with the Board of Directors have a clear understanding of the responsibilities as delegated and monitored by the Board of Directors. Each area designated below is enumerated within the school officer job description. The following table shows the link between responsibilities listed in the charter application guidelines and the responsibilities identified in the job postings.

Responsibilities in Charter Application	Related Responsibilities in Job Application
1) student and school performance;	<i>Superintendent/CEO:</i> Create a culture of high expectations for the school where all students will be academically prepared to succeed in high school and college; provide instructional leadership to school officers and staff by requiring the school to employ instructional practices grounded in scientifically based or best practice research; focus the school on student performance results and require decisions about curriculum, instruction, programs, assessment and professional development to be driven by results; focus the school officers and staff on the importance of

	relational interactions with students. <i>Principal:</i> Oversee all aspects of the instructional program and ensure a focus on improving student performance; work with staff, Board of Directors and community to develop curriculum and programs; prepare reports evaluating the effectiveness of school programs; promote relational importance in learning; support achievement of student and campus performance objectives; ensure an appropriate educational program for each student in a Personal Education Plan developed for each individual student's specific needs. <i>Asst. Principal (When implemented):</i> Monitor the instruction program; work closely with instructional staff on the curriculum to ensure alignment with TEKS and high level of rigor; recommend improvement to the instruction program; identify and use research and statistical information for program and instructional improvement; develop a strong advisory and mentoring system for students; oversee the school's counseling programs.
2) management and administrative practices;	<i>Superintendent/CEO:</i> Lead the development, implementation of and any subsequent revisions of the school's strategic plan; build unity for and communicate the school's vision, mission, and goals; anticipate the needs of the school through short- and long-term planning and provide timely and responsive action to address the needs.

	<i>Principal:</i> Work with the Superintendent/CEO to develop administrative procedures to manage school operations and implement policies; ensure that school plant and facilities are properly maintained and provide for the safety of students and staff; define the responsibilities and duties of all personnel; recruit and evaluate faculty and staff, and recommend to the superintendent/CEO the employment or discharge of faculty and staff. Assist staff in developing professional growth plans; establish and maintain a positive work environment conducive to high staff morale; communicate with students, staff, and parents in a clear and effective manner.
3) student attendance accounting reporting requirements;	<i>Superintendent/CEO:</i> Approve reports and data requirements; submissions to TEA <i>Principal:</i> Work with Business Manager to prepare and submit accurate and timely reports to TEA. Prepare all necessary reports to the State for student attendance.
4) compliance with generally accepted accounting principles and generally accepted standards of fiscal management;	<i>Superintendent/CEO:</i> Exercise fiduciary responsibility, including complying with generally accepted accounting principles and generally accepted standards of fiscal management, to ensure that all resources are used effectively and efficiently. <i>Principal:</i> Supervise financial operations to ensure compliance. <i>Business Manager:</i> Manage the work of the

	back office.
5) compliance with special education <i>Superintendent/CEO:</i> Ensure that school officers and bilingual educational English as a second staff are informed about relevant federal and state laws language (BEIFESL) program requirements;	<i>Superintendent/CEO:</i> Ensure that school officers and regulations, including those related to special education and bilingual/ESL, and board policies and procedures. <i>Principal:</i> Ensure compliance with all applicable state and federal requirements, including special education and bilingual/ESL; hire and manage staff to support these populations.
6) financial accounting reporting requirements, including grant reporting requirements;	<i>Superintendent/CEO:</i> Sign off on the Back Office hire of the business manager; approve reports and data submissions to TEA. <i>Principal:</i> Work with business manager to prepare and submit accurate and timely reports to TEA. <i>Business Manager:</i> Prepare all necessary reports to the State for financial information and other information required by the State.
7) reporting requirements, including those through the Public Education Information Management System (PEIMS);	<i>Superintendent/CEO:</i> Approve reports and data submissions to TEA. <i>Principal:</i> Work with Business Manager to prepare and submit accurate and timely reports to TEA. <i>Business Manager:</i> Enter (or cause to be entered) all PEIMS data meeting timelines; prepare (or oversee preparation) reports and analyses of PEIMS information; handle all tasks associated with PEIMS as identified.

Human Resources

- ✓ • P. 176: Revise the left hand column for 5 to state, "compliance with **Information on special education and bilingual education/English as a second language (BE/ESL)** program requirements."

The left hand column for 5 has been revised to state, "compliance with **Information on special education and bilingual education/English as a second language (BE/ESL)** program requirements."

- ✓ • P. 176: Explain what is meant in the right hand column of 5 by the following text, "Superintendent/CEO: Ensure that school officers and regulations, including those related to special education and bilingual/ESL, and board policies and procedures."

This statement has been revised to read:

"Superintendent/CEO: Ensures that school officers are informed on school regulations, including those related to special education and bilingual/ESL, and board policies and procedures."

APPROVED DURING CONTINGENCY PROCESS

8) reporting annual school and student performance to students, parents, and the school public	<i>Superintendent/CEO:</i> Develop procedures for the school to report annual school and student performance to students, parents, and the public. <i>Principal:</i> Report annual school and student performance to students, parents, and the public through a variety media, such as school website, social networking site (i.e. Facebook), written notices, and other as provided by Superintendent.
9) distribute to parents information related to the qualifications of each teacher of the program, including any professional or the qualifications of the teacher, a statement of any certification under Subchapter B, Chapter 21, held by each teacher, and any relevant experience of each teacher.	<i>Superintendent/CEO:</i> Develop procedures for the school to distribute to parents information related to each professional employee at the school. <i>Principal:</i> Distribute to parents information related to the qualifications of each professional employee at the school.

TEC, §12.120 states, "A person may not serve as a member of the governing body of a charter holder, as a member of the governing body of an open-enrollment charter school, or as an officer or employee of an open-enrollment charter school if the person has been convicted of a felony or a misdemeanor involving moral turpitude..."

An employee of an open-enrollment charter school who qualifies for membership in the Teacher

Retirement System of Texas shall be covered under the system to the same extent a qualified employee of a school district is covered. For each employee of the school covered under the system, the school is responsible for making any contribution that otherwise would be the legal responsibility of a school district. See TEC, §12.1057.

TEC, §12.1059 states, "A person may not be employed by or serve as a teacher, librarian, educational aide, administrator, or counselor for an open-enrollment charter school unless the

person has been approved by the agency following a review of the person's national criminal history record information as provided by Section 22.0832."

Charter schools must check the criminal history (through the Texas Department of Public Safety) of each person who intends to serve as an employee in any capacity, a member of the governing body of the charter holder, a member of the governing body of the charter school, and any person who files, in writing, an intention to serve as a volunteer. See 19 TAC, §100.1151.

School Officers

"School officer" is defined in TEC, § 12.1012, as a principal, director, other chief operating officer, assistant principal, assistant director, or a person charged with managing the finances of an open enrollment charter school.

Some charter holders choose to delegate some powers or duties of the governing body of the charter holder to various school officers. Non-delegable duties are listed in 19 TAC, §100.1033(c)(6)(C). Charter school officers will be required to undergo training as provided in 19 TAC, §§100.1103-100.1105.

c) Submit, as part of Attachment D, a notarized biographical affidavit for each school officer. *A sample of the biographical affidavit form is included in Appendix II. The actual form that must be completed is an online form that is located at <http://www.tea.state.tx.us/index.aspx?id=3475>. Biographical affidavits must be notarized within 90 days of the due date of this application.*

School officers have not been appointed at this time; therefore this attachment is not applicable.

d) Submit as Attachment I, a Supplemental Human Resources Information Form for each officer position. *Note that some duties cannot be delegated by the governing body of the charter holder to a school officer. Non-delegable duties are listed in 19 TAC, §100.1033(c)(6)(C).*

A sample of the Supplemental Human Resources Information Form is included in Appendix ill. The actual form that must be completed is an online form that is located at

<http://www.tea.state.tx.us/index.aspx?id=3475>.

A Supplemental Human Resources Information Form must be completed for the CEO/superintendent, financial officer, principal, assistant principal, director, assistant director, and any other administrative position that the proposed charter anticipates filling.

General salary information for specific school districts and for the state as a whole may be found at <http://ritter.tea.state.tx.us/perjreport/snapshot12008/index.html>. Specific salary information may be purchased from the Texas Association of School Boards at <https://www.tash.org/apps/tasbstore/storeCategory.cfm?cat=3>.

Note that charter schools may not compensate an individual in excess of the fair market value of the services rendered. The fair market value of the services rendered is based on the individual's education, experience, prior salary history, job duties actually performed, and what a typical person with similar skills, experience, and job duties would earn. See 19 TAC, §100.1022(c)(2)(B)(i).

See Attachment I: Supplemental Human Resources Information Form

e) *Describe professional development opportunities that will be offered to school officers.*

Legacy Preparatory will provide professional development opportunities to all school officers. The superintendent and the principal/school director, when that position is activated, will attend state conferences and trainings sponsored by the Texas Association of School Administrators, Texas Association of School Boards, and the Texas associations for the appropriate grade level, to be differentiated as grade levels are added to the school. They will also participate in other national conferences and trainings, to include the National Charter Schools Conference and the Texas Charter School Association.

One of the foremost responsibilities of the school officers is to provide adequate resources for Legacy Preparatory to fulfill their mission. To ensure the mission's success, Legacy Preparatory officers will develop an Individual Learning Plan (ILP). The ILP is the bedrock of development for all students, staff and school officers. The Individual Learning Plan will include personal and collective goals for each officer. Legacy Preparatory officers will develop a needs assessment to determine the best course of professional development to include in the ILP. The board will assess the ILP on the same timelines as the other portions of their evaluation to ensure the success of all stakeholders.

Legacy Preparatory officers will work in partnership with one another to ensure students reach new heights in technology and innovation. The officers realize the global implications of integrating the most current technology instruction and applications across all subjects. The school officers will participate in professional development that highlights emerging innovations combined with best practices. This professional development will be evaluated on its effectiveness based on staff and student success.

School officers will be encouraged to attend training for the implementation of all new programs, such as the Kilgo curriculum and Daggett's Gold Seal curriculum. All trainings required for program implementation of any future programs will be attended by at least one school officer. The school officers will also attend trainings on administering the Professional Development and Appraisal System for teachers.

The principal/school director, or another designated officer, will obtain American Red Cross training and certification for first aid, cardiopulmonary resuscitation (CPR) and automated external defibrillation (AED) training.

The business manager will attend conferences and trainings offered by the Texas Association of School Business Officials. He/she will be required to participate in Region 10 Education Service Center training for PEIMS and student attendance accounting. Additionally, the business manager will attend professional development regarding fiscal compliance issues.

The Technology Director will participate in state and national technology conferences, as well as participating in technology conferences for ESC Region 10. The technology director will also network with area school districts for district level technology conferences and mentoring opportunities.

The Development Director will participate in technology workshops at Region 10 and conferences as well as grant writing trainings at local universities and at the state and national level.

Additionally, the Development Director will participate in other trainings to address Legacy Preparatory initiatives.

All school officers will comply with the training required in 19 TAC 100.1103-100.1105 for their respective positions.

f) ***Explain the method(s) and timelines that will be used to evaluate school officers; designate the responsible party for the evaluations.***

All administrative personnel will be evaluated in accordance with provisions of Chapter 150, Subchapter BB, Texas Administrative Code. The Commissioner's rules regarding administrator appraisal identify ten domains and descriptors for evaluating performance.

- **Instructional management:** The administrator promotes improvement of instruction through activities such as the following: monitoring student achievement and attendance; diagnosing student needs; helping teachers design learning experiences for students; encouraging the development and piloting of innovative instructional programs; and facilitating the planning and application of emerging technologies in the classroom.
- **School or organization morale:** The administrator fosters a positive school or organization morale through activities such as the following: assessing the planning improvement of the school, school district, or community environment; reinforcing excellence; promoting a positive, caring climate of learning; and using effective communication skills.
- **School or organization improvement:** The administrator promotes leadership in efforts to improve the school or organization through activities such as the following: collaborating in the development and articulation of a common vision of improvement; encouraging appropriate risk-taking; and ensuring continuous renewal of curriculum, policies and methods.

• *P. 181 : Confirm that the superintendent, the principal, the business manager, the technology director, and the development director will all be evaluated in accordance with provisions of 19 TAC, Chapter 150, Subchapter BB.*

We confirm that the superintendent, the principal, the business manager, the technology director, and the development director will all be evaluated in accordance with provisions of 19 TAC, Chapter 150, Subchapter BB.

APPROVED DURING CONTINGENCY PROCESS

- **Personnel management:** The administrator manages personnel effectively through activities such as the following: delegating appropriately; recognizing exemplary performance of teachers and staff; encouraging personal and professional growth and leadership among the staff; complying with applicable personnel policies and rules; securing the necessary personnel resources to meet objectives and evaluating the job performance of assigned personnel.
- **Management of administrative, fiscal and facilities:** The administrator manages administrative, fiscal, and facilities functions reasonably through activities such as the following: obtaining broad-based input for fiscal or financial analysis; compiling reasonable budgets, and cost estimates; ensuring that the facilities are maintained and upgraded as necessary; and managing a broad range of school operations.
- **Student management:** The administrator promotes positive student conduct through activities such as the following: helping students develop a sense of self-worth; developing and communicating guidelines for student conduct; ensuring rules are observed uniformly; disciplining students for misconduct in an effective and fair manner; supporting collaboration by working with faculty; and encouraging the participation of student and parents.
- **School or community relations:** The administrator promotes a positive tone for school or community relations through activities such as the following: fostering collaborative educational efforts among members of the total school community; articulating the school mission and needs to the community; seeking support for school programs; and involving himself or herself in community activities that foster rapport between the school district and the larger community.
- **Professional growth and development:** The administrator provides leadership in professional growth and development through activities such as the following: participating actively in professional associations; conducting himself or herself in an ethical and professional manner, disseminating ideas and information to other professionals; and seeking and using evaluative information for improvement of performance.
- **Academic Excellence Indicators and campus performance objectives:** The administrator will be evaluated on the student success based on the AEIS indicators as

well as additional campus performance objectives decided by the CEO/Superintendent and the Board.

- **School board relations:** The superintendent promotes and supports a positive relationship with the school district board of trustees through activities such as the following: meeting the board's needs for information; interacting with board members in an ethical, sensitive, and professional manner; demonstrating competence in written and verbal communications to the board; and recommending policies to the board to enhance teaching and learning.
- **Student performance domain:** The principal promotes improvement of the performance of students on the campus through activities such as comparing campus disaggregated student performance results to state accountability standards and prior year performance. All student goals identified in the charter will be analyzed and reported annually to the Board of Directors and the CEO/Superintendent.

These domains will be organized into an evaluation system. All administrative staff will meet with their supervisors at the beginning of the "year to set performance objectives for each established domain, and will meet at the end of the year to assess progress in meeting those objectives.

Teachers and Other Instructional Staff

Federal law requires that charter school teachers in core academic subjects (English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts [theater arts, dance, music, and art], history, and geography) have a bachelor's degree and demonstrate competency in the core academic subject area(s) assigned. See the No Child Left Behind (NCLB) bulletins for further information regarding required teacher qualifications at <http://www.tea.state.tx.us/nclb/bulletin.html>.

Charter school teachers assigned to teach subjects that are not considered core academics under the NCLB must meet the state law minimum requirement of a high school diploma. Furthermore, state law and rule require charter school teachers assigned to teach special education, bilingual education, and English as a second language to be appropriately certified.

g) Submit as Attachment I, a Supplemental Human Resources Information Form for all teacher and other instructional staff positions. A sample of the Supplemental Human Resources Information Form is included in Appendix III. The actual form that must be completed is an online form that is located at <http://www.tea.state.tx.us/index.aspx?id=3475>.

A Supplemental Human Resources Information Form must be completed for the positions of teacher, educational aide, counselor, librarian, and any other staff position that the proposed school anticipates filling during the staffing process.

General salary information for specific school districts and for the state as a whole may be found at <http://ritter.tea.state.tx.us/perfreport/snapshot/2008/index.html>. Specific salary information may be purchased from the Texas Association of School Boards at <http://www.tasb.org/apps/tasbstore/storeCategory.com?cat=3>.

Note that charter schools may not compensate an individual in excess of the fair market value of the services rendered. The fair market value of the services rendered is based on the individual's education, experience, prior salary history, job duties actually performed, and what a typical person with similar skills, experience, and job duties would earn. See 19 TAE, §1 00.1 022(c)(2)(B)(i).

h) Explain the manner in which the school will distribute to parents information related to the qualifications of each teacher, including any degrees or certifications held and any relevant experience.

At the beginning of every school year the school will send a letter to the parent/guardians of all enrolled students that will discuss the qualifications of each teacher, including all degrees or certifications held and all relevant experience, and Highly Qualified status as defined by TEA and NCLB. Any students that enroll after the letter has been disseminated will receive a copy upon enrollment. Parents will be required to sign and return a notice stating that they have received notification of teacher qualifications.

Additionally, teachers will be required to create and maintain a website that includes a resume/vita that is kept current throughout the year. Parents will have access to this site.

i) Describe professional development opportunities that will be offered to teachers and other instructional staff.

Legacy Preparatory believes that teacher quality and teacher development is the most significant factor of student success. To ensure the mission's success, Legacy Preparatory teachers will develop an Individual Learning Plan (ILP). The ILP is the bedrock of development for all students, staff and school officers. The Personal Education Plan will include personal and collective goals for each teacher. Legacy Preparatory teachers will develop a needs assessment to determine the best course of professional development to include in the ILP.

To create an environment conducive to learning and student achievement, teachers and staff members will have access to a variety of services, such as:

- Content area workshops through Kilgo Consulting workshops. This includes both Scope and Sequence Workshops and Data-driven Decisions Workshops
- Training provided by master teachers who have attended content-specific trainings
- Visitation to other exemplary schools to observe academically rigorous programs and to meet with teachers to discuss scope and sequence, teaching methods, strategies, materials and techniques
- State and National organizations, for curriculum, research and best practices
- Area colleges and universities
- Consultants and other professional development providers
- Educational Service Center for Region 10
- Webinars

Teachers and instructional staff will be required to attend a minimum of 40 hours of professional development each year. Once a month all teachers and instructional staff will be offered professional development on Friday afternoons. All professional development provided by the school during campus in-service days may be included in the 40 hours.

The school officers will identify areas of need based on the campus needs assessment and community input. During the first year of school operation, the superintendent and other instructional staff will develop a comprehensive professional development framework for the school. *Initial topics might include:*

Board and Administrator Training (3 hours each)

- Leadership and Building Leadership Capacity (Servant Leadership and other models)
- Safety and Security (Auditing and Follow-up)
- School Law 101: Legal and Legislative Issues (State and Federal)
- Setting Goals and Priorities, Vision, and Mission (Campus, District, Board)
- Board of Trustees Standard Operating Procedures
- State and Federal Accountability: STAAR and EOC
- Roles and Responsibilities, Building Relationships, Characteristics of Effective Teams
- Characteristics of Effective Leaders: Teachers, Administrators, Board
- Conducting Walk-Throughs, Learning Walks, Focused Walks
- Developing a Comprehensive Faculty Handbook
- Board Self-Evaluation and Evaluating the Superintendent
- Using Mediation Skills in a School Environment
- Preparing for the 82nd Texas Legislative Session; Grassroots Effort
- School Finance Basics and the Financial Integrity Rating System of Texas (FIRST)
- Documenting, writing, and monitoring professional growth plans
- Developing an effective hearing process
- Orientation for new Board Members
- Skills and Competencies Needed to Succeed in Today's Workplace

Coaching for Educational Leaders

- Telephone mentoring (personal and professional growth, setting goals)
- On-site walk and talks and one-on-one counseling and/or mentoring
- Small group (8-15): Powerful Strategies for Educational Leaders
- Blended coaching (mentoring to advising to directive): addressing issues and crises

Providing or Identifying Resources and Reporting

- External mentor for new K-2 teachers, new 3-5 teachers, new 6-8 teachers
- External core subject area coaches: Math, Science, Social Studies, ELA/Reading
- Safety and Security Audit (training local employees, contracting options, reporting, addressing)

Research and Reporting (Sample Topics)

- Differentiated Instruction
- Alternative Scheduling Models
- Peer Mediation
- Mentoring Program Options
- Data analysis
- Curriculum Writing, Review and Analysis
- Program Evaluations: Counseling Program, Special Education, Technology

Professional development requirements as directed by the State will be followed, such as annual training on PDAS, Blood-Borne Pathogens, sexual harassment, etc.

j) Explain the method(s) and timelines that will be used to evaluate teachers and other instructional staff. Designate the responsible party for the evaluations.

The superintendent, principal/school director, or any other designated school officer, will evaluate teachers and other instructional staff utilizing the Professional Development and Appraisal System (PDAS). PDAS will form the core of the school's teacher evaluation system. The process includes a minimum of one 45-minute observation and completion of the Teacher Self-Report form. PDAS includes 51 criteria within eight domains reflecting the Proficiencies for Learner-centered Instruction adopted by the State Board of Educator Certification (SBOE).

At the beginning of the year, each staff member will meet with the designated appraiser to set goals based on the following PDAS domains:

- Active, successful student participation in the learning process

- Learner-centered instruction
- Evaluation of and feedback on student progress
- Management of student discipline, instructional strategies, time and materials
- Professional communication
- Professional development
- Compliance with policies, operating procedures, and requirements
- Improvement of academic performance of all students on the campus

The teacher is required to complete his/her self-evaluation and the designated appraiser will have a summative conference with the teacher at the end of the year to discuss the results of the observations and self-appraisal. The meeting will focus on the teacher's progress in meeting the performance objectives identified at the beginning of the school year. For teachers in need of assistance, an extensive intervention plan will be developed.

Teachers and instructional staff will have at least one walkthrough each semester with one forty-five minute observation to take place prior to April 30 of each school year. Within five days of each walkthrough and observation, the appraiser will meet with the staff member to discuss the findings. No later than three weeks before the last instructional day of the school year each staff member will have a summative meeting with the appraiser to discuss the summative evaluation for the school year.

PEIMS Coordinator, Student Attendance Staff, and Other Staff

- k) Submit as Attachment I,** a Supplemental Human Resources Information Form for the PEIMS coordinator, the student attendance staff position, and any other staff position. A sample of the Supplemental Human Resources Information Form is included in Appendix III. The actual form that must be completed is an online form that is located at <http://www.tea.state.tx.us/index.aspx?id=3475>.

A Supplemental Human Resources Information Form must be completed for the PEIMS coordinator, student attendance staff, and any other staff position that the proposed school anticipates filling during the staffing process.

General salary information for specific school districts and for the state as a whole may be found at

<http://ritter.tea.state.tx.us/perjreportisnapshotl200Blindex.html>. Specific salary information may be purchased from the Texas Association of School Boards at

<https://www.tasb.org/apps/tasbstore/storeCategory.cfm?cat=3>.

Note that charter schools may not compensate an individual in excess of the fair market value of the services rendered. The fair market value of the services rendered is based on the individual's education, experience, prior salary history, job duties actually performed, and what a typical person with similar skills, experience, and job duties would earn. See 19 TAC, § 100.1022(c)(2)(B)(i).

l) Describe professional development opportunities that will be offered to the PEIMS coordinator, student attendance staff, and any other staff not already addressed.

The PEIMS coordinator (Business Administer) will receive training at Region 10 Education Service Center for PEIMS coordinators and on the Student Attendance Accounting Handbook as well as training from HelpCharters and JR3 Back Office Personnel. When the school grows to include a full-time student attendance coordinator, that individual will receive the same training from Region 10.

Designated administrative personnel, including the school secretary, will obtain American Red Cross training and certification for first aid, cardiopulmonary resuscitation (CPR), and automated external defibrillation (AED).

Administrative personnel, including the school secretary, will also be given opportunities to pursue continuing education to enhance their professional knowledge. Examples of trainings include: computer applications, training related to specific student health or learning needs, and training for campus-wide initiatives. The school will reimburse administrative staff for continuing education expenses if the classes are part of the personal growth plan agreed to by the appraiser and employee during an annual employee evaluation.

Custodial and cafeteria staff will attend health and safety professional development related to their positions. These activities may take place at Region 10 Education Service Center.

- m) Explain the method(s) and timelines that will be used to evaluate the PEIMS coordinator, student attendance staff, and any other staff not already addressed. Designate the responsible party for the evaluations.***

The Business Manager, who will oversee all PEIMS and student attendance duties, shall appraise the PEIMS information collection procedures and the student attendance officer to insure accuracy. The principal will be responsible for evaluating office personnel, such as the school secretary.

The evaluation process for all administrative personnel will be based on the responsibilities of their job and the professionalism and timeliness shown in performing their duties. The assigned appraiser will meet with administrative staff at the beginning of each year to establish performance objectives for the year and to collaborate on a personal growth plan. They will meet again at the end of the year to determine if the performance objectives have been met.

However, administrative staff will be evaluated on a daily basis by the school officers and can be terminated at any time for non-performance.

Section 11: Business Plan

11. Business Plan (Reviewed by TEA)

Financial History of Sponsoring Entity

a) Discuss the sources of funding used by the sponsoring entity to start up its operations.

The initial funding will be from a letter of commitment established with local investors. The \$850,000 letter/s of commitment will provide start up funds for the charter school.

b) Discuss the current assets of the sponsoring entity. (**Current Asset - Those assets which are reasonably expected to be realized in cash or sold/consumed within a year or within the normal operating cycle of the entity**)

Sponsoring entity has \$100.00 in current assets.

c) Discuss the current liabilities of the sponsoring entity. (**Current Liabilities - Obligations whose liquidation is reasonably expected to require the use of existing resources properly classified as current assets or obligations that are due on demand or will be due on demand within one year**)

Sponsoring entity has no current liabilities.

d) Disclose any liens, litigation history, and/or any sanctions from any local, state and/or federal regulatory agency against the sponsoring entity. *For the purpose of this application "litigation" includes civil suits, bankruptcy proceedings, and any administrative process in which an agency of the federal, state or local government has taken adverse licensing or disciplinary action. "Sponsoring entity" includes any organization, whether incorporated or not, to which the sponsoring entity is successor in interest; any organization, whether incorporated or not, which the sponsoring entity has purchased; and, any organization, whether incorporated or not, for which the sponsoring entity has taken possession of substantially all assets previously possessed by that organization.*

At this time there are no liens, litigation history, or any sanctions from any local, state, or federal regulatory agency against the sponsoring entity.

e) State the names of any open-enrollment charters already held by the sponsoring entity.

The sponsoring entity does not hold any open-enrollment charters at this time.

f) Submit, as **Attachment J**, a copy of the most recent audit report. *If an audit report is not available, provide one of the following:*

1) an unaudited financial statement consisting of:

- *an unaudited statement of financial position,*
- *an unaudited statement of activities, and*
- *an unaudited statement of cash flows (The unaudited financial statements must include a notarized acknowledgement signed by the chief executive officer and chief financial officer of the sponsoring entity attesting to the accuracy and completeness of the information provided.)*

or

*2) a statement that no documents are being provided because the sponsoring entity was incorporated **after January 1, 2008 and has less than \$5,000** in receipts and total assets.*

Please refer to **Attachment J**.

g) Submit, as **Attachment K**, a credit report of the sponsoring entity. *If the sponsoring entity was incorporated **after January 1, 2008 and has less than \$5,000** in receipts and total assets, it is not required to provide a credit report and may instead provide a statement that no documents are being provided because the sponsoring entity was incorporated after **January 1, 2008 and has less than \$5,000** in receipts and total assets. If the entity was incorporated prior to January 1, 2008 and there is no credit history, a response from one of the credit rating agencies must be attached indicating the entity has no credit history.*

Please refer to Attachment K for the credit report.

h) Submit, as **Attachment L**, a copy of the most recently filed Internal Revenue Service Form 990. *If a Form 990 is not available, provide a statement that explains why a Form 990 is not available.*

No IRS Form 990 is required since exempt 501(c)3 religious organizations do not file IRS Form 990.

Current Operations of Sponsoring Entity

i) If non-charter programs are currently operated by the sponsoring entity, describe how, or if, these non-charter programs will relate to the charter school.

The sponsoring entity currently operates an outreach philanthropic organization in Dallas, Texas. These activities will be kept separate from the charter school. The sponsoring board signed a MOU stating: Pursuant to Texas State Board of Education guidelines, Pathway Charities, Inc., a faith-based, tax exempt organization under section 501(c)(3) of the Internal Revenue Code, does hereby agree to designate Legacy21, Inc. to hold any open-enrollment charter granted to Pathway Charities, Inc. by the Texas State Board of Education conditional on Legacy21, Inc. receiving 501(c)(3) tax exempt status. Legacy21, Inc. hereby agrees to accept such designation and to become the charter holder of any open-enrollment charter granted to Pathway Charities, Inc. The charter school will have its own leadership, employees, and resources.

j) If there are plans to begin operating any non-charter programs within the next two years, describe whether these non-charter programs will relate to the charter school.

The sponsoring entity does not plan to begin operating any non-charter programs, within the next two years.

k) If there are plans to begin operating any non-charter programs within the next two years, discuss the physical location of the programs. Describe how the charter school will maintain separate administrative, business, financial, payroll, personnel and other records.

There are no plans to begin operating any non-charter programs within the next two years.

Start - Up of Charter School Operations

l) Provide a statement describing the projected amounts of start-up funding. The statement must identify the amount of each source of funds and the specific source of funding (*i.e.*, private donor, charitable foundation, local government, state/federal agency). ***Charter school applicants should be aware that the fiscal year of the charter school should end on August 31.*** *Through a grant application process, federal funds may be available for up to 18 months of post-award planning and up to two years of implementation. However, start-up funds are available for no more than three years. Actual funding depends on the number of eligible charters, the completion of a successful competitive charter grant application, and the continuation of funds from the United States Department of Education. Start-up funding is not to be used/or budget purposes, and, if awarded, will not be available to the sponsoring entity until the contract/or charter has been executed, a county-district number has been assigned, and a grant application has been completed and negotiated. The federal funds may then only be accessed after a request for reimbursement has been submitted. Generally, the federal funds may not be received until after the charter holder has demonstrated that it has incurred an expenditure that represents an allowable cost pursuant to the requirements of the federal award.*

The initial funding will be from a letter of commitment established with local investors. The \$850,000 letter/s of commitment will provide start up funds for the charter school. These funds will be used for the start up functions outlined in the start up budget.

m) Submit, as Attachment M, documentation (*i.e.*, letters of credit, letters from donors, loan agreements, notices of grant awards, etc.) verifying all nongovernmental sources of funding. Letters of support for the proposed school should not be included in Attachment M. *If there are no such sources of funds, state this in the attachment.*

Please see Attachment M, for the commitment letter/s for the amount of \$850,000.

n) Describe the process by which the annual budget of the charter school will be adopted.

The budget for each coming year will be prepared by the superintendent in conjunction with the principal of each campus detailing all sources of revenue and expenses. The budget will be prepared and approved by the Board prior to each school year. The budget will be in accordance with the Texas Education Agency's required financial accounting guidelines, and will be prepared in accordance to General Accepted Accounting Principles (GAAP). The discussion and approval of the budget will be recorded in the minutes.

o) Submit, as **Attachment N**, a start-up budget; the electronic version of this template can be found at <http://www.tea.state.tx.us/index.aspx?id=3475>. A sample can be seen in Appendix IV.

Note that only this start-up budget template will be accepted for the purposes of this application. To complete the start-up budget template, use the Special Supplement to Financial Accounting and Reporting, Nonprofit Charter School Chart Of Accounts located at <http://www.tea.state.tx.us/school/financelindex.html#audit>. The start-up budget must include the period between the date that the charter is awarded by the State Board of Education and the date that the proposed charter school will begin operations. The start-up budget must identify all sources of funding and anticipated expenses. The private or local sources of funding must be supported by the documentation included in Attachment M. The revenues and expenses for each entry in the budget template must be supported with written calculations indicating how the amounts were derived (For example, 3 teachers @ \$30,000 annual salary = \$90,000 salaries or wages entered to line 6119. These written calculations should be attached following the printout of the completed start-up budget template).

See Attachment N.

p) Submit, as **Attachment O**, a budget for the first year of operations; the electronic version of this template can be found at <http://www.tea.state.tx.us/index.aspx?id=3475>. A sample can be seen in

The budget for the first year of operations must include the period after the date that the proposed charter school will commence operations. The budget must identify all sources of funding and anticipated expenses. Open-enrollment charter schools may offer either a half-day or full-day prekindergarten program; however, foundation funding for each prekindergarten student is based on half-day eligibility (the student must be scheduled for at least 120 minutes daily to be eligible for half-day prekindergarten.) Please see the Student Attendance Accounting Handbook for additional information.

http://www.tea.state.tx.us/index2.aspx?id=7739&menu_id=645&menu_id2=789 Charters may offer either a half-day or full-day (120 minutes of instruction per day for half-day eligibility or 240 minutes of instruction per day for full-day eligibility) kindergarten program. If students are enrolled in a full-day program (240 minutes of instruction per day), the charter is entitled to full-

day funding. Charters offering half-day programs may not count students who attend both the morning and afternoon half-day sessions for eligible full-day attendance. The private or local sources of funding must be supported by the documentation included in Attachment M. State and federal sources of funding must be supported with a written statement or schedule indicating how the amounts were derived. The expenses for each entry in the template must be supported with written calculations indicating how the amounts were derived. (For example, 3 teachers @ \$30,000 annual salary = \$90,000 salaries or wages entered to line 6119.) It is important to budget conservatively and to consider that charter schools often have lower than anticipated attendance rates in the first year of operation. Therefore, a reasonable planning estimate for average daily attendance (ADA) is \$6,000 per student with an estimated daily attendance rate of 80%. However, a higher daily ADA and/or attendance estimate percentage may be used in the budget if an explanation for the additional funding, with written calculations, is included. A useful source for calculating additional funding can be found under State Funding Worksheets located at the following TEA website: http://www.tea.state.tx.us/index2.aspx?id=7574&menu_id=645. All written calculations should be included in the application following the completed budget template for the corresponding year.

Note: Consistency between staffing proposed in Section 10 (Human Resources) and the proposed budgets will be reviewed.

See Attachment O.

Management Company and Other Contracted Services

q) Describe the manner in which an annual audit of the financial and programmatic operations of the program is to be conducted.

The governing charter board will engage an independent auditor licensed in the State of Texas to perform a complete audit of the operations of the Charter School within 120 days after the close of the fiscal year. The audit report will meet the state requirements and be submitted to the Texas Education Agency as required. Furthermore, the report will be in the format required by the Texas State Board of Education. The Board will review the audit with the auditor and make changes that are recommended.

r) Identify any organization(s) and/or individual(s) that will provide financial accounting, payroll, and/or tax accounting services for the proposed charter school.

The Business Manager/PEIMS Coordinator will be responsible to oversee and set up the internal accounting programs, payroll, provide financial reporting, budgeting, cost

controls, PEIMS data collection and recording. The Business Manager/PEIMS Coordinator will also work with the accounting, audit, and finance professionals to prepare required reports, report to the Board and administration, and concerning year-end financials. To assist the Business Manager/PEIMS Coordinator in meeting these responsibilities, HelpCharters may staff and assign an individual(s) knowledge in such matters as an on campus employee of HelpCharters Management providing back office services to the school. The Business Manager/PEIMS Coordinator shall monitor the performance of the contractual responsibilities of HelpCharters assigned staff, but such staff shall be supervised and controlled by HelpCharters. In hiring/selecting accounting, audit and finance professionals, the Board will comply with applicable state laws concerning professional services procurement. The Board will procure an annual audit and ensure its audit and reporting complies with Texas Education Agency rules and law.

s) Discuss the qualifications of the organization(s) and/or individual(s). Include a list of any current or former clients that were charter schools.

Legacy21, Inc. governing board is committed to the following services pending charter approval to consummating contracts with the following organizations (all proposed contracts in Attachment R):

1. Proterra Advertising: Service Focus - Marketing and Advertising of the school vision and publicizing the enrollment period and opening of the school. Proterra Allstate is fully loaded as far as experience and expertise in TV & radio, Outdoor events, branding, direct mail, and print. Their list of clients says more than enough about their ability to get the word out. Clients such as Samsung, Blockbuster, JCPenny, P&G, AT&T, Mavericks, American Airlines Center, Clorox, MattressFirm, Eye Care Center of America, Inc. and more (found at <http://www.proterraadvertising.com/>).

"With almost two decades as one of Dallas' Advertising Agencies, we at Proterra have accumulated tremendous know-how regarding the strategic and tactical aspects of modern advertising, marketing, lead generation, customer acquisition and retention, and business development. Our traditional focus on metrics has evolved into an appreciation of the role that information technology, data and business intelligence play in building core business strategies.

What we've learned is that sustained growth today requires that a company's communications and customer outreach efforts be aligned with such strategies,

and optimized across all available sales channels. As industry thought leaders, we periodically survey magazines, blogs, and other publications for insights into how entrepreneurial enterprises at every level of development can harness the immense potential of the new sciences of success."

<http://directory.leadmayerick.com:80/Proterra-Advertising/Dallas-Fort-Worth/Arlington/TX/10/11839/index.aspx>

Proterra has served Life School of Dallas and other charter schools as clients.

2. PrimeTimePlayer: Service Focus - establishing Corporate Partnerships, Negotiating Contracts, Fundraising Campaigns, Public Relations, University Partnerships, Internship PrimeTimePlayer Model, In-Kind Donations, etc. PrimeTimePlayer Services have served organizations such as University of North Texas, Big Brothers Big Sisters (Dallas Chapter), Johnson and Johnson, T. Boone Pickens Foundation, Baylor Medical Health Care System, Paul Quinn College, PrimeU, TRUTH Football, Under Armour, and many others.

DL Wallace - Founder: The founder, Mr. Wallace owned his *first business at the age of 21*; while still a full time student at *Baylor University*. His vast corporate and entrepreneurial success enabled him to *retire at the age of 32*. Since retirement, Wallace has focused his attention on building business that empowers people. In 2004, Wallace founded the first fully interactive sales school in Dallas/Fort Worth when he opened the *DFW Business Training Center*. The training facility taught post college graduates the soft skills needed to succeed in Corporate America. Wallace designed a 5-week sales curriculum that helped students master the fine arts of *closing, negotiating, prospecting, appointment setting and business presentation*. This led to Wallace being featured in many respected business publications including *Dallas CEO Magazine, The Dallas Observer*, and the *National Black Pages*. DL Wallace is also a highly respected motivational speaker and leadership trainer; who has been the *Featured Guest Trainer* at some of the nation's most respected companies including *Wal-Mart* and the largest invitation only black tie annual event at the Dallas Margarita Ball.

DL Wallace is also a leader in education. He serves on the *University Of North Texas College Of Education Development Board* and helps promote excellence in education in underprivileged areas. In addition, Wallace spearheaded the

renovation of a 97,000 square foot facility in Fort Worth, Texas, which is now used in part as the PTP Corporate Offices. It serves as a daily example of the Company's commitment to reinvesting in the community. Wallace is also driven to provide hope to those who are less fortunate. Each year, he and his business partners sponsor *some of the largest charitable giveaways in North Texas*; including a Back to School Giveaway that gave new school supplies and backpacks *to more than 1200 needy families* and a Christmas Giveaway that *gave brand new bicycles, coats, toys and shoes to over 5000 less fortunate families.*

Wallace's commitment to enhancing the lives of others is evident in the development of PrimeTimePlayer; an organization that gives young athletes hope while providing business builders with an *amazing opportunity.*

PrimeTimePlayer has serviced Life School of Dallas, Inc.

3. HelpCharters/JR3: Service Focus - Total Back Office Texas Compliant Services, Administration and School Model Support, Training, Inquiry Based Coaching, Policy Creation and Implementation Support, Hiring Advisement, Board Consulting, etc.
HelpCharters and JR3 Education Associates, LP partnered together in a co-branding relationship that would allow both companies to better service charter schools in the State of Texas. A company alliance enhanced their services to charter schools to allow for school administration to focus on what is most important – the students and their success in academics and life preparation. HelpCharters/JR3 provide over 200 years in school administration. Former Superintendents of Bruceville-Eddy ISD, Waxahachie ISD, County Superintendent of McLennan County Dept. Ed., and Bruceville ISD serve as directors and advisors.

In addition, there are four individuals on staff that are TASBO certified business managers. The staff includes PEIMS specialists and technology specialists.

The Back Office company has served the following charter schools in Texas:

Austin Discovery School
Cedars International

Academy
The Education Center Little

Elm
EQUITY CENTER
Evolution Academy
Groveton-HTC Coop
Liberty Gulf Coast
Consortium
New Frontiers Charter

Paradigm Charter
Por Vida Charter
Rapoport Charter Schools
Sturdisteel-Waco
Temple Education Center
Texas Can Academy
Uplift Education

t) Submit, as **Attachment P**, a copy of the negotiated service agreement(s) with any organization(s) and/or individual(s) that will provide financial accounting, payroll, and/or tax accounting services for the proposed charter school. *If the charter school intends to enter into such an agreement, and if the agreement is not available on the date that the application is submitted, include a letter of agreement or understanding outlining the terms negotiated to date. If the charter holder does not intend to enter into such an agreement, state this in the attachment.*

The charter school will put out bids for work to be commissioned for service agreements. For budgetary purposes, estimates were obtained from several sources. Once the charter is obtained the services will be put out on a bid process. A qualified business will be chosen based on cost and experience.

See Attachment P

u) Indicate whether the charter holder will adopt the provisions of Texas Education Code (TEC), Chapter 44, Subchapter B, as the process for awarding a contract for the construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property. If so, the provisions of TEC, Chapter 44, Subchapter B, will control in lieu of Subchapter B, Chapter 271, Texas Local Government Code.

Charter holder will adopt the provisions of the TEC, Chapter 44, Subchapter B, as the process for awarding a contract for the construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property. Charter holder will also look for opportunities to consummate contracts with a sizeable portion to minority companies.

Financial Accounting System

The financial accounting software must enable the proposed charter school to comply with the requirements discussed in the Special Supplement To Financial Accounting and Reporting, Nonprofit Charter School Chart Of Accounts. (An electronic copy of the supplement is located at <http://www.tea.state.tx.us/school.finance/index.html#audit>.)

v) Identify and discuss the capabilities of the financial accounting software (*i.e.*, the complete name of the software application and the software version) that the proposed charter school will use. *Include information about the following aspects of the software: the ability to track asset, liability, net asset, revenue and expense data; the ability to record and maintain the budget, including amendments, approved by the governing body of the sponsoring entity; the ability to record and maintain information regarding outstanding liabilities; and the ability to submit financial accounting data to be included in the Public Education Information Management System (PEIMS). If the applicant is aware that data will need to be exported to another software application (e.g., Lotus, MS Excel, MS Access) to be prepared for PEIMS submission, discuss the process that will be used to export the data.*

The charter school will utilize the HelpCharters/JR3 WebSmart to satisfy all TEA compliance expectations.

The software is:

Texas Compliant

- PEIMS compliant integrates Texas PEIMS code
- Complies with all FASRG standards
- TRS TRAQS compliant
- Texas audit friendly
- Complies with all required state and federal reports including new required web based financial reports
- Electronic submissions
- NACHA compliant for electronic payroll

Integrated

- Automatic Student Services and Business Applications integration
- Meets PEIMS requirements with no duplicated data
- PEIMS submissions does not require merging of data

Business software Includes:

- Human Resources
- Payroll
- Accounts Receivable
- Accounts Payable
- Purchasing/Requisition
- Inventory & Fixed Asset Management
- Budget Management

Student software includes:

- Teacher Grade Book

- Student Demographics
- Student Attendance
- Grade Reporting
- Student Permanent Record Transcripts
- Individual Student Discipline Reports
- Student Health Records
- Special Education
- Scheduling
- PEIMS
- Parent Portal

Back Office Finance and Business Services

1. Back Office Regional Campus Support
 - a. Company will maintain a full time employee who will serve as the Information Coordinator for multiple schools in the region.
 - b. Teachers in the classroom at each campus will take attendance at _____AM/PM and submit classroom attendance report to the Principal designee.
 - c. The Principal designee will compile, review, verify, and submit attendance report to Principal by _____AM/PM.
 - d. The Principal will review, verify and submit attendance report to Company Information Coordinator by _____AM/PM.
2. Accounting
 - a. Maintain Accounting ledgers as required by Independent Auditors in compliance with TEA regulations.
 - b. Submit financial records to independent auditor in format requested
 - c. Provide Internal Audit to assist district staff in verifying data integrity for audit submission.
 - d. Reconcile bank Statements.
 - e. Process submitted requisitions and purchase orders.
 - f. Track encumbrance of funds.
 - g. Prepare vouchers for printing or electronic payment.
 - h. Post receipts.
 - i. Prepare 1099's for distribution
 - j. Obtain W9's
3. Budget Management
 - a. Assist Superintendent in budget preparation in compliance with FASRG
 - b. Post receipts and track revenues
 - c. Report budget violations to Superintendent and Board
 - d. Budget Tracking and cash flow reporting
4. Reporting

- a. Submit state reports including but not limited to TRAQS, TWC
- b. Submit federal reports including but not limited to W2's, 941's and 1099's
- c. Maintenance of Effort Schedules
- 5. Payroll Administration
 - a. Complete two payrolls monthly from data submitted and approved by district
 - b. Assist district in maintenance of Payroll/HR files in compliance with state and federal requirements
 - c. Electronic submission of approved payrolls
 - d. Prepare printed checks for district approval and distribution
 - e. Distribute electronic check stubs and information to employees
 - f. Report TRAQS, 941's, Workers Compensation, Unemployment
- 6. Human Resources – Benefits and Compliance
- 7. Internal Audit
 - a. Internal audit of finance and payroll information
 - b. Internal audit of Student Information System data
 - c. Internal audit of PEIMS data
- 8. Federal Programs Administration
 - a. Prepare and submit allocated state and federal grants after consultation with district on utilization of funds.
 - b. Expenditure reports and recommendation of grant draws to Superintendent
 - c. Budget tracking
- 9. External Audit Preparation and Interface

Student Information Services and Support

- 1. Student Information System Data Entry including demographic data, student enrollment, attendance, special education, Title I, CTE, At Risk, Economic Disadvantaged, FSP, LEP, PRS, GT and Grades.
- 2. Provide six weeks reports noting possible data anomalies, enrollment trends, attendance reports, special population's reports, and funding reports.
- 3. PEIMS – Verify Data Integrity
- 4. PEIMS – Staff Training and Support
- 5. PEIMS – Submissions and Internal Audit
- 6. Submit Reports – PET, FSP, STS, Trex, Compensatory Education Reports, NCLB
- 7. *Audit Attendance Accounting for Principals Certification*
- 8. Audit for Student Information Compliance with TEA and Charter Specific Requirements
- 9. Audit Grading, Scheduling and Student Records Information

10. Staff Development for Implementation of Approved Policies

Student Attendance Accounting

The student attendance accounting software must enable the proposed charter school to comply with the requirements discussed in the Student Attendance Accounting Handbook. For further information, refer to <http://www.tea.state.tx.us/school.finance/handbook/index.html>.

w) Identify the student attendance accounting software (*i.e.*, the complete name of the software application and the software version) that the proposed charter school will use, and discuss the software's ability to produce the required reports and track student-related data required in PEIMS.

The charter school will utilize the HelpCharters/JR3 WebSmart to satisfy all TEA compliance expectations for Student Attendance Accounting as referred to in "letter v."

Facility Management

x) Provide the physical address of the facility to be used by the proposed charter school and describe the facility.

The physical addresses of the charter school campuses will be located at 8510 Military Parkway Dallas, Texas; 704 Windbell Circle, Mesquite, Texas; and the third location is to be located in the Dallas ISD, Irving ISD, or Garland ISD region.

Both facilities the charter school will occupy were built in 1980's and have ample room for classrooms and various activities. Both facilities are well over 80 square feet, gym, kitchen, assembly hall, cafeteria, and more. One facility is located on a major thoroughfare in Dallas just east of Fair Park, while the Mesquite location is on the corner of I-635 and Gross Road and can be clearly seen from the highway. The locations provide easy access and high visibility.

y) Describe how the facility is currently used or how it was used in the past.

Both facilities are currently used as a church. The facilities are attractive buildings that are inviting and provide safe places for a charter school.

APPROVED DURING CONTINGENCY PROCESS

Business Plan

Question 2: Section 11 (w) instructed the charter applicant to discuss the financial accounting and student attendance accounting software and how these software packages will comply with the state requirements. If approved for a charter, please discuss the selected software's capabilities to comply with the requirements.

Answer:

Websmart by JR3 is the application name. Currently Websmart is in use by over 50 charters and 125 campuses in the state of Texas. The application is a fully featured and integrated application which covers all aspects of SIS and Financial data management and reporting.

Websmart uses the full 28 digit account code mandated by FASRAG. The assets, liabilities, expenses and revenues, are tracked by Fund and Fiscal year to assure balanced entries and to allow the charter to manage multi-year grants successfully within the same fiscal year ledger.

All general ledger entries are recorded and tracked at the detail level, but there are multiple reporting levels that would allow the user to see reports on the Fund, Fund & Function, or Fund and Major Object. Roll-up provisions are provided that would allow the user to easily manage locally defined funds, but will report at the state level. Balance sheet entries, including liabilities are also tracked at the detail account level, but have many reporting options for the user to be able to use in the day to day management of their data. In addition reports over outstanding liabilities by vendor are also available.

A fully integrated budget module is included that will allow the user to track not only the initial budget adopted by the board of trustees, but also track all other amendments required by the charter to manage their budget throughout the fiscal year.

Financial PEIMS reporting is also a fully integrated feature of Websmart. Websmart uses the "As of Date" in order to control the budget and staff data loaded for Fall PEIMS reporting. All state requirements are considered in the fall financial submission and the file is generated over live data, the submission does not require a second set of tables to report over. The mid-year reporting is equally easy to report. Once any final audit adjustments are entered into the system, the mid-year submission will create at the state required levels. Again, this data is created over live data and not a separate set of tables. Any PEIMS issues found at the time of reporting are easily corrected and the PEIMS file re-loaded.

Websmart is fully compliant with TRAQS and PEIMS Reporting. Not third party software will be required for reporting. However data is easily exported to Excel from Websmart for the clients use.

z) Explain why the site will be a suitable facility for the proposed charter school.

The facilities have sufficient square feet and are divided into many rooms that would serve as classrooms. The properties consist of 10 plus spacious bathrooms, large hallways to facilitate traffic flow, reception rooms and 50 plus separate spaces to accommodate classrooms. There are plenty of open spaces for activities and separate bathroom accommodations for boys and girls. The location provides easy access to parents from the community. The various facilities/sports venues would be shared as scheduled by all the students of the proposed Charter School.

aa) Discuss plans to ensure that school facilities are accessible to disabled persons.

The facility currently accommodates the disabled by providing handicap parking and other accommodations.

bb) Discuss the necessity of renovating and/or repairing the facility to ensure compliance with applicable building and/or occupancy codes and to make the facility ready for school operations. Identify the dollar amounts of any renovations and repairs.

The renovations to accommodate a school will be minimal and the necessary changes will be implemented by the landlord. The space is already divided up to accommodate classrooms and all rooms are wired for cable and internet services. Furthermore, the buildings has ample amount of bathrooms, break rooms, and open spaces for a myriad of activities.

cc) Submit as Attachment Q the certificate of occupancy or equivalent certificate showing that the facility is appropriate for school use. If a certificate of occupancy is not yet available, so state and provide an assurance stating the understanding that a certificate of occupancy is required before serving students.

A Certificate of Occupancy E will be obtained prior to serving students. The governing board will ensure that all space requirements will be met for the school.

APPROVED DURING CONTINGENCY PROCESS

Business Plan, continued...

Question 3: Section 11 (bb) instructed the charter applicant to discuss the necessity of renovating and/or repairing the facility to ensure compliance with applicable building and or occupancy codes to make the facility ready for school operations. If approved for a charter, please identify the dollar amounts and any renovations and repairs needed to comply with the requirements.

No repairs necessary at this time.

dd) Discuss any progress, partnership developments or future steps towards the acquisition of a facility and/or land.

A Letter of Intent (LOI) has been signed to lease the property at 8510 Military Parkway Dallas, Texas and 704 Windbell Circle, Mesquite, Texas. A third lease will be signed pending approval and agreement with landlord.

ee) Submit, as Attachment R, a copy of the negotiated lease agreement(s), deed(s) to property, earnest money contract, or purchase agreement(s), as applicable. *If none of these documents are available on the date that the application is submitted, include a letter of agreement or understanding outlining the terms negotiated to date or a statement that no lease, deed to property, or purchase agreement has been negotiated. Any agreements or statements submitted must be signed by all parties involved in the transaction.* If a location has not been identified, a statement noting this should be included.

See Attachment R for the "Letter of-Intent" to lease the proposed location.

ff) Identify the individuals who negotiated the lease or purchase of the facility on behalf of the lessor or seller and the sponsoring entity. Note any relationships or business affiliations between the individuals identified above.

The governing board authorized Bryon Ricks to commission The NASH GROUP (a local commercial real estate agent) to locate a space to house the charter school. THE NASH GROUP obtained the "Letter of Intent" for the proposed leased space.

Jack Harvard of THE NASH GROUP obtained the "Letter of Intent" free of charge for the charter school.

gg) Identify all other organizations or individuals that will be using the facility in addition to the proposed charter school.

The properties located at 8510 Military Parkway Dallas, Texas and 704 Windbell Circle, Mesquite, Texas will serve as dual use locations for both the church and the charter school. The third campus is yet to be determined.

Transportation and Food Service

hh) Describe provisions for transportation for students served by the charter school. *Pursuant to federal law, the school must provide transportation to students eligible for special education and related services as required by their Individualized Education Program (IEP).*

The charter school will not provide transportation services with the exception of students eligible for special education services and related services as required by their Individualized Education Plan (IEP). Transportation for these students will be arranged by contracting with an appropriate provider.

ii) Describe provisions for food service, if any, for students served by the charter school, including plans for free or reduced lunch and breakfast programs. *If 10% of the students qualify for free or reduced breakfast, the school is required by Texas Education Code §33.901 to provide a breakfast program for those students. For additional information, refer to <http://www.sguaremeals.org>.*

The charter school plans to offer food service in the future. At a future date, food service for students will be provided by the school and will be in compliance with all regulations of the National School Lunch Program and the School Breakfast Program as administered by the Child Nutrition Program of the Texas Education Agency. If 10% of the students qualify for free or reduced breakfast, the school will provide a breakfast program for those students as mandated by TEC Section 33.901. A food service contractor has not yet been identified.

Attachment A

Published Notice of Public Hearing

NOTICE OF INTENT TO APPLY FOR OPEN-ENROLLMENT CHARTER SCHOOL

The Pathway Charities is applying to the State Board of Education for approval to operate an open-enrollment charter school ("charter school") to be located in Dallas and Mesquite, Texas. Charter schools are public schools established by non-profit organizations, institutions of higher education, or governmental entities. These schools are publicly funded and are free from many state regulations that apply to other public schools. The following descriptive information about the proposed school is being provided for the benefit of the community in which the school would be located if approved:

Name of the sponsoring entity proposing the charter school

Pathway Charities

Chief Executive Officer of the proposed school

Danny Wegman

Proposed Location of the school

Campus #1:

8510 Military Parkway
Dallas, Texas 75227

Campus #2:

704 Windbell Cir Mesquite, TX 75149

Campus #3:

TBD location in the Dallas, Irving,
Lancaster or Garland ISD

Brief Description of the school

College Career Readiness

Grade levels to be served

K-12

Planned opening date

Fall of 2012

A public forum will be held at Pathway of Life at 8510 Military Parkway

Dallas, Texas on January 17, 2010 to receive public comments. Parents and community members are invited to attend. The public forum will begin at 7pm to 8pm.

For additional information, please contact Legacy Preparatory at 214-491-7471.

The State Board of Education invites comments about any aspect of the proposed school or its sponsoring entity. Comments must be communicated in the form of assigned letter directed to the State Board of Education. Only letters specifically addressing a proposed school will be considered by the board. Letters may be sent to the following address:
Texas Education Agency, Division of Charter Schools,
1701 N. Congress Austin, Texas 78701

Paper distributed January 12, 2011

Attachment B

Synopsis of Public Hearing

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

Attachment B

Synopsis of the Public Hearing

Public Hearing Synopsis

Monday, January 17, 2010 – 7:00 PM

Legacy Preparatory

Proposed Location/s: *Campus #1:* 8510 Military Parkway Dallas, Texas 75227 *Campus #2:* 704 Windbell Cir Mesquite, TX 75149 *Campus #3:* TBD location in the Dallas, Irving, Lancaster or Garland ISD

Meeting Held at: 8510 Military Parkway, Dallas

Notice of the meeting was published in the Dallas Post Tribune on Wednesday, January 12, 2011.

CEO of Pathway Charities and Chairman of the Legacy Preparatory Taskforce, Danny Wegman, opened the meeting and welcomed the public to the Hearing.

- The attendees were welcomed and introduced to the board.
 - The term “charter school” was explained
 - What a charter school is
 - How charter schools are funded
 - How is the curriculum chosen
 - Vision for the charter school was explained
 - Legacy Preparatory School where students would be a college-career-readiness model with a dual language curriculum for K-12 and Chinese would be offered starting in the 5th grade
 - Parent Involvement was explained
 - Parents are partners with the school, in the classrooms, observing, helping, sharing
 - Support was addressed
 - We have well over 300 signatures of support,
 - And Letters of support from local businesses and other civic organizations
 - Key Dates and Achievements were explained
 - Long term goal is for grades K-12
 - Legacy Preparatory pending approval would start 2011 potentially with K-12, 22:1 ratio
- Attending the public meeting:
- Questions from the attendees:
1. How many grade levels will the school have?
A: Legacy Preparatory is a K-12 Grade school. We plan to start off with a K-4 and 7 grade
 2. Will the classes expand as the school grows?
A: Yes

- *P. 212: Explain the discrepancy between the 1:22 teacher to student ratio stated at the public hearing and the teacher to student ratios on P. 127.*

The educator who spoke at the interview has been in education since the state law requiring 1:22 teacher to student ratio began. She misspoke due to having had to abide by that ratio for so many years. The proper ratio for this charter is 1:25.

APPROVED DURING CONTINGENCY PROCESS

3. How will the curriculum be chosen?

A: Region 10 outlines will be used. We will have rigorous academics administered by creative teachers who will offer lots of opportunities for enrichment as well as parental involvement.

4. What are the dates for enrollment?

A: Guidelines will be made and announced before enrollment.

5. Do you have to reapply each year?

A: Yes and No. If your child already attends you will have a chance to enroll for the next year before enrollment is opened to the public. If you are on a waiting list just make sure the school knows you want to remain on the list for the next year.

6. What is the selection process for the teachers?

A: The principal is the primary recruiter. The Academic Superintendent and other administrators may be involved in the selection process. These people will distinguish/discern if the candidate is compatible with Legacy Prep's vision. The superintendent will make the final call.

8. Has a principal been named?

A: No.

9. Will there be uniforms?

A: Yes.

10. What is your vision for future expansion?

A: Our future vision is to build an athletic turf football field.

11. Will you have athletics?

A: Yes. The board and administration will work together as to the timing and implementation of the specific sport into the school.

13. Will you provide transportation/ buses?

A: Not at this time.

14. How much emphasis will be put on the ACT/ SAT tests?

A: We want to prepare students for life not just for college. Academics will be strong however we want to graduate ethical people.

15. Will food be provided during the day?

A: If at least 10 percent of the students enrolled in charter school are eligible for free or reduced price breakfasts under the national school breakfast program provided for by the Child Nutrition Act of 1966 (42 U.S.C. Section 1773), the school shall participate in the program and make the benefits of the program available to all eligible students in the schools or school.

16. What about children with food allergies?

A: Food allergies will be addressed on an individual basis and the student will be provided with a safe protected environment to eat in.

The meeting ended at 8:07 PM with the board thanking attendees for coming and welcoming them to stay and visit if they had additional or more detailed questions.

Family Educational Rights and Privacy Act Protected Material

2 pages have been withheld

PLEASE NOTE: Public hearing sign-in sheets have been removed from the responsive material. These sign-in sheets contain material that is protected by the Family Educational Rights and Privacy Act (FERPA). Information redacted could include items such as the student's name, names of family members, addresses, personal identifiers such as social security numbers, and personal characteristics or other information that make the student's identity easily traceable. If you have any questions or concerns regarding the redaction of this material, please contact the Open Records Office at PIR@tea.state.tx.us.

Attachment C

Signed Certified Mail Receipts Cards

COPYRIGHT MATERIAL

73 pages have been withheld

PLEASE NOTE: The responsive information contains copyrighted information that can only be made available to you for viewing in person. Because the information indicates that it is protected by copyright, you may review this information in person during normal business hours at TEA. If you are interested in reviewing the copyrighted information, please send an email to accred@tea.state.tx.us to schedule an appointment.

Attachment D

Notarized Biographical Affidavits

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**Sixteenth Generation Open-Enrollment Charter Applicant Biographical Affidavit
(MUST BE TYPED and NOTARIZED)**

Check all that apply:

- ☒ Member of the governing body of the sponsor: **REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.**
- ☐ Member of the governing body of the charter school
- ☐ School officer: _____ (State position as defined in TEC, §12.1012.)

Full Name of Sponsoring Entity Pathway Charities

Full Name of Proposed Charter School _____

In connection with the above-named organization and charter school application, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any questions fully.)

IF ANSWER IS "NO" OR "NONE", SO STATE.

1. Full Name (Initials Not Acceptable) Martin D. Wegman

2. Have you ever had your name changed or used another name? ☐ Yes ☒ No

If yes, give reason for the change: _____

Maiden name (if female): _____

Other names used at any time: Danny

3. Current home address: 414 Mustang Drive Sunnyvale, TX 75182

If you are a member of the governing body of the sponsoring entity and the sponsoring entity is an out-of-state organization, do you reside within 50 miles of the geographic boundary of the proposed charter school?

☒ Yes ☐ No ☐ N/A (because I am not a member of the governing body of the sponsoring entity or the sponsoring entity is based in Texas).

4. Current home telephone number: 972-226-7334

5. Education: Dates, Names, Locations and Degrees

College: School of Bible Theology Seminary & University - Doctor of Divinity August 2004

Graduate Studies: Calvary Theological Seminary - BA in Theology June 1995

Others: Duncanville High School graduated 1972 - Church of The Rock International Certificate of Ordination January 2004

6. List membership(s) in professional societies and associations:

None

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7. List complete employment record, including self-employment (up to and including present jobs, positions, directorates or officerships) for the past 10 years including dates, employers, addresses and positions held:

Pathway of Life Church
8510 Military Parkway
Dallas, TX 75227
Employment date 6/1/1977 - Sr. President & President of the Church Corporation

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

8. List all businesses or organizations (owner or in which you have a majority interest):

None

9. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters including dates, charter schools/charter holders, addresses and positions held:

None

10. List all previous experience with any charter school management company including dates, management company, address and position held:

None

11. List any professional, occupational, or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. State date license was issued, issuer of license, date terminated, reasons for termination:

None

12. During the last 10 years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked?

☐ Yes ☒ No

If yes, give details:

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

13. Will you be employed by or contract with the _____, the charter school, or the management company of the school?

☐ Yes ☒ No If so, please state the compensation you expect to receive.

Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.

14. Is any relative within the third degree of consanguinity (i.e., your parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) or within the third degree of affinity (i.e., your spouse or your spouse's parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity or of the governing body of the charter school?

☐ Yes ☒ No

If so, give details:

15. Will any relative(s) within the third degree of consanguinity or affinity (See definitions in Question 14 above.) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the charter school?

☐ Yes ☒ No

If so, give details:

16. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure?

☐ Yes ☒ No

If so, give details:

17. Have you ever been adjudged bankrupt? ☐ Yes ☒ No If so, please provide the following information.

Number of times adjudged bankrupt:

Date of each bankruptcy judgment:

Description of the circumstances surrounding each bankruptcy:

**REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.**

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship?

☐ Yes ☒ No

If so, give details:

Dated and signed this 17th day of January, 2011.

I hereby certify under penalty of perjury that I am acting on my own behalf and that the foregoing statements are true and correct to the best of my knowledge and belief.

(Signature of Affiant)

VERIFICATION

State of

Texas

County of

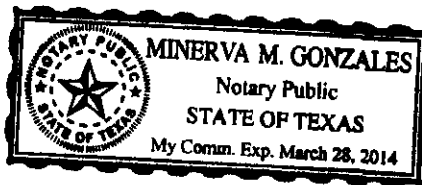
Dallas

On this day, Martin D. Wegman (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 17th day of January, 2011.

(Notary Public)

(SEAL)



My commission expires 3-28-2014

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**Sixteenth Generation Open-Enrollment Charter Applicant Biographical Affidavit
(MUST BE TYPED and NOTARIZED)**

Check all that apply:

☒ Member of the governing body of the sponsoring entity

☐ Member of the governing body of the charter school

☐ School officer

**REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.**

(Position as defined in TEC, §12.1012.)

Full Name of Sponsoring Entity Pathway Charities

Full Name of Proposed Charter School Legacy Preparatory

In connection with the above-named organization and charter school application, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any questions fully.)

IF ANSWER IS "NO" OR "NONE", SO STATE.

1. Full Name (Initials Not Acceptable) Harry Lee Sewell

2. Have you ever had your name changed or used another name? ☐ Yes ☒ No

If yes, give reason for the change: _____

Maiden name (if female): _____

Other names used at any time: _____

3. Current home address: 4309 Baywatch Rowlett, Texas 75088

If you are a member of the governing body of the sponsoring entity and the sponsoring entity is an out-of-state organization, do you reside within 50 miles of the geographic boundary of the proposed charter school?

☐ Yes ☐ No ☒ N/A (because I am not a member of the governing body of the sponsoring entity or the sponsoring entity is based in Texas).

4. Current home telephone number: 972-412-0462

5. Education: Dates, Names, Locations and Degrees

College: East Texas State University 1967-1968

Graduate Studies: _____

Others: _____

6. List membership(s) in professional societies and associations:

NONE

7. List complete employment record, including self-employment (up to and including present jobs, positions, directorates or officerships) for the past 10 years including dates, employers, addresses and positions held:

Family Cathedral of Praise Church
790 Windbell Circle
Mesquite, Texas 75149

Senior Pastor

**REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.**

8. List all businesses or organizations in which you have a financial interest:

NONE

9. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters including dates, charter schools/charter holders, addresses and positions held:

NONE

10. List all previous experience with any charter school management company including dates, management company, address and position held:

NONE

11. List any professional, occupational, or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. State date license was issued, issuer of license, date terminated, reasons for termination:

The Fellowship
January 1995 - Present
Ministerial License

12. During the last 10 years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked?

☐ Yes ☒ No

If yes, give details:

13. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school?

☐ Yes ☒ No If so, please state:

Also explain any

**REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.**

governing body of the sponsoring entity.

14. Is any relative within the third degree of consanguinity (i.e., your parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) or within the third degree of affinity (i.e., your spouse or your spouse's parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity or of the governing body of the charter school?

☐ Yes ☒ No

If so, give details:

15. Will any relative(s) within the third degree of consanguinity or affinity (See definitions in Question 14 above.) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the charter school?

☐ Yes ☒ No

If so, give details:

16. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure?

☐ Yes ☒ No

If so, give details:

17. Have you ever been adjudged bankrupt? ☐ Yes ☒ No If so, please provide the following information.

Number of times adjudged bankrupt:

Date of each bankruptcy judgment:

Description of the circumstances surrounding each bankruptcy:

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship?

☐ Yes ☒ No

If so, give details:

Dated and signed this 7th day of FEBRUARY, 2011.

I hereby certify under penalty of perjury that I am acting on my own behalf and that the foregoing statements are true and correct to the best of my knowledge and belief.

Harry Lee Sewell
(Signature of Affiant)

VERIFICATION

State of Texas

County of Dallas

On this day, Harry Lee Sewell (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 7th day of February, 2011.

Lori Diane Jones
(Notary Public)

(SEAL)

My commission expires July 21, 2014



**Sixteenth Generation Open-Enrollment Charter Applicant Biographical Affidavit
(MUST BE TYPED and NOTARIZED)**

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Check all that apply:

☒ Member of the governing body of the sponsor

REVISED DURING CONTINGENCY PROCESS.

☐ Member of the governing body of the charter: **SEE INSERT.**

☐ School officer: _____ (State position as defined in TEC, §12.1012.)

Full Name of Sponsoring Entity Pathway Charities

Full Name of Proposed Charter School _____

In connection with the above-named organization and charter school application, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any questions fully.)

IF ANSWER IS "NO" OR "NONE", SO STATE.

1. Full Name (Initials Not Acceptable) Norma Marie Wegman

2. Have you ever had your name changed or used another name? ☐ Yes ☒ No

If yes, give reason for the change: _____

Maiden name (if female): Walker

Other names used at any time: _____

3. Current home address: 414 Mustang Drive Sunnyvale, TX 75182

If you are a member of the governing body of the sponsoring entity and the sponsoring entity is an out-of-state organization, do you reside within 50 miles of the geographic boundary of the proposed charter school?

☒ Yes ☐ No ☐ N/A (because I am not a member of the governing body of the sponsoring entity or the sponsoring entity is based in Texas).

4. Current home telephone number: 972-226-7334

5. Education: Dates, Names, Locations and Degrees

College: Oak Cliff Bible School graduated 1972

Graduate Studies: _____

Others: graduated high school 1970 from Duncanville High

6. List membership(s) in professional societies and associations:

7. List complete employment record, including self-employment (up to and including present jobs, positions, directorates or officerships) for the past 10 years including dates, employers, addresses and positions held:

Pathway of Life Church
8510 Military Parkway
Dallas, TX 75227
Employment date 6/1/1977 Part Time Secretary

**REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.**

8. List all businesses or organizations of which you are a partner or in which you have a majority interest:

None

9. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters including dates, charter schools/charter holders, addresses and positions held:

None

10. List all previous experience with any charter school management company including dates, management company, address and position held:

None

11. List any professional, occupational, or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. State date license was issued, issuer of license, date terminated, reasons for termination:

None

12. During the last 10 years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked? 301

☐ Yes ☒ No

If yes, give details:

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

13. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school?

☐ Yes ☒ No If so, please state the compensation you expect to receive.

Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.

14. Is any relative within the third degree of consanguinity (i.e., your parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) or within the third degree of affinity (i.e., your spouse or your spouse's parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity or of the governing body of the charter school?

☐ Yes ☒ No

If so, give details:

15. Will any relative(s) within the third degree of consanguinity or affinity (See definitions in Question 14 above.) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the charter school?

☐ Yes ☒ No

If so, give details:

16. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure?

☐ Yes ☒ No

If so, give details:

17. Have you ever been adjudged bankrupt? ☐ Yes ☒ No If so, please provide the following information. 302

Number of times adjudged bankrupt:

Date of each bankruptcy judgment:

Description of the circum

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship?

☐ Yes ☒ No

If so, give details:

Dated and signed this 13 day of January, 2011.

I hereby certify under penalty of perjury that I am acting on my own behalf and that the foregoing statements are true and correct to the best of my knowledge and belief.

Norman Wegman
(Signature of Affiant)

VERIFICATION

State of Texas

County of Dallas

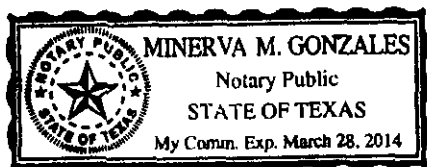
On this day, January 13, 2011 (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 13 day of January, 2011.

Minerva M. Gonzales
(Notary Public)

(SEAL)

My commission expires 3-28-2014



#4

**Sixteenth Generation Open-Enrollment Charter Applicant Biographical Affidavit
(MUST BE TYPED and NOTARIZED)**

Check all that apply:

- ☒ Member of the governing body of the sponsoring entity
- ☒ Member of the governing body of the charter school
- ☐ School officer: _____ (State position as defined in TEC, §12.1012.)

APPROVED DURING CONTINGENCY PROCESS

Full Name of Sponsoring Entity Legacy 21, Inc.

Full Name of Proposed Charter School Legacy Preparatory School

In connection with the above-named organization and charter school application, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any questions fully.)

IF ANSWER IS "NO" OR "NONE", SO STATE.

1. Full Name (Initials Not Acceptable) Byron Vinson Ricks

2. Have you ever had your name changed or used another name? ☒ Yes ☐ No

If yes, give reason for the change: _____

Maiden name (if female): _____

Other names used at any time: _____

3. Current home address: 6412 Indian Trail Plano, Texas 75024

If you are a member of the governing body of the sponsoring entity and the sponsoring entity is an out-of-state organization, do you reside within 50 miles of the geographic boundary of the proposed charter school?

☐ Yes ☐ No ☒ N/A (because I am not a member of the governing body of the sponsoring entity or the sponsoring entity is based in Texas).

4. Current home telephone number: 214-469-1056

5. Education: Dates, Names, Locations and Degrees

College: National University San Diego, California BBA Marketing & Real Estate 1992

Graduate Studies: Master of Arts in Human Behavior 1994

Others: _____

6. List membership(s) in professional societies and associations:

American Society for Training and Development
Meeting Professionals International
Dallas Breakfast Club

7. List complete employment record, including self-employment (up to and including present jobs, positions, directorates or officerships) for the past 10 years including dates, employers, addresses and positions held:

See attached Vitae

APPROVED DURING CONTINGENCY PROCESS

8. List all businesses or organizations of which you are a partner or in which you have a majority interest:

The Seminars Group
BYFLO Holdings, Inc.
Comfort Keepers #893

9. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters including dates, charter schools/charter holders, addresses and positions held:

None

10. List all previous experience with any charter school management company including dates, management company, address and position held:

None

11. List any professional, occupational, or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. State date license was issued, issuer of license, date terminated, reasons for termination:

None

12. During the last 10 years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked?

☐ Yes ☒ No

If yes, give details:

APPROVED DURING CONTINGENCY PROCESS

13. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school?

☐ Yes ☒ No If so, please state the compensation you expect to receive.

Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.

14. Is any relative within the third degree of consanguinity (i.e., your parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) or within the third degree of affinity (i.e., your spouse or your spouse's parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity or of the governing body of the charter school?

☐ Yes ☒ No

If so, give details:

15. Will any relative(s) within the third degree of consanguinity or affinity (See definitions in Question 14 above.) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the charter school?

☐ Yes ☒ No

If so, give details:

16. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure?

☐ Yes ☒ No

If so, give details:

17. Have you ever been adjudged bankrupt? ☐ Yes ☒ No If so, please provide the following information.

Number of times adjudged bankrupt:

Date of each bankruptcy judgment:

Description of the circumstances surrounding each bankruptcy:

APPROVED DURING CONTINGENCY PROCESS

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship?

☐ Yes ☒ No

If so, give details:

Dated and signed this 10/3 day of October, 2011.

I hereby certify under penalty of perjury that I am acting on my own behalf and that the foregoing statements are true and correct to the best of my knowledge and belief.

(Signature of Affiant)

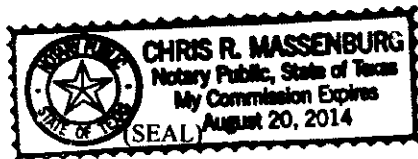
VERIFICATION

State of Texas

County of Collin

On this day, 3rd, October, 2011 ^{CRM} Byron Ricks (name of affiant) appeared before me the undersigned notary public and depose that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 3rd day of October, 2011



(Notary Public)

My commission expires August 20, 2014

BYRON RICKS

6412 Indian Trail • Plano, Texas 75024 • Phone: 214-469-1056 • Byron@byronricks.com

Professional Profile

Multi-certified corporate trainer and published author with more than ten years of consulting, training and leadership experience. Skilled in conflict management, performance evaluation, facilitating diverse learning, and building productive relationships with clients and staff; an energetic self-starter with excellent team development, emotional intelligence and negotiation skills. Ability to evaluate management programs; troubleshoot to isolate the cause(s) of human performance gaps or organizational needs. Expert in forecasting workforce requirements, establishing/redesigning organizations, and influencing/leading the work of individuals and groups in change initiatives. Proven ability to lead seamless implementations and deliver next-generation assessment solutions that assist in improving revenues, margins and workplace productivity.

Corporate Training Experience

BYRON RICKS SEMINARS GROUP, PLANO, TX

04/1/1998 to Present

Managing Partner/Trainer

- Understand adult learning theory and how to prepare instructional materials for adult audiences
- Examine organizational cultures in which training occurs
- Create and evaluate strategic employee development plans
- Develop management/leadership skills and evaluate training and development activities

Companies We Have Worked With:

- Abbott Medical optics
- ADP
- Amway
- Boehringer Ingelheim
- Defense Logistics Agency
- ESPN
- Fannie Mae
- FDIC
- Internal Revenue Service
- JC Penney
- Pepsi Bottling Company
- Pitney Bowes
- RTI International
- Samsung
- Shulte, Roth & Zabel
- Simon Property Group
- Smith & Nephew
- State of Indiana Dept. Of Administration
- Texas Lottery Commission
- U.S. Border and Customs Protection
- Zig Ziglar Corporation

APPROVED DURING CONTINGENCY PROCESS

INDIANAPOLIS CHAMBER OF COMMERCE – INDIANAPOLIS, IN

08/1/1994 to 03/15/1998

Manager of Public Affairs

Responsible for representing the ICC in community issues of importance relative to small business development. Develop and implement appropriate programs and manage projects that address those issues. Establish and maintain Positive Public Relations with businesses, community organizations and state and local government. Collaborated with Eli Lilly Foundation and IUPUI to house the diversity awareness program for city leaders and served as secretary/treasurer for the SBD Board. Solicited funding and corporate support for MED Week activities, researched and selected key business and community leaders for keynote addresses and planned the venue.

Boards and Committees:

- Mayor's Committee for the Disabled
- Career Options' Business Advisory Council
- Youth Works Board of Directors
- United Way Youth Leadership Board
- Women & Work Board of Directors
- First of America Bank Small Business Development

*APPROVED DURING CONTINGENCY PROCESS***NATIONAL UNIVERSITY – IRVINE, CA**05/01/1988 to
06/15/1994**Director of Administrative Services**

Responsible for the day-to-day operations for HR, MIS, Continuing Education, Conference Facilities, Business Office/Student Accounts, Mail-Copy-Courier service, Library Services, Facilities Management, six satellite campuses and six direct reports with budget responsibilities. I was the University liaison in community affairs, charitable endeavors and public relations for the Orange County Region.

Key Activities:

- Successfully increased Conference Operations from a \$77,000 deficit to earning of more than \$94,000 in six months
- Staff training and development
- Performance management
- Change management
- Recruitment and Retention
- Co-Chaired the student scholarship committee
- Chaired recruitment and training team
- Chaired the grade appeals committee
- Redesigned the grade appeals process that was later adopted by the University
- Develop the use of alternative learning methods in practice such as coaching, e-learning, and shadowing to support the workforce development benchmark

Education

National University – San Diego, CA (1992) – (1994)

- Bachelor of Business Administration with emphases in Real Estate and Marketing
- Master of Arts in Human Behavior

Continuing Education

- Proactive Employee Selection & Retention, NU 1994
- Performance Management, NU 1994
- Certified Trainer, Ball State University - 1996
- Professional Speaker, Rockhurst University – 1997
- Train the Trainer, AMA 2000
- Accelerated Learning, ASTD 2003
- Certified Facilitator, DDI 2005
- Meyers Briggs Certified, CPP 2010

Affiliate Organizations

- American Management Associations
- American Society For Training and Development
- Toastmasters International
- Development Dimensions International

APPROVED DURING CONTINGENCY PROCESS

APPROVED DURING CONTINGENCY PROCESS

Sixteenth Generation Open-Enrollment Charter Applicant Biographical Affidavit
(MUST BE TYPED and NOTARIZED)

Check all that apply:

☒ Member of the governing body of the sponsoring entity

☒ Member of the governing body of the charter school

☐ School officer: _____ (State position as defined in TEC, §12.1012.)

Full Name of Sponsoring Entity Legacy 21

Full Name of Proposed Charter School Legacy Preparatory Academy

In connection with the above-named organization and charter school application, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any questions fully.)

IF ANSWER IS "NO" OR "NONE", SO STATE.

1. Full Name (Initials Not Acceptable) Ricardo Miller

2. Have you ever had your name changed or used another name? ☐ Yes ☒ No

If yes, give reason for the change: _____

Maiden name (if female): _____

Other names used at any time: _____

3. Current home address: 4500 Stepping Stone Dr. Ft. Worth, TX 76123

If you are a member of the governing body of the sponsoring entity and the sponsoring entity is an out-of-state organization, do you reside within 50 miles of the geographic boundary of the proposed charter school?

☐ Yes ☐ No ☒ N/A (because I am not a member of the governing body of the sponsoring entity or the sponsoring entity is based in Texas).

4. Current home telephone number: 817-423-5565

5. Education: Dates, Names, Locations and Degrees

College: Christian Life College, Nassau, Bahamas

Graduate Studies: Pastoral Studies

Others: _____

6. List membership(s) in professional societies and associations:

Toastmasters International
The Full Gospel Fellowship of Churches and Ministers, Int'l
The American Children's Ministers Association
Stone Meadow Home Owners Association - Board President

7. List complete employment record, including self-employment (up to and including present jobs, positions, directorates or officerships) for the past 10 years including dates, employers, addresses and positions held:

Self-Employed - Words at Work Children's Ministries - President/Founder 1996 - 2002 - 408 Elizabeth Estates, Nassau, Bahamas

Self-Employed - Ricardo Miller Children's Ministries - President/Founder 2002 - 2007, 801 W. Bardin Rd. Arlington, TX 76016

Student Ministry Pastor - Pathway of Life Church - Associate Pastor - 2007 - Present, 8510 Military Pkwy, Dallas, TX 75227

8. List all businesses or organizations of which you are a partner or in which you have a majority interest:

Ricardo Miller Children's Ministries

9. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters including dates, charter schools/charter holders, addresses and positions held:

N/A

10. List all previous experience with any charter school management company including dates, management company, address and position held:

N/A

11. List any professional, occupational, or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. State date license was issued, issuer of license, date terminated, reasons for termination:

Early Childhood Counseling - Certification - Ministry of Education of the Bahamas Government

Child Evangelist - Certification - Child Evangelism Fellowship Int'l

Minister - License - The Full Gospel Fellowship of Churches and Ministers Int'l

12. During the last 10 years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked?

☐ Yes ☒ No

If yes, give details:

13. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school?

☐ Yes ☒ No If so, please state the compensation you expect to receive.

Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.

14. Is any relative within the third degree of consanguinity (i.e., your parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) or within the third degree of affinity (i.e., your spouse or your spouse's parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity or of the governing body of the charter school?

☐ Yes ☒ No

If so, give details:

15. Will any relative(s) within the third degree of consanguinity or affinity (See definitions in Question 14 above.) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the charter school?

☐ Yes ☒ No

If so, give details:

16. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure?

☐ Yes ☒ No

If so, give details:

17. Have you ever been adjudged bankrupt? ☐ Yes ☒ No If so, please provide the following information.

Number of times adjudged bankrupt: _____

Date of each bankruptcy judgment: _____

Description of the circumstances surrounding each bankruptcy: _____

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship?

☐ Yes ☒ No

If so, give details: _____

Dated and signed this 04TH day of October, 2011.
I hereby certify under penalty of perjury that I am acting on my own behalf and that the foregoing statements are true and correct to the best of my knowledge and belief.



(Signature of Affiant)

VERIFICATION

State of Texas

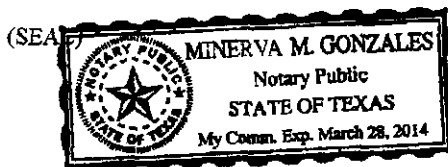
County of Dallas

On this day, RICARDO MILLER (name of affiant) appeared before me the undersigned notary public and depose that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 04TH day of October, 2011.

Minerva M. Gonzales
(Notary Public)

My commission expires 3/28/2014



**Sixteenth Generation Open-Enrollment Charter Applicant Biographical Affidavit
(MUST BE TYPED and NOTARIZED)**

Check all that apply:

☒ Member of the governing body of the sponsoring entity

APPROVED DURING CONTINGENCY PROCESS

☒ Member of the governing body of the charter school

☐ School officer: _____ (State position as defined in TEC, §12.1012.)

Full Name of Sponsoring Entity Legacy21, Inc.

Full Name of Proposed Charter School Legacy Preparatory Academy

In connection with the above-named organization and charter school application, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any questions fully.)

IF ANSWER IS "NO" OR "NONE", SO STATE.

1. Full Name (Initials Not Acceptable) Jason Alexander

2. Have you ever had your name changed or used another name? ☐ Yes ☒ No

If yes, give reason for the change: _____

Maiden name (if female): _____

Other names used at any time: _____

3. Current home address: 521 Chelsea dr Midlothian TX 76065

If you are a member of the governing body of the sponsoring entity and the sponsoring entity is an out-of-state organization, do you reside within 50 miles of the geographic boundary of the proposed charter school?

☐ Yes ☐ No ☐ N/A (because I am not a member of the governing body of the sponsoring entity or the sponsoring entity is based in Texas).

4. Current home telephone number: 432-230-1932

5. Education: Dates, Names, Locations and Degrees

College: Southwestern A/G University

Graduate Studies: _____

Others: _____

6. List membership(s) in professional societies and associations:

--

7. List complete employment record, including self-employment (up to and including present jobs, positions, directorates or officerships) for the past 10 years including dates, employers, addresses and positions held:

Weirs Furniture 1993-2003 Dallas Texas

The Well Church 2003-2005 Santa Yaz Valley Staff Pastor

Harvest Time Church 2005-2009 Midland Texas Youth Pastor

Grace Hill 2009-2010 Dallas Texas Staff Pastor

Weirs Furniture 2011- In sales

APPROVED DURING CONTINGENCY PROCESS

8. List all businesses or organizations of which you are a partner or in which you have a majority interest:

9. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters including dates, charter schools/charter holders, addresses and positions held:

10. List all previous experience with any charter school management company including dates, management company, address and position held:

11. List any professional, occupational, or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. State date license was issued, issuer of license, date terminated, reasons for termination:

12. During the last 10 years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked?

☐ Yes ☒ No

If yes, give details:

APPROVED DURING CONTINGENCY PROCESS

13. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school?

☐ Yes ☒ No If so, please state the compensation you expect to receive.

Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.

14. Is any relative within the third degree of consanguinity (i.e., your parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) or within the third degree of affinity (i.e., your spouse or your spouse's parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity or of the governing body of the charter school?

☐ Yes ☒ No

If so, give details:

15. Will any relative(s) within the third degree of consanguinity or affinity (See definitions in Question 14 above.) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the charter school?

☐ Yes ☒ No

If so, give details:

16. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure?

☐ Yes ☒ No

If so, give details:

17. Have you ever been adjudged bankrupt? ☐ Yes ☒ No If so, please provide the following information.

Number of times adjudged bankrupt: _____

Date of each bankruptcy judgment: _____

Description of the circumstances surrounding each bankruptcy: _____

APPROVED DURING CONTINGENCY PROCESS

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship?

☐ Yes ☒ No

If so, give details: _____

Dated and signed this 25 day of Oct, 2011.

I hereby certify under penalty of perjury that I am acting on my own behalf and that the foregoing statements are true and correct to the best of my knowledge and belief.

Jason Alexander
(Signature of Affiant)

VERIFICATION

State of

TEXAS

County of

DALLAS

On this day, JASON ALEXANDER (name of affiant) appeared before me the undersigned notary public and depose that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this

25th

day of

Oct

2011.

(Notary Public)

(SEAL)

My commission expires

4/26/2014

Attachment E

501(c) (3) Determination

**U.S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
WASHINGTON 25, D.C.**

EXHIBIT 2

304

**Full Gospel Fellowship of Churches and
Ministers International, Incorporated
Milwaukee, 1 Wisconsin**

IN REPLY REFER TO
Form M-341
T:R EOS EPB

DATE OF ORIGINAL GROUP RULING	February 7, 1964
PURPOSE	Religious
FORM 280-A REQUIRED	☐ Yes ☒ No

Gentlemen:

Based upon names appearing on the list of organizations and associations organized and operated exclusively for the purpose of raising taxes levied under other subtitle of the Code.
Director.

AGENCY PROCESS.

~~Your new subordinate units are not required to file Federal income tax returns so long as they retain a tax exempt status, unless they are subject to the unrelated business tax imposed by section 511 of the Code and are required to file Form 990-T in order to report unrelated business taxable income. This is also applicable to you and your pre-existing subordinate units. Your new subordinate units are or are not required to file the annual information return, Form 990A, as indicated above. Such returns, if required, must be filed with the appropriate District Director after the close of the annual accounting period of each subordinate unit, unless you include the subordinate units in a group return filed by you.~~

~~Contributions made to your listed subordinate units are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devices, transfers or gifts to or from the use of the listed subordinate units are deductible for Federal estate and gift tax purposes as provided in section 2055, 2106 and 2522 of the Code.~~

~~You and your exempt subordinate units are not liable for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless waiver of exemption certificates are, or have been, filed as provided in such Act. Inquiries about the waiver of exemption certificate should be addressed to your District Director. You and your exempt subordinate units are not liable for the tax imposed under the Federal Unemployment Tax Act.~~

We have noted our records of any change in the names, addresses, character, purposes or method of operation of pre-existing subordinate units of those which ceased to exist of which you currently notified us.

Next year, please send _____
your annual accounting period.

1. Lists showing the names and mailing addresses of the names and addresses. The names should be arranged in alphabetical order. In lieu of the lists referred to above you may furnish us with a copy of your published directory. Please send us one copy of the list or directory for this office and one copy for each district in which your subordinate units are located.

3. A statement if, at the close of the year, there were no changes in your roster.

5. Duplicate copies of amendments to charters or bylaws of your organization or those of any of your subordinate units.

The District Directors concerned by the changes made in your roster are being notified.

R. J. Hakim

FORM M-441 (REV. 5-67)

APPROVED DURING CONTINGENCY PROCESS

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

DEPARTMENT OF THE TREASURY

Date: **MAY 27 2011**

LEGACY21 INC
8510 MILITARY PARKWAY
DALLAS, TX 75227

Employer Identification Number:
27-4013601
DIN:
401074104
Contact Person:
WILLIAM SCHRODER ID# 31694
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
August 31
Public Charity Status:
170(b)(1)(A)(ii)
Form 990 Required:
Yes
Effective Date of Exemption:
November 17, 2010
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

LEGACY21 INC

You are not subject to the specific publishing requirements of Revenue Procedure 75-50, 1975-2 C.B., page 587, as long as you are operating under a contract with the local government. If your method of operation changes to the extent that your charter is not approved, terminated, cancelled or not renewed, you should notify us. You will also be required to comply with Rev. Proc. 75-50.

Letter 947 (DO/CG)

Internal Revenue Service

Department of the Treasury

Date: April 12, 2003
REVISED DURING CONTINGENCY PROCESS.

SEE INSERT.

Full Gospel, Fellowship of
Churches and Ministers International, Inc.
1000 N Belt Line Rd Ste 201
Irving, TX 75061

Contact:
Pat Mahan 31-04019
Customer Service Representative
Toll Free Telephone Number:
8:00 A.M. to 6:30 P.M. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
73-6109354

Dear Sir or Madam:

This is in response to your request of March 13, 2003, regarding a copy of your organization's group exemption letter.

In February 1964 we issued a determination letter that recognized your organization as exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on the information submitted, we recognized the subordinates named on the list your organization supplied as exempt from federal income tax under section 501(c)(3) of the Code. Also, we classified those subordinates as organizations that are not private foundations because they are organizations of the type described in sections 509(a)(1) and 170(b)(1)(A)(i) of the Code.

Donors may deduct contributions to your organization's subordinates as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to the subordinates or for their use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Your organization and its subordinates are not required to file federal income tax returns unless subject to the tax on unrelated business income under section 511 of the Code. If subject to this tax, the organization must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization or its subordinates' present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Unless specifically excepted, your organization and its subordinates are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid each employee during a calendar year. This does not apply, however, if your organization makes or has made a timely election under section 3121(w) of the Code to be exempt from such tax. Your organization and its subordinates are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Each year, at least 90 days before the end of your organization's annual accounting period, please compile and forward the following information:

307
REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

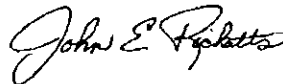
Full Gospel Fellowship of Churches and Ministers International, Inc.
73-6109354

If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection.

Your organization's Group Exemption Number is .

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



John E. Ricketts, Director, TE/GE
Customer Account Services

THE FELLOWSHIP

PROCEEDING SECRETARY (SEEKING FELLOWSHIP FOR THOSE OF THE FAITH AND CAUSE)

September 16, 2010

Ogden Service Center
Mail Stop 6271
1000 South 1200 West
Ogden, UT 84404-4749

Enclosed are two copies of our current 2010 Directory and two CD's of our 2010 Directory which were produced earlier this year.

This Directory lists all of our Churches, Organizations and Ministers by region. There are some however that are not included in the Directory who were late getting their membership into the office, but I have included them in the present listing on the CD labeled "2010 IRS CH & ORG".

All Churches and Organizations that are covered under our 501 © (3) Group Ruling 1620 are included in the package.

If you have any questions, or need further information, please feel free to contact me.

Full Gospel Fellowship of Churches and Ministers International. EIN: 73-6109354

Sincerely,

Bryan W. Crowson

Bryan W. Crowson
Business Administrator



PROVIDING SPIRITUAL CHRISTIAN FELLOWSHIP FOR THOSE OF LIKE FAITH AND CALLING

November 3, 2010

To Whom It May Concern:

This is to certify that "Pathway Charities, Inc." 8510 Military Parkway, Dallas, TX 75227 EIN 41-2235445, is an active, current member of the Full Gospel Fellowship of Churches and Ministers International.

As a member of the Full Gospel Fellowship of Churches and Ministers International, Pathway Charities, Inc. of Dallas, Texas is recognized by the Internal Revenue Service as a Non Profit Organization and is covered under our Group Ruling Number 1620, and is exempt from Federal Income tax under section 501(c) (3) of the Internal Revenue Service.

Each year, as required by law, we mail to the IRS a copy of our current Directory along with a list of all Churches and Organizations that are a part of the Full Gospel Fellowship of Churches and Ministers International. Pathway Charities of Dallas, Texas joined The Fellowship March 29, 2007. They were listed in our 2009 Directory on page 104. The Directory and list were mailed to the IRS in September of 2009. They are also listed in the 2010 Directory on page 107. The 2010 Directory and list were mailed on September 16th of this year. Enclosed is a copy of a current letter from the Internal Revenue Service that states that we are recognized by the IRS and that our subordinates are covered under our Group Ruling Number 1620, under our 501 (c) (3). The EIN of The Fellowship is 73-6109354.

If we can be of further assistance, please let us know.

Sincerely,

Bryan W. Crowson

Bryan W. Crowson
Business Administrator

The Fellowship – 2010 List of Churches

North Dallas Fellowship	2550 Kelly Blvd.	Carrollton	TX	75006
Oasis Church	16333 S. Great Oaks	Round Rock	TX	78664
Odessa Tabernacle	2406 Oakwood	Odessa	TX	79761
Outreach Ministry	403 Askew	Coolidge	TX	76635
Pathway Charities, Inc.	8510 Military Parkway	Dallas	TX	75227
Pentecostal Harvest Ministries	8825 Wagon Tr	Crossroads	TX	76227
Precious Faith Temple	3204 Roberts Cutoff	Ft. Worth	TX	76114
Preparing the way ministries	1187 N. Country Lane	Rockwall	TX	75087
Preston Community Church	134 Churchhill Lane	Pottsboro	TX	75076
Promise Land Family Church	135 Olympic Dr.	Aledo	TX	76008
Promise Land Metro, Inc.	2299 Lonesome Dove Rd.	Southlake	TX	76092
Red Church	2540 Meacham Blvd	Ft. Worth	TX	76106
Refuge Church of Tyler, Inc.	1306 W. Duncan St.	Tyler	TX	75702
ReGeneration Church	2731 Southwest Parkway	Wichita Falls	TX	76308
Rio Vista Full Gospel Church	Hwy. 174 North	Rio Vista	TX	76093
River of Grace Fellowship	5048 Roundtree Ct.	Haltom City	TX	76137
River of Life Church of Burleson	420 Oxford St.	Burleson	TX	76028
Salt Outreach Center, Inc.	407 N. Cedar Ridge #330	Duncanville	TX	75116
Shekinah Today World Ministries Church, Inc.	4229 Hunt Dr. #4208	Carrollton	TX	75010
Sonfire Church	1601 Clearbrook	Allen	TX	75002
Sons Of God New Testament Holiness Church	8924 Neptune Dr.	El Paso	TX	79904
Sword of the Spirit Church	3001 W. Irving Blvd.	Irving	TX	75061
Tabernacle of Faith	1201 Victoria St.	Brownwood	TX	76801
Tabernacle Of Joy	2716 Tranquil Way	Dallas	TX	75237
Templo Evangelico Getsemani	201 Brown Dr. Suite 190	Irving	TX	75061
Templo Evangelico Getsemani de Austin	900 E. Braker Ln. Ste. 150	Austin	TX	78753
Templo Los Triunfadores De La Fe, Inc.	1110 S. Montclair	Dallas	TX	75208
The Apostolic Church Ministries	1937 E. Centerville Rd.	Garland	TX	75040
The Ark of God Ministries	326 S. Kirby St.	Garland	TX	75040
The Ark School of Supernatural Ministries, Inc.	4144 Brookport Dr.	Dallas	TX	75229
The Battle of a Woman's Heart Ministry	2583 Wood Valley Dr.	Dallas	TX	75211



Page 1 of 1
LTR 11690 E
FEB. 01, 2010
73-6109354

006022-666023-0001-001 1 SP 0.440 370



FULL GOSPEL FELLOWSHIP OF CHURCHES AND
MINISTERS INTL THE FELLOWSHIP
% BRYAN CROWSON
1000 NORTH BELT LINE ROAD
IRVING, TX 75061-4069

Taxpayer Identification Number: 73-6109354
 GEN Number: 1620
 Name of Organization: FULL GOSPEL FELLOWSHIP OF CHURCHES AND
 ND MINISTERS INTL THE FELLOWSHIP
 Tax Period Ending: DEC. 31, 2009
 Form: SGRI

Dear Taxpayer:

Thank you for sending the annual supplemental information about your subordinate organizations as required by Revenue Procedure 80-27 to keep the tax exempt status for your group

We have made the requested changes to your exemption roster. No further information is needed.

If you have any questions, please write to us at the address shown at the top of the this letter. Or, you may call us at (801) 620-6019. If this number is outside your local calling area, there will be a long-distance charge to you.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone Number () Hours

We apologize for any inconvenience we have caused you, and thank you for your cooperation.

Sincerely yours,

Kim Solman

Kim Tolsma
Manager, Code & Edit/Entity 3

Enclosures

312

**FULL GOSPEL FELLOWSHIP OF
CHURCHES & MINISTERS INTERNATIONAL
1000 N. BELT LINE RD. SUITE 201
IRVING, TEXAS 75061-4000
PH: 214-492-1254 FAX: 214-492-1736**

Organization

Date: March 29, 2007

Name: PATHWAY CHARITIES.

Street: 8510 Military Parkway

City, State, Zip Dallas, TX 75227

Under Group Exemption Number 1620 issued to the Full Gospel Fellowship of Churches & Ministers International by the Internal Revenue Service, we are authorized to examine your creative documents and review your proposed operations and make a determination as to whether or not your Organization qualifies as a non-profit organization under specific sections of the Internal Revenue Code. Consequently, this letter is in lieu of the Determination Letter normally issued by the Internal Revenue Service.

In February 1964 The Internal Revenue Service issued a determination letter that recognized The Full Gospel Fellowship of Churches and Ministers International, and its subordinates, as exempt from federal income tax under section 501 (c)(3) of the Internal Revenue Code. That letter is still in effect. In June 2003 The Internal Revenue Service issued a letter stating that they recognize the subordinates named on the list The Fellowship supplies to the IRS as being exempt from federal income tax under section 501 (c)(3) of the Code. Also, that The Fellowship and its subordinates are not required to file federal income tax returns unless subject to the tax on unrelated business income.

Based on the information you have supplied, and assuming your operations will be as stated in your application as Pathway Charities as one that is a subordinate member of this fellowship. We have determined and recognize your Organization as one that is exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code.

Additionally, we have classified your Organization as one that is publicly supported as described in Section 509 (a)(i) and 170 (b)(1)(A)(i) of the Internal Revenue Code.

As a subordinate member of The Full Gospel Fellowship of Churches & Ministers International under, Group Exemption Number 1620 issued to us by the Internal Revenue Service, your Organization is entitled to all of the rights and privileges normally extended to those Organizations who have made application directly to the Internal Revenue Service.

These include:

a) Recognized exemption from Federal Income Tax.

b) Donors may deduct contributions to your Organization as provided in Section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts for your use are deductible for Federal income, Federal Estate and Gift Tax purposes if they meet the applicable provisions of the Internal Revenue Code.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts with no considerations received. Ticket purchases and similar payments in conjunction with fund raising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Rev. Ruling 67-246 which sets forth guidelines regarding the deductibility as charitable contributions for payments made by taxpayers for admission to or other participation in fund raising activities for charity. Because laws are constantly changing, we suggest that every church and ministry obtain current copies of IRS Publication 526, Charitable Contributions; and IRS Publication 561, determining the Value of Donated Property. These are free and can be obtained at your local IRS office or may be ordered by telephone by calling 1-800-829-3676.

c) Eligibility for a bulk third class non-profit mailing permit, authorizing you to do bulk mailing at a greatly reduced rate.

You are liable for taxes under Federal Insurance Contribution Act (Social Security Taxes) on remuneration of \$100.00 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

d) In most states you may purchase items for ministry use free of state sales taxes. In as much as state laws vary; it is necessary to check this out with local taxing authorities.

Attachment F

Articles of Incorporation



Office of the Secretary of State

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

CERTIFICATE OF
OF

Pathway Charities, Inc.,
File Number: 800773998

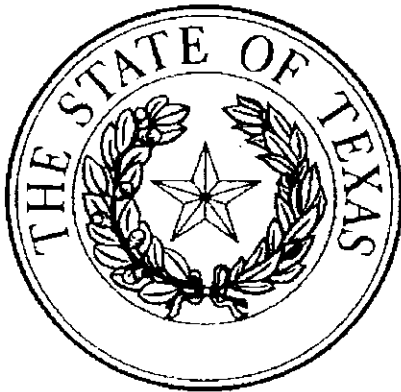
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

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

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

Dated: 02/12/2007

Effective: 02/12/2007



A handwritten signature in black ink, reading "Roger Williams".

Roger Williams
Secretary of State

315

Form 202
(Revised 1/06)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: \$25



This space reserved for office use.

Certificate of Formation
Nonprofit Corporation

FILED
In the Office of the
Secretary of State of Texas
FEB 12 2007

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

Section

Article 1 - Entity Name and Type

The filing entity being formed is a nonprofit corporation. The name of the entity is:

Pathway Charities, Inc.

Article 2 - Registered Agent and Registered Office
(Select and complete either A or B and complete C)

☐ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR
☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Norma M. Wegman Mrs
First Name M.I. Last Name Suffix

C. The business address of the registered agent and the registered office address is:

414 Mustang Drive Sunnyvale TX 75182
Street Address City State Zip Code

Article 3 - Management

☐ The management of the affairs of the corporation is to be vested in the nonprofit corporation's members.

OR
☒ The management of the affairs of the corporation is vested in the board of directors. The number of directors constituting the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting of members or until their successors are elected and qualified are as follows:

A minimum of three directors required.

Director 1				
Martin	D.	Wegman	Mr.	
First Name	M.I.	Last Name	Suffix	
414 Mustang Drive	Sunnyvale	Tx	75182	USA
Street or Mailing Address	City	State	Zip Code	Country

Director 2				
Harry REVISED DURING CONTINGENCY PROCESS. SEE INSERT.				
<i>First Name</i>				
4305 Baywatch Drive	Rowlett	Tx	75088	USA
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

Director 3				
Norma M. Wegman Mrs				
<i>First Name</i> <i>M.I.</i> <i>Last Name</i> <i>Suffix</i>				
414 Mustang Drive	Sunnyvale	Tx	75182	USA
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

Article 4 – Members

- ☐ The nonprofit corporation shall have members.
- ☒ The nonprofit corporation will have no members.

Article 5 – Purpose

This nonprofit corporation is formed for any lawful purpose or purposes not expressly prohibited under chapters 2 or 22 of the Texas Business Organizations Code, including any purpose described by section 2.002 of the Code.

Article 6 – Manner of Distribution
(See instructions.)

- ☒ The corporation is authorized on its winding up to distribute the nonprofit corporation's assets in a manner other than as provided by section 22.304 of the Code. The manner of distribution is as follows or as set forth in the attached addendum which is incorporated herein by reference:

Property held by the corporation on a condition requiring return, transfer, or conveyance because of the winding up or termination shall be returned, transferred, or conveyed in accordance with that requirement.

The remaining property shall be distributed only for tax-exempt purposes to one or more organizations that are exempt under Section 501(c)(3), or described by Section 170(c)(1) or (2) of the Internal Revenue Code as provided in a plan of distribution adopted by the corporation under the BOC unless the certificate of formation provides otherwise.

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

Organizer

The name and address of the organizer:

Martin D. Wegman

Name

414 Mustang Drive

Street or Mailing Address

Sunnyvale

City

Tx

State

75182

Zip Code

Effectiveness of Filing (Select either A, B, or C.)

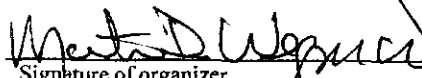
- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 2/9/07


Signature of organizer

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Office of the Secretary of State

#3
Hope Andrade
Secretary of State
APPROVED DURING CONTINGENCY PROCESS

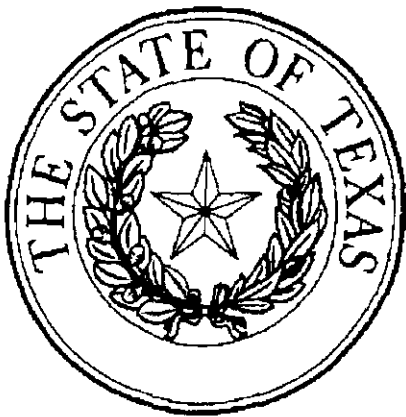
The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

Legacy21, Inc.
Filing Number: 801345578

Certificate of Formation

November 17, 2010

*In testimony whereof, I have hereunto signed my name
officially and caused to be impressed hereon the Seal of
State at my office in Austin, Texas on January 04, 2011.*



A handwritten signature in cursive script, reading "Hope Andrade".

Hope Andrade
Secretary of State

APPROVED DURING CONTINGENCY PROCESS

CERTIFICATE OF FORMATION

OF

LEGACY21, INC.

FILED
In the Office of the
Secretary of State of Texas

NOV 17 2010

Corporations Section

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

ARTICLE I

The name of the corporation is Legacy21, Inc. The filing entity being formed is a non-profit corporation. The period of its duration is perpetual.

ARTICLE II

The business address of the registered office of the corporation is 8510 Military Parkway, Dallas, Texas 75227 and the name of its registered agent at such address is Byron Ricks.

ARTICLE III

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

1. Byron Ricks, 8510 Military Parkway, Dallas, Texas 75227
2. Jason Alexander, 8510 Military Parkway, Dallas, Texas 75227
3. Ricardo Miller, 8510 Military Parkway, Dallas, Texas 75227

ARTICLE IV

The corporation shall have no members.

ARTICLE V

The corporation is organized exclusively for charitable and educational purposes, including for such purposes as the making of distributions to organizations that qualify as tax exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provision of any future federal tax code. In particular, the corporation is organized to educate, train and prepare individuals to function well in society and to provide educational opportunities and experiences. The corporation shall

APPROVED DURING CONTINGENCY PROCESS

also seek to own and operate an Open-Enrollment Charter School (the "School") as provided under the Texas Education Code for the benefit of students in Texas, providing such students with educational opportunities and programs as it deems appropriate in furtherance of the purposes set forth in this Certificate of Formation.

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

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

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

ARTICLE VI

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

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

ARTICLE VII

The name and street address of the organizer is Byron Ricks, 8510 Military Parkway, Dallas, Texas 75227.

ARTICLE VIII

This Certificate shall be effective on the date filed with the Secretary of State of Texas.

ARTICLE IX

The initial Bylaws of the corporation shall be adopted by its Board of Directors, and the power to alter, amend or repeal the Bylaws or adopt new Bylaws shall be vested in its Board of Directors.

ARTICLE X

To the fullest extent permitted by applicable law, a director of this corporation shall not be liable to the corporation or its members for monetary damages for an act or omission in the director's capacity as a director, except that this Article does not eliminate or limit the liability of a director to the extent the director is found to be liable for:

- (a) a breach of a director's duty of loyalty to the corporation;
- (b) an act or omission not in good faith that constitutes a breach of duty of the director to the corporation or an act or omission that involves intentional misconduct or a knowing violation of the law;
- (c) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or
- (d) an act or omission for which the liability of a director is expressly provided by applicable law.

ARTICLE XI

The corporation shall indemnify any person who (i) is or was a director, officer, employee, or agent of the corporation, or (ii) while a director, officer, employee, or agent of the corporation, is or was serving at the request of the corporation as a director, officer, trustee, employee, agent, or similar functionary of another foreign or domestic non-profit corporation, trust, employee benefit plan, or other enterprise, to the fullest extent that a corporation may or is required to grant indemnification to a director under the Texas Business Organizations Code as now written or as hereafter amended, but only to the

APPROVED DURING CONTINGENCY PROCESS

extent permitted for (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provision of any future federal tax code, and (b) a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, or the corresponding provision of any future federal tax code.

ARTICLE XII

Except as otherwise provided in the Bylaws of the corporation, this Certificate of Formation may be altered, amended, or repealed only as provided in the Texas Business Organizations Code, as presently written or hereafter amended.

Dated: November 16, 2010.

LEGACY21, INC.

By: /s/ Byron Ricks
Byron Ricks, Organizer

Attachment G

Corporate Bylaws

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

ARTICLE I - OFFICES

1. REGISTERED OFFICE AND AGENT

The registered office and registered agent of the Corporation shall be as set forth in the Corporation's Certificate of Formation. The registered office or the registered agent may be changed by resolution of the Board of Directors, upon making the appropriate filing with the Secretary of State.

2. PRINCIPAL OFFICE

The principal office of the Corporation shall be at 414 Mustang Drive, Sunnyvale, Texas 75182, provided that the Board of Directors shall have the power to change the location of the principal office.

3. OTHER OFFICES

The Corporation may also have other offices at such places, within or without the State of Texas, as the Board of Directors may designate, or as the business of the Corporation may require or as may be desirable.

ARTICLE II - DIRECTORS

1. BOARD OF DIRECTORS

To the extent not limited or prohibited by law, the Certificate of Formation or these Bylaws, the powers of the Corporation shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of the Board of Directors of the Corporation. Directors need not be residents of the State of Texas or members of the Corporation unless the Certificate of Formation or these Bylaws so require.

2. NUMBER AND ELECTION OF DIRECTORS

The number of directors shall be three (3) provided that the number may be increased or decreased from time to time by an amendment to these Bylaws or resolution adopted by the Board of Directors, provided that the number of directors may not be decreased to fewer than three (3). No decrease in the number of Directors shall have the effect of shortening the term of any incumbent director.

At the first annual meeting of the Board of Directors and at each annual meeting thereafter, the directors shall elect directors. A director shall hold office until the next annual election of directors and until said director's successor shall have been elected, appointed, or designated and qualified.

3. REMOVAL

A director may be removed from office, with or without cause, by the affirmative vote equal to the vote necessary to elect or designate, or appoint the director. If the direct

**REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.**

4. RESIGNATION

A director may resign by providing written notice of such resignation to the Corporation. The resignation shall be effective upon the date of receipt of the notice of resignation or the date specified in such notice. Acceptance of the resignation shall not be required to make the resignation effective.

5. VACANCIES AND INCREASE IN NUMBER OF DIRECTORS

Any vacancy occurring in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of the previous director. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of the Board of Directors called for that purpose.

6. ANNUAL MEETING OF DIRECTORS

The annual meeting of the Board of Directors shall be held on the first (1st) day during the month of March, at which they shall elect officers and transact such other business as shall come before the meeting. The time and place of the annual meeting of the Board of Directors may be changed by resolution of the Board of Directors.

Failure to hold the annual meeting at the designated time shall not work a dissolution of the Corporation. In the event the Board of Directors fails to call the annual meeting at the designated time, any Director may make demand that such meeting be held within a reasonable time, such demand to be made in writing by registered mail directed to any officer of the Corporation. If the annual meeting of the Board of Directors is not called within sixty (60) days following such demand, any Director may compel the holding of such annual meeting by legal action directed against the Board of Directors, and all of the extraordinary writs of common law and of courts of equity shall be available to such Director to compel the holding of such annual meeting.

7. REGULAR MEETING OF DIRECTORS

Regular meetings of the Board of Directors shall be held at the principal office or at such other place as may be from time to time.

Notice at such time and

8. SPECIAL MEETING

**REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.**

The Secretary shall call a special meeting of the Board of Directors whenever requested to do so by the President or by two (2) or more directors. Such special meeting shall be held at the date and time specified in the notice of meeting.

9. PLACE OF DIRECTORS' MEETINGS

All meetings of the Board of Directors shall be held either at the principal office of the Corporation or at such other place, either within or without the State of Texas, as shall be specified in the notice of meeting or executed waiver of notice.

10. NOTICE OF DIRECTORS' MEETINGS

Notice of any special meeting of the Board of Directors shall be given at least two (2) days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at that Director's address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, the postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

11. QUORUM AND VOTING OF DIRECTORS

A quorum for the transaction of business by the Board of Directors shall be a majority of the number of directors fixed by these Bylaws. Directors present by proxy may not be counted toward a quorum.

The act of the majority of the directors present in person or by proxy at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or the Certificate of Formation.

A director may vote in person or by proxy executed in writing by the director. No proxy shall be valid after three months from the date of its execution. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and unless otherwise made irrevocable by law.

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**12. COMPENSATION REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.**

Directors, as such, shall not receive any stated salary for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at any meeting of the Board or Directors. A director shall not be precluded from serving the Corporation in any other capacity and receiving compensation for such services. Member of committees may be allowed similar compensation and reimbursement of expenses for attending committee meetings.

13. ACTION BY DIRECTORS WITHOUT MEETING

Any action required by the Texas Business Organizations Code to be taken at a meeting of the Board of Directors, or any action which may be taken at a meeting of the Board of Directors or any committee, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all the Board of Directors entitled to vote with respect to the subject matter thereof, or all of the members of the committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote.

If the Corporation's Certificate of Formation so provide, any action required by the Texas Business Organizations Code to be taken at a meeting of the Board of Directors or any action that may be taken at a meeting of the Board of Directors of any committee may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of Board of Directors or committee members as would be necessary to take that action at a meeting at which all of the Board of Directors or members of the committee were present and voted.

Each written consent shall bear the date of signature of each Director or committee member who signs the consent. A written consent signed by less than all of the Board of Directors or committee members is not effective to take the action that is the subject of the consent unless, within sixty (60) days after the date of the earliest dated consent delivered to the Corporation in the manner required by this section, a consent or consents signed by the required number of Board of Directors or committee members is delivered to the Corporation at its registered office, registered agent, principal place of business, transfer agent, registrar, exchange agent, or an officer or agent of the Corporation having custody of the books in which proceedings of meetings of Board of Directors or committees are recorded. Delivery shall be by hand, certified, or registered mail, return receipt requested. Delivery to the Corporation's principal place of business shall be addressed to the President or principal executive officer of the Corporation.

Prompt notice of the taking of any action by Board of Directors or a committee without a meeting by less than unanimous written consent shall be given to all Board of Directors or committee members who did not consent in writing to the action.

If any action by Board of Directors or a committee is taken by written consent signed by less than all of the Board of Directors or committee members, any articles or documents filed with the Secretary of State as a result of the taking of the action shall state, in lieu of any statement required by this Act

concerning any vote of the **REVISED DURING CONTINGENCY PROCESS.**
given in accordance with **SEE INSERT.**
and that any written notice required by such section has been given.

consent has been
organizations Code

A telegram, telex, cablegram, or similar transmission by a Director or member of a committee or a photographic, photo static, facsimile, or similar reproduction of a writing signed by a Director or member of a committee shall be regarded as signed by the Director or member of a committee for purposes of this section.

14. COMMITTEES OF THE BOARD OF DIRECTORS

The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation, except that no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the Bylaws; electing, appointing or removing any member of any such committee or any Director or officer of the Corporation; amending or restating the Certificate of Formation; adopting a plan of merger or adopting a plan of consolidation with another Corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation or revoking proceedings therefore; adopting a plan for the distribution of the assets of the Corporation, or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repeated by such committee. The designation and appointment of any such committee and the delegation of authority to such committee shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed by law upon the Board of Directors or upon any individual Director.

Other committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be appointed in such manner as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Directors of the Corporation, and the President of the Corporation shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Corporation shall be served by such removal.

Each member of a committee shall continue as such until the next annual meeting of the Board of Directors and until a successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member cease to qualify as a member thereof.

One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

Vacancies in the committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE III - OFFICERS

1. NUMBER OF OFFICERS

The officers of a Corporation shall consist of a president and a secretary and may also consist of one or more vice-presidents, a treasurer, and such other officers and assistant officers as may be deemed necessary. New offices may be created and filled at any meeting of the Board of Directors. Any two or more offices may be held by the same person, except the offices of president and secretary. A committee duly designated may perform the functions of any officer and the functions of any two or more officers may be performed by a single committee, including the functions of both president and secretary.

2. ELECTION OF OFFICERS AND TERM OF OFFICE

All officers shall be elected or appointed annually by the Board of Directors at the regular annual meeting of the Board of Directors for such terms not exceeding three (3) year.

3. REMOVAL OF OFFICERS, VACANCIES

Any officer elected or appointed may be removed by the Board of Directors whenever in their judgment the best interests of the Corporation will be served thereby. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed. Election or appointment of an officer or agent shall not of itself create contract rights. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

4. POWERS OF OFFICERS

Each officer shall have, subject to these Bylaws, in addition to the duties and powers specifically set forth herein, such powers and duties as are commonly incident to that office and such duties and powers as the Board of Directors shall from time to time designate. All officers shall perform their

duties subject to **REVISED DURING CONTINGENCY PROCESS.**
may secure the fi **SEE INSERT.**

Directors. The President

All officers and agents of the Corporation, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the Corporation as may be provided in these Bylaws, or as may be determined by resolution of the Board of Directors not inconsistent with these Bylaws.

In the discharge of a duty imposed or power conferred on an officer of a Corporation, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person, that were prepared or presented by: (1) one or more other officers or employees of the Corporation, including members of the Board of Directors; or (2) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence.

- An officer is not relying in good faith within the meaning of this section if the officer has knowledge concerning the matter in question that makes reliance otherwise permitted by this subsection unwarranted.

5. PRESIDENT

The President shall be the chief executive officer of the Corporation and shall preside at all meetings of all directors. Such officer shall see that all orders and resolutions of the board are carried out, subject however, to the right of the directors to delegate specific powers, except such as may be by statute exclusively conferred on the President, to any other officers of the Corporation.

The President or any Vice-President shall execute bonds, mortgages and other instruments requiring a seal, in the name of the Corporation. When authorized by the board, the President or any Vice-President may affix the seal to any instrument requiring the same, and the seal when so affixed shall be attested by the signature of either the Secretary or an Assistant Secretary.

The President shall be ex-officio a member of all standing committees.

The President shall submit a report of the operations of the Corporation for the year to the directors at their meeting next preceding the annual meeting of the Board of Directors.

6. VICE-PRESIDENTS

The Vice-President, or Vice-Presidents in order of their rank as fixed by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and they shall perform such other duties, as the Board of Directors shall prescribe.

7.

**REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.**

SECRETARIES

The Secretary shall attend all meetings of the Board of Directors and shall record all votes and the minutes of all proceedings and shall perform like duties for the standing committees when required. The Secretary shall give or cause to be given notice of all meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors. The Secretary shall keep in safe custody the seal of the Corporation, and when authorized by the Board of Directors, affix the same to any instrument requiring it, and when so affixed, it shall be attested by the Secretary's signature or by the signature of an Assistant Secretary.

The Assistant Secretaries shall in order of their rank as fixed by the Board of Directors, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary, and they shall perform such other duties as the Board of Directors shall prescribe.

In the absence of the Secretary or an Assistant Secretary, the minutes of all meetings of the board shall be recorded by such person as shall be designated by the President or by the Board of Directors.

8. THE TREASURER AND ASSISTANT TREASURERS

The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements. The Treasurer shall keep and maintain the Corporation's books of account and shall render to the President and directors an account of all of the Treasurer's transactions and of the financial condition of the Corporation and exhibit the books, records and accounts to the President or directors at any time. The Treasurer shall disburse funds for capital expenditures as authorized by the Board of Directors and in accordance with the orders of the President, and present to the President's attention any requests for disbursing funds if in the judgment of the Treasurer any such request is not properly authorized. The Treasurer shall perform such other duties as may be directed by the Board of Directors or by the President.

If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office and for the restoration to the Corporation, in case of death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the incumbent's possession or under the incumbent's control belonging to the Corporation.

The Assistant Treasurers in the order of their seniority shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer, and they shall perform such other duties, as the Board of Directors shall prescribe.

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REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

ANCE

1. INDEMNIFICATION

The Corporation shall have the full power to indemnify and advance expenses pursuant to the provisions of the Texas Business Organizations Code to any person entitled to indemnification under the provisions of the Texas Business Organizations Code.

2. INSURANCE

The Corporation may purchase and maintain insurance or another arrangement on behalf of any person who is or was a member, director, officer, employee, or agent of the Corporation or who is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, employee benefit plan, other enterprise, or other entity, against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person, whether or not the Corporation would have the power to indemnify him or her against that liability. Without limiting the power of the Corporation to procure or maintain any kind of insurance or other arrangement, the Corporation may, for the benefit of persons indemnified by the Corporation, (1) create a trust fund; (2) establish any form of self-insurance; (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Corporation; or (4) establish a letter of credit, guaranty, or surety arrangement. The insurance or other arrangement may be procured, maintained, or established within the Corporation or with any insurer or other person deemed appropriate by the Board of Directors regardless of whether all or part of the stock or other securities of the insurer or other person are owned in whole or part by the Corporation. In the absence of fraud, the judgment of the Board of Directors as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in an arrangement shall be conclusive and the insurance or arrangement shall not be voidable and shall not subject the directors approving the insurance or arrangement to liability, on any ground, regardless of whether directors participating in the approval are beneficiaries of the insurance or arrangement.

ARTICLE V - MISCELLANEOUS

1. WAIVER OF NOTICE

Whenever any notice is required to be given to any member or director of the Corporation under the provisions of the Texas Business Organizations Code, the Certificate of Formation, or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

**2. MEETINGS BY TELEPHONE
REMOTE COMMUNICATIONS**

RONIC OR OTHER

Subject to the provisions of the Texas Business Organizations Code and these Bylaws for notice of a meeting of the Board of Directors, or members of any committee may participate in a meeting of such board, or committee by means of: (1) conference telephone or similar communications equipment by which all persons participating in the meeting can communicate with each other; or (2) another suitable electronic communications system, including videoconferencing technology or the Internet, only if: (a) each member entitled to participate in the meeting consents to the meeting being held by means of that system; and (b) the system provides access to the meeting in a manner or using a method by which each member participating in the meeting can communicate concurrently with each other participant. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3. SEAL

The Corporation may adopt a corporate seal in such form as the Board of Directors may determine. The Corporation shall not be required to use the corporate seal and the lack of the corporate seal shall not affect an otherwise valid contract or other instrument executed by the Corporation.

4. CONTRACTS

The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

5. CHECKS, DRAFTS, ETC.

All checks, drafts or other instruments for payment of money or notes of the Corporation shall be signed by such officer or officers or such other person or persons as shall be determined from time to time by resolution of the Board of Directors.

6. DEPOSITS

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

7. GIFTS

The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

8. BOOKS AND RECORDS

The Corporation shall keep correct and minutes of the proceedings at its office or principal office in this state. A Director of the Corporation shall be entitled to vote. A Director of the Corporation, upon stating the purpose of the demand, has the right to examine and copy, in person or by agent, accountant, or attorney, at any reasonable time, for any proper purpose, the books and records of the Corporation relevant to that purpose, at the expense of the member.

**REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.**

9. FINANCIAL RECORDS AND ANNUAL REPORTS

The Corporation shall maintain current true and accurate financial records with full and correct entries made with respect to all financial transactions of the Corporation, including all income and expenditures, in accordance with generally accepted accounting practices. All records, books, and annual reports (if required by law) of the financial activity of the Corporation shall be kept at the registered office or principal office of the Corporation in this state for at least three years after the closing of each fiscal year and shall be available to the public for inspection and copying there during normal business hours. The Corporation may charge for the reasonable expense of preparing a copy of a record or report.

10. FISCAL YEAR

The fiscal year of the Corporation shall be as determined by the Board of Directors.

ARTICLE VI - CONSTRUCTION

1. PRONOUNS AND HEADINGS

All personal pronouns used in these Bylaws shall include the other gender whether used in masculine or feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate. All headings herein are for convenience only and neither limit nor amplify the provisions of these Bylaws.

2. INVALID PROVISIONS

If any one or more of the provisions of these Bylaws, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any such provision shall not be affected thereby.

ARTICLE VII - AMENDMENT OF BYLAWS

The Board of Directors may amend or repeal the
Certificate of Formation or the

Bylaws, unless the
powers.

Adopted by the Board

**REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.**

Secretary

Date

APPROVED DURING CONTINGENCY PROCESS

BYLAWS
OF
LEGACY21, INC.

WHEREAS, the initial Board of Directors of Legacy21, Inc. (the "Corporation") caused to be filed with the Texas Secretary of State a Certificate of Formation for the organization of the Corporation NOW, THEREFORE:

BE IT RESOLVED by the Board of Directors of the Corporation, that these Bylaws will govern its affairs in pursuit of its declared purposes.

PREAMBLE
CORPORATE PURPOSE, OBJECTIVES AND DEDICATION OF ASSETS

The Corporation shall seek to own and operate an Open-Enrollment Charter School (the "School") as provided under the Texas Education Code for the benefit of students in Texas, providing educational opportunities, programs and such other functions as it deems appropriate in furtherance of the purposes as provided in the Certificate of Formation. This Corporation is formed for charitable and educational purposes, and it will be nonprofit and nonpartisan. No substantial part of the activities of the Corporation will consist of the publication or dissemination of materials or statements with the purpose of attempting to influence legislation, and the Corporation will not participate or intervene in any political campaign on behalf of or in opposition to any candidate of public office. The Corporation will not engage in any activities or exercise any powers that are not in furtherance of the charitable and educational purposes described in the Certificate of Formation.

The properties and assets of the Corporation are irrevocably dedicated to charitable and educational purposes. No part of the net earnings, properties or assets of this corporation, on dissolution or otherwise shall inure to the benefit of any private person, or any director or officer of this Corporation. On liquidation or dissolution, all properties, assets and obligations will be distributed or paid over to an organization dedicated to charitable and educational purposes that is tax-exempt pursuant to Internal Revenue Code Section 501(c)(3) as amended or as otherwise required by state and federal law.

The Corporation, in all its activities and programs, shall not discriminate on the basis of sex, national origin, ethnicity, religion, disability or any other prohibited manner.

ARTICLE ONE
NAME, OFFICE AND SEAL

1.01 NAME: The name of the Corporation is "Legacy21, Inc."

1.02 OFFICE: The principal office of the Corporation will be located at 8510 Military Parkway, Dallas, Texas 75227.

APPROVED DURING CONTINGENCY PROCESS

1.03 SEAL: The corporate seal of the Corporation will be inscribed with the Corporation name and year and place of its incorporation.

ARTICLE TWO
MEETINGS

2.01 REGULAR MEETINGS: Regular meetings of the Board of Directors will be held as needed to conduct business and in accordance with Article 2.04 herein. Meetings shall be held at a time and location selected by the Board and in accordance with state law. The primary purpose of the meetings will be to review the performance of the Corporation for the current fiscal year, to plan the program and activities of the Corporation for the next fiscal year, and to transact any other business as may properly come before the Board of Directors.

2.02 SPECIAL MEETINGS: Special meetings of the Board of Directors may be called for any purpose *not otherwise prescribed by statute, regulation, grant or loan condition or the Certificate of Formation*, by the Chairman, or by any two Directors, to transact any business described in the call for the special meetings. The notice for a special meeting must be provided in accordance with Article 2.04 herein.

2.03 ANNUAL MEETINGS: Annual meetings of the Board will be held in the month of August or as soon thereafter as practical, at a time and location selected by the Board. The primary purpose of the annual meeting will be to review the performance of the Corporation for the current fiscal year, to plan the operations and activities of the Corporation for the next fiscal year, to elect officers of the Corporation, and to transact any other business as may properly come before the Board of Directors.

2.04 MEETINGS: Upon the Corporation's designation as a holder of an Open-Enrollment Charter, meetings shall be conducted in accordance with provisions of the Texas Education Code, and the Board of Directors shall be subject to the requirements of the Texas Open Meetings Act, including the following provisions: At no time shall a quorum of the full board meet to deliberate any issue or business of the Corporation without posting notice of a meeting as set forth below. Directors shall normally attend all meetings in person.

(a) Closed Meetings: The Board may meet in a meeting closed to the public to deliberate on those matters specified in the Texas Open Meetings Act as proper for closed meetings, including but not limited to consultation with attorney, real estate, prospective gifts or donations, personnel matters, security personnel or devices, discipline of a student and complaint against an employee unless the student or employee respectively requests an open meeting.

(b) Emergency Meetings: In the event of an emergency as defined in the Texas Open Meetings Act, a meeting may be conducted by telephone conference call. If a meeting involves telephonic participation, the telephonic participation must be by conference call in which all persons participating can be heard by all other participants and the public.

APPROVED DURING CONTINGENCY PROCESS

(c) Video Conferencing: Meetings may also be conducted by videoconference call, provided a quorum of the full board is present at one location, audio and video is simultaneously available to the participants and the public, and other prerequisites and requirements of the Texas Open Meetings Act are met.

2.05 MEETINGS NOTICE: Upon the Corporation's designation as a holder of an Open-Enrollment Charter, the following shall apply: Notice of all meetings of the Board of Directors, except as otherwise provided by state law, regulation, the Certificate of Formation or these Bylaws, will be delivered by mail postmarked, electronic facsimile or e-mail transmission to each Director at least 72 hours before the time of the meeting.

(a) Posting of Notice: In addition, notice to the public of any meeting shall be posted at the administrative offices of the Corporation in a location convenient to the public at least 72 hours before the time of such meeting.

(b) Emergency Notice: Emergency meetings as allowed under the Texas Open Meetings Act may be posted up to two hours before such meeting.

(c) Internet Posting: Notice and the agenda of all meetings of the Board of Directors shall also be posted on the Corporation's internet website, if any, concurrently with the notice posted at the administrative offices, or as otherwise required and authorized by the Texas Open Meetings Act.

(d) Closed Meetings: The agenda shall clearly state whether the Board intends to convene in a closed meeting and shall identify separately each matter to be deliberated by the Board in the closed meeting and whether the Board may take action on any such matter upon returning to the open meeting. The Secretary shall note the times in the open meeting that the Board convenes to and adjourns from the closed meeting.

2.06 AGENDA: Upon the Corporation's designation as a holder of an Open-Enrollment Charter, the following shall apply: At regular meetings of the Board, the order of business shall be established in an Agenda approved by the Chairman and as presented in the notice of the meetings. However, the Chairman may modify the order of business. The agenda shall identify all matters to be presented to and considered by the Board. Matters not disclosed in the agenda and meeting notice available to the public shall not be deliberated or be considered by the Board, except as permitted by the Texas Open Meetings Act.

2.07 RESOLUTIONS: All motions and resolutions of the Board will be written or recorded in the minutes of the Board and certified copies will be placed in a journal of proceedings of the Board. Such records shall be maintained in accordance with state law and Article 2.10 herein.

2.08 QUORUM: At any meeting of the Board of Directors or at any designated committee of the Board, the appearance of a majority of the Directors or committee

APPROVED DURING CONTINGENCY PROCESS

members duly appointed, serving, and qualified to vote, will be necessary to constitute a quorum to transact any business of the respective body.

2.09 VOTING: All matters at any meeting of the Board of Directors or any of its designated committees, except as otherwise provided in these Bylaws, the Certificate of Formation, or law, will be decided by a vote of a majority of the Directors or committee members present at the meeting. If a quorum of the Board is present the affirmative vote of a majority of the Board of Directors present at a meeting will be the act of the body corporate, unless the vote of a greater number is required by statute, regulation, the Certificate of Formation, or these Bylaws. Voting on all questions may be by voice vote. A roll call vote on any motion or resolution may be requested by any Director.

2.10 RECORDS: The Corporation will maintain at its principal office all financial books and records of account, all minutes of the Board meetings and committee meetings, the list of Directors, and copies of all other material Corporate records, books, documents and contracts as required by law. All such records will be made available for inspection at any reasonable time during usual business hours for any lawful purpose to any officer, Director, or person authorized by law or the Board to inspect such records. Upon designation as an open enrollment charter holder, the Corporation shall additionally comply with the Texas Public Information Act. Upon leaving office, each Director, officer or agent of the Corporation will turn over to the Chairman in good order any Corporation monies, books, records, minutes, lists, documents, contracts or other property of the Corporation in his or her custody or control.

2.11 PROCEDURES: For all matters of parliamentary procedures, the Board of Directors shall be guided by *Robert's Rules of Order Newly Revised*, 10th ed. (Cambridge, Mass.: Perseus Publishing, 2000).

ARTICLE THREE DIRECTORS

3.01 MANAGEMENT: The activities, affairs, property and powers of the Corporation will be managed, directed, controlled or exercised by and vested in the Board of Directors.

3.02 NUMBER AND QUALIFICATIONS: The Board of Directors will consist of no fewer than three (3) persons.

3.03 REMOVAL: Any Director who fails to attend three (3) consecutive meetings may be asked to resign from office by resolution of the Board of Directors. The Secretary will notify Directors when they have missed three (3) regular consecutive meetings. Absences may be formally excused by vote of the Board. The Secretary will certify a Director's excessive absence to the Chairman. Any Director may also be removed with or without cause upon a two-thirds (2/3) majority vote of all the remaining directors for removal. However, the Chairman of the Board may only be removed upon a two-thirds (2/3) majority vote of all the remaining directors for good cause.

3.04 TERM: The Directors shall serve for three-year terms, which may be renewed indefinitely by each respective Director, subject to Articles 3.03 and 3.06 herein and with state law governing qualifications and restrictions on service as a member of a governing body of a charter holder or charter school.

3.05 VACANCY: The Chairman of the Board will appoint Directors to fill vacancies in accordance with the Texas Business Organizations Act. Each Director appointed or designated to fill a vacancy on the Board of Directors will hold office for the remainder of the term of the vacancy. A vacancy occurring on any committee may be filled by the Board of Directors for the remainder of the term of the position.

3.06 RESIGNATION: Any director or officer may resign from the Corporation by delivering a written letter of resignation to the Chairman of the Board.

3.07 COMPENSATION: Except as provided in this section, no Director will receive directly or indirectly any salary, compensation or gift from the Corporation, except as authorized by state law. The Directors of the Corporation will serve as such without salary. No Director will be entitled to any dividend or any part of the income or principal of the Corporation or to share in the distribution of the assets upon dissolution of the Corporation. The Board of Directors may authorize the payment by the Corporation of the reasonable, documented and allowable expenses incurred by a Director in performance of his or her duties in accordance with state and federal law.

ARTICLE FOUR OFFICERS

4.01 OFFICERS: The officers of the Corporation will consist of the Chairman of the Board, a Secretary and a Treasurer and any other officers that the Board may establish and designate by resolution adopted by a majority of vote of the whole Board.

4.02 APPOINTMENT: The officers of the Corporation will be appointed each year by the Chairman of the Board at its annual meeting.

4.03 CHAIRMAN: The Chairman of the Board will preside at all meetings of the Board of Directors. The Chairman will have other powers and duties not inconsistent with these Bylaws as may be assigned by the Board.

4.04 TREASURER: If required by the Board by written resolution, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine. He or she shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article VII of these Bylaws; and perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Chairman or by the Board,

APPROVED DURING CONTINGENCY PROCESS

4.05 SECRETARY: The Secretary shall keep the minutes of the meetings of the Board in one or more books provided for that purpose; give all notices in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the seal of the corporation, and affix the seal of the corporation to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these Bylaws; keep a register of the post office address of each Director which shall be furnished to the Secretary by each Director; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Chairman or by the Board.

4.06 CHIEF EXECUTIVE OFFICER/EXECUTIVE DIRECTOR OF THE CHARTER SCHOOL AND SCHOOL OPERATION: The Board of Directors shall hire a Chief Executive Officer for and to be employed by the Charter School. The Chief Executive Officer selected may be a member of the Board of Directors as may be permitted by state law, but if he/she is a member of the Board of Directors, he/she shall resign such position on the Board immediately upon hiring if required by state law. The Chief Executive Officer shall report to the Board of Directors of the Corporation. The Chief Executive Officer shall be deemed to be a Superintendent of the school as provided by the Texas Education Code.

The Chief Executive Officer shall serve under such terms and conditions as the Board determines to be in the best interest of the Corporation and the Charter School, including employment "at will." The Chief Executive Officer shall perform such duties as delegated and assigned by the Corporation's Board, or as required by state law.

4.07 OTHER OFFICERS: The Board of Directors may create by resolution other offices as it deems necessary to serve the Corporation and to operate the Charter School and may appoint other individuals, who need not be directors, to serve as officers or agents of the Corporation.

ARTICLE FIVE COMMITTEES

5.01 COMMITTEES: Designated committees may be established by the Board of Directors to perform the duties and functions assigned in furtherance of Board objectives. Any committee may include one or more Directors from the Board. The Chairman or his designee will appoint the members, officers, or others to committee positions. The rules of procedure of any committee may be set by the Board. Any committee may be abolished or any committee member removed for any reason and at any time by the Board of Directors.

5.02 NOTICE: Written notice of the time, place and agenda of all committee meetings will be given by the committee chair in the same manner as notices given for regular Board meetings. Each committee will keep and deliver a copy of minutes of its

APPROVED DURING CONTINGENCY PROCESS

proceedings to the Secretary of the Board and will report briefly on its activities at each Board meeting.

ARTICLE SIX DEPOSITS, CHECKS, LOANS AND CONTRACTS

6.01 DEPOSITORIES: All funds of the Corporation not otherwise employed will be deposited in banks or other depositories designated by the Board of Directors and in accordance with state law.

6.02 TRANSACTIONS: All checks, drafts, endorsements, notes and evidences of indebtedness of the Corporation will be signed by such officers or agents and all endorsements for deposits to the credit of the Corporation will be made as authorized by the Board of Directors.

6.03 LOAN OR GRANT AUTHORITY: No loans or advances will be contracted on behalf of the Corporation, and no note or other evidence of indebtedness will be issued in its name, except as authorized by the Board.

6.04 CONTRACT AUTHORITY: The Chief Executive Officer is expressly authorized by the Board of Directors to enter into contracts or execute and deliver instruments on behalf of the Charter School.

ARTICLE SEVEN CONTRACTS WITH DIRECTORS AND OFFICERS

7.01 INSIDER DEALING: Subject to any law, regulation, or contractual agreement of the Texas Business Organizations Code, no Director, officer or committee member will be interested directly or indirectly in any contract or program involving Corporation assets, relating to the operation conducted by it or in any contract for furnishing services or supplies to it, unless (a) the contract is authorized by a majority of Directors present at a meeting in which there is a quorum and vote without the interested Director's presence, (b) the facts and nature of the Director's interest is fully disclosed to the whole Board of Directors before the meeting in which the contract will be considered and (c) the Corporation could not have obtained a more advantageous arrangement with reasonable effort under the circumstances.

7.02 INSIDER LOANS: No loans or grants will be made by the Corporation to its Directors, officers or committee members during their term of office. The Directors who vote for or assent to, and any officer who participates in, the making of a loan to a Director or officer will jointly and severally be liable to the Corporation for the amount of the loan until it is repaid.

APPROVED DURING CONTINGENCY PROCESS

ARTICLE EIGHT
INDEMNIFICATION OF DIRECTORS AND OFFICERS

8.01 **LIABILITY:** A Director or committee member will not be required to furnish any bond or surety for his services as a Director or committee member, and will not be liable for the act or omission of any other Director.

8.02 **INDEMNIFICATION:** Any person made or threatened to be made a party to any action in court or other proceeding because he is or was a Director or committee member will be indemnified by the Corporation against any and all liability and the reasonable expenses, including attorney's fees, incurred in connection with the defense or settlement of the action, except where it is adjudged that the Director or committee member is liable for gross negligence, bad faith or willful misconduct in performing his duties. The right of indemnification will not exclude any other right of the Director or committee member. **INDEMNIFICATION UNDER THIS SECTION IS SUBJECT TO ANY AND ALL PROHIBITIONS, RESTRICTIONS AND LIMITATIONS IMPOSED BY LAW.**

8.03 **INSURANCE:** The Board of Directors will have the power to purchase and maintain at the Corporation's expense insurance on behalf of the Corporation, the Board of Directors, and others.

ARTICLE NINE
AMENDMENT OF BYLAWS

9.01 **AMENDMENT:** Except as otherwise provided in the Certificate of Formation, and subject to the power of the Board to amend or repeal these Bylaws, these Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority vote, provided that written notice setting forth in detail the proposed Bylaws revisions with explanations for the change is given at least three days previously. In the case of an emergency, which must be explained in the notice, two hours notice of a proposed amendment may be given to all Directors, and the Bylaws may be amended upon the unanimous vote of all Directors.

ARTICLE TEN
MISCELLANEOUS

10.01 **FISCAL YEAR.** The fiscal year of the Corporation will begin on September 1 of each year and will end on August 31 of the next year.

10.02 **ANNUAL REPORT:** The Chief Executive Officer of the school will provide to the Board no later than 90 days after the close of the fiscal year a report containing the following information in appropriate detail.

- (a) The assets and liabilities of the Corporation as of the end of the fiscal year.
- (b) The principal changes in assets and liabilities during the fiscal year;

APPROVED DURING CONTINGENCY PROCESS

- (c) The revenues and receipts, both restricted and unrestricted, to particular purposes, for the fiscal year.
- (d) The expenses or disbursements, for both general and restricted purposes, during the fiscal year;
- (e) The substantial activities and projects begun, in progress, and completed during the fiscal year.
- (f) Such other information as may be required by the Texas Education Code and interpretive regulations or as may be requested by the Board.

The report will be accompanied by a report of an independent accountant, or in lieu of such report, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation.

10.03 CONSTRUCTION: Whenever the context requires, the masculine will include the feminine and neuter, and the singular will include the plural, and vice versa. If any portion of these Bylaws is declared invalid or inoperative, then so far as is reasonable the remainder of these Bylaws will be considered valid and operative and effect will be given to the intent manifested by the portion held invalid or inoperative.

10.04 STATUTORY AND OTHER AUTHORITY: These Bylaws are subject to and governed by any applicable federal or state laws and regulations, including the Texas Education Code and interpretive regulations, pertinent local ordinances and the Certificate of Formation.

ADOPTED this 14 day of December 2016

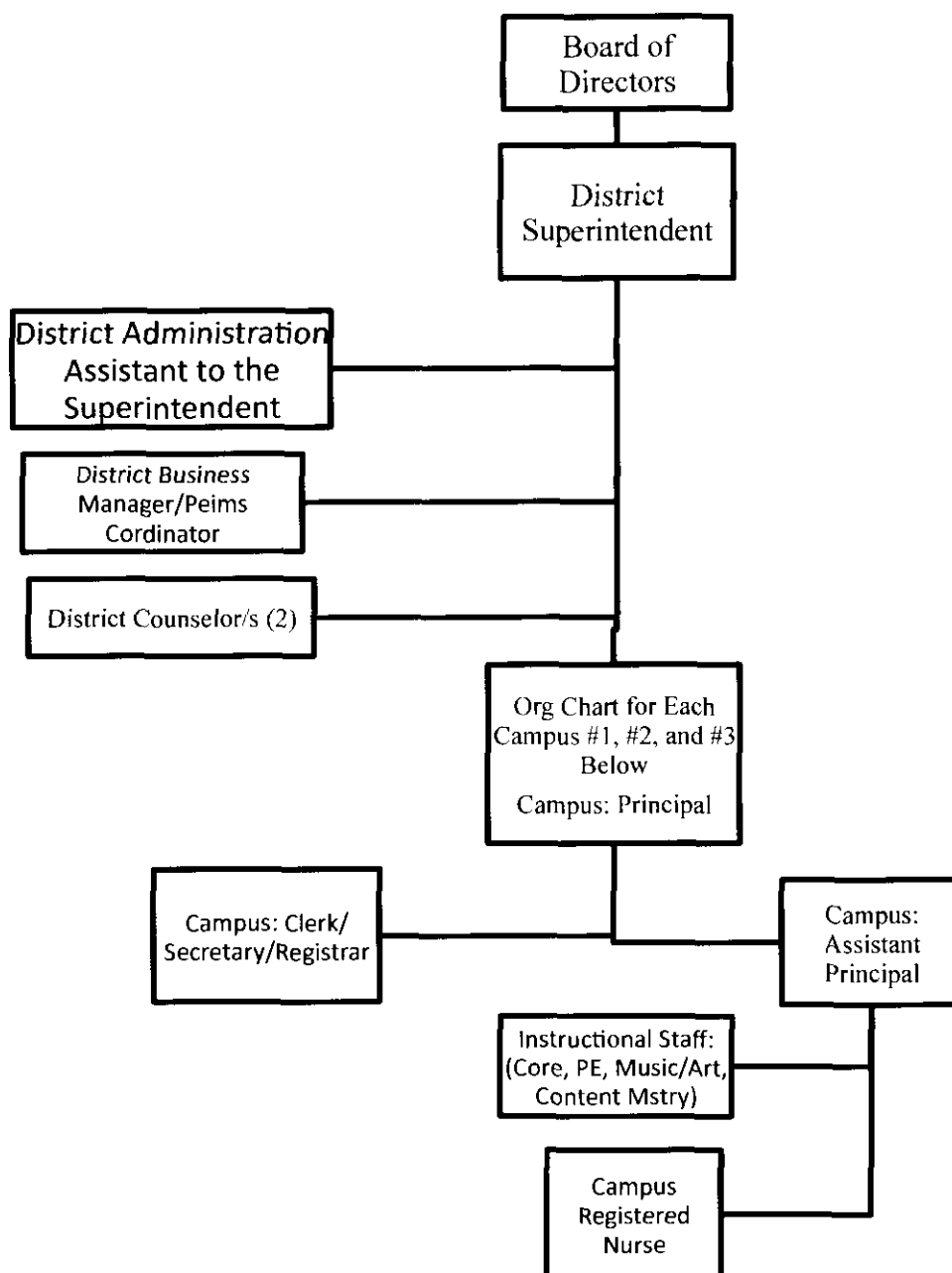
LEGACY21, INC.

By: Byron Ricks
CHAIRMAN OF THE BOARD

Attachment H

Organization Chart

Legacy Preparatory Organizational Chart



Attachment I

Supplemental Human Resources

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**Sixteenth Generation Open-Enrollment Charter Application
Supplemental Human Resources Information Form
(MUST be typed)**

ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.

Enter the name of the sponsoring entity: Pathway Charities, Inc.

Enter the name of the proposed charter school: Legacy Preparatory School

Position: CEO/Superintendent

Reports to: Charter Holder Board of Directors

Salary not to exceed: \$150,000.00

List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc...) to be given to the individual in this position. In none, please state N/A.

May include cell phone, car allowance, membership/s, travel allowance, and life insurance

Proposed Location (City and County): Dallas/Mesquite, Dallas County

Number of Students anticipated in year one: 1,200

In year five: 2,600

Minimum Qualifications Required:

Education Required:

Bachelor's Degree in Education required, Master's Degree preferred,

Experience Required:

Class room experience, Administration experience Preferred

Certification Required:

Texas Teachers Certified Required, and Administration Certification Preferred,

Complete the following using information gathered from three different traditional districts comparable in size, student make-up, and location. A traditional district is identified by the abbreviation ISD or CISD. County district numbers may be accessed on line through the Texas Education Directory found at <http://mansfield.tea.state.tx.us/TEA.AskTED.Web/Forms/Home.aspx>. Additionally, traditional districts **will not** have an eight as the fourth digit in the county district number (CDN).

Name of District	CDN	Located in (City)	# of Students Served	Salary Range
Quinlan ISD	116,908	Quinlan	2,543	137,800-137,800
Melissa ISD	43,908	Melissa	1,378	143,000-143,000
Palmer ISD	70,910	Palmer	1,126	88,252-170,504

**Sixteenth Generation Open-Enrollment Charter Application
Supplemental Human Resources Information Form
(MUST be typed)**

ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.

Enter the name of the sponsoring entity: Pathway Charities, Inc.

Enter the name of the proposed charter school: Legacy Preparatory School

Position: CEO/Superintendent

Reports to: Charter Holder Board of Directors

Job Duties: List up to 10 key duties this individual will perform.

1. Ensure the Board, staff, and faculty are aware of and comply with all state and fed guidelines, including charter contract
2. Create a culture of high expectations for the school where all students will be academically prepared to succeed
3. Provide instructional leadership to school officers and staff, including supervision of all school programming
4. Focus the school on student performance results and require decisions to be driven by results
5. Lead the development, implementation and revisions of administrative's procedures to manage school operations and facilitie
6. Lead the development, implementation and revisions of the school's strategic plan.
7. Build unity for and communicate school's vision, mission and goals
8. Oversec personnel; including recruitment, hiring, supervision, evaluations, professional development plans and high morale
9. Approve all submissions to TEA
10. Develop procedures for the school to report required information to students, parents, and the public

If a charter is awarded, this document becomes part of the original application. Changes to this information must be documented in the minutes of an open meeting of the charter holder board.

**Sixteenth Generation Open-Enrollment Charter Application
Supplemental Human Resources Information Form
(MUST be typed)**

ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.

Enter the name of the sponsoring entity: Pathway Charities, Inc.

Enter the name of the proposed charter school: Legacy Preparatory School

Position: Administrative Assistant

Reports to: CEO/Superintendent

Salary not to exceed: \$30,000.00

List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc...) to be given to the individual in this position. In none, please state N/A.

N/A

Proposed Location (City and County): Dallas/Mesquite

Number of Students anticipated in year one: 1,200

In year five: 2,600

Minimum Qualifications Required:

Education Required: High School Diploma or GED

Experience Required: One year work experience

Certification Required: none

Complete the following using information gathered from three different traditional districts comparable in size, student make-up, and location. A traditional district is identified by the abbreviation **ISD** or **CISD**. County district numbers may be accessed on line through the Texas Education Directory found at <http://mansfield.tea.state.tx.us/TEA.AskTED.Web/Forms/Home.aspx>. Additionally, traditional districts **will not** have an eight as the fourth digit in the county district number (CDN).

Name of District	CDN	Located in (City)	# of Students Served	Salary Range
Quinlan ISD	116,908	Quinlan	2,543	28540
Melissa ISD	43,908	Melissa	1,378	32850
Palmer ISD	70,910	Palmer	1,126	36700

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**Sixteenth Generation Open-Enrollment Charter Application
Supplemental Human Resources Information Form
(MUST be typed)**

ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.

Enter the name of the sponsoring entity: Pathway Charities, Inc.

Enter the name of the proposed charter school: Legacy Preparatory School

Position: Administrative-Assistant

Reports to: CEO/Superintendent

Job Duties: List up to 10 key duties this individual will perform.

1. Perform general clerical duties to include but not limited to: photocopying, faxing, mailing, and filing
2. Support staff in assigned project based work
3. Answer telephones and transfer to appropriate staff member
4. Maintain and distribute staff weekly schedules
5. Setup and coordinate meetings and conferences
6. Coordinate and maintain records for staff office space, phones, parking, company credit cards and office keys
7. Sign for and distribute UPS/Fed Ex/Airborne packages
8. Meet and greet clients and visitors
9. Research, price, and purchase office furniture and supplies
10. Any other duties as assigned.

If a charter is awarded, this document becomes part of the original application. Changes to this information must be documented in the minutes of an open meeting of the charter holder board.

**Sixteenth Generation Open-Enrollment Charter Application
Supplemental Human Resources Information Form
(MUST be typed)**

ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.

Enter the name of the sponsoring entity: Pathway Charities, Inc.

Enter the name of the proposed charter school: Legacy Preparatory School

Position: Principal/School Director

Reports to: CEO/Superintendent

Salary not to exceed: \$100,000.00

List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc...) to be given to the individual in this position. In none, please state N/A.

N/A

Proposed Location (City and County): Dallas/Mesquite, Dallas County, Texas

Number of Students anticipated in year one: 1,200

In year five: 2,600

Minimum Qualifications Required:

Education Required:

Bachelor's Degree Required, Master's Degree or Doctoral Preferred

Experience Required:

A combination of least 10 years of successful experience as a classroom teacher and/or supervisor. A proven ability to relate to a variety of constituents. Excellent written and verbal communication skills. Demonstrated leadership and management ability.

Certification Required:

Valid Texas Mid-Management, Administrator, or Principal Certificate highly preferred or pursuing

Complete the following using information gathered from three different traditional districts comparable in size, student make-up, and location. A traditional district is identified by the abbreviation ISD or CISD. County district numbers may be accessed on line through the Texas Education Directory found at <http://mansfield.tea.state.tx.us/TEA.AskTED.Web/Forms/Home.aspx>. Additionally, traditional districts **will not** have an eight as the fourth digit in the county district number (CDN).

Name of District	CDN	Located in (City)	# of Students Served	Salary Range
Quinlan ISD	116,908	Quinlan	2,543	75866
Melissa ISD	43,908	Melissa	1,378	65118
Palmer ISD	70,910	Palmer	1,126	129275

**Sixteenth Generation Open-Enrollment Charter Application
Supplemental Human Resources Information Form
(MUST be typed)**

ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.

Enter the name of the sponsoring entity: Pathway Charities, Inc.

Enter the name of the proposed charter school: Legacy Preparatory School

Position: Principal/School Director

Reports to: CEO/Superintendent

Job Duties: List up to 10 key duties this individual will perform.

1. Oversee all aspects of the instructional program and ensure a focus on improving student performance.
2. Ensure compliance with all state and federal mandates.
3. Work with staffs Board of Directors, the Superintendent, and the community to develop curriculum and programs
4. Work with the Business Manager to prepare and submit timely and accurate reports to TEA.
5. Demonstrate an awareness of community/school needs while articulating and seeking community support.
6. Promote relational importance in learning; support achievement of student and campus performance objectives.
7. Supervise financial operations to ensure compliance.
8. Distribute information to parents and the community in a timely and effective manner.
9. Ensure compliance with the School Charter.
10. Any other duties as assigned.

If a charter is awarded, this document becomes part of the original application. Changes to this information must be documented in the minutes of an open meeting of the charter holder board.

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**Sixteenth Generation Open-Enrollment Charter Application
Supplemental Human Resources Information Form
(MUST be typed)**

ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.

Enter the name of the sponsoring entity: Pathway Charities, Inc.

Enter the name of the proposed charter school: Legacy Preparatory School

Position: Business Manager

Reports to: CEO/Superintendent

Salary not to exceed: \$100,000.00

List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc...) to be given to the individual in this position. In none, please state N/A.

N/A

Proposed Location (City and County): Dallas/Mesquite

Number of Students anticipated in year one: 1,200

In year five: 2,600

Minimum Qualifications Required:

Education Required: Bachelors Degree in Business, Accounting, or Finance

Experience Required: A minimum of 3 years experience and charter school business managerial experience preferred

Certification Required: CPA or MBA preferred

Complete the following using information gathered from three different traditional districts comparable in size, student make-up, and location. A traditional district is identified by the abbreviation ISD or CISD. County district numbers may be accessed on line through the Texas Education Directory found at <http://mansfield.tea.state.tx.us/TEA.AskTED.Web/Forms/Home.aspx>. Additionally, traditional districts **will not** have an eight as the fourth digit in the county district number (CDN).

Name of District	CDN	Located in (City)	# of Students Served	Salary Range
Quinlan ISD	116,908	Quinlan	2,543	72048
Melissa ISD	43,908	Melissa	1,378	77903
Palmer ISD	70,910	Palmer	1,126	142828

341

**Sixteenth Generation Open-Enrollment Charter Application
Supplemental Human Resources Information Form
(MUST be typed)**

ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.

Enter the name of the sponsoring entity: Pathway Charities, Inc.

Enter the name of the proposed charter school: Legacy Preparatory School

Position: Business Manager

Reports to: CEO/Superintendent

Job Duties: List up to 10 key duties this individual will perform.

1. Develop and maintain timely and accurate accounting records for the school following TEA guidelines.
2. Perform accounting processes and maintain the chart of accounts.
3. Execute procurement through payment procedures on behalf of the school in accordance with state and federal laws
4. Prepare monthly, quarterly, and annual financial statements including budget to actual analysis and variance explanations.
5. Develop administrative systems and procedures.
6. Manage cash processes, including contributions, receivables, grants, funding and deposits.
7. Work with the Board and the Development Director to provide financial information and support for grants and donations.
8. Act as payroll provider and benefit coordinator.
9. Coordinate annual financial audits, and any other reviews
10. Any other duties as assigned.

If a charter is awarded, this document becomes part of the original application. Changes to this information must be documented in the minutes of an open meeting of the charter holder board.

342

**Sixteenth Generation Open-Enrollment Charter Application
Supplemental Human Resources Information Form
(MUST be typed)**

ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.

Enter the name of the sponsoring entity: Pathway Charities, Inc.

Enter the name of the proposed charter school: Legacy Preparatory School

Position: Teacher (Core, PE, Music/Art, Content Mstry) Reports to: Campus Principal

Salary not to exceed: \$60,000.00

List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc...) to be given to the individual in this position. In none, please state N/A.

N/A

Proposed Location (City and County): Dallas/Mesquite, Dallas County, Texas

Number of Students anticipated in year one: 1,200 In year five: 2,600

Minimum Qualifications Required:

Education Required: Bachelor's Degree from an accredited college or university

Experience Required: none

Certification Required: Valid Texas teaching certificate with required endorsements for subject and subject level assigned

Complete the following using information gathered from three different traditional districts comparable in size, student make-up, and location. A traditional district is identified by the abbreviation **ISD** or **CISD**. County district numbers may be accessed on line through the Texas Education Directory found at <http://mansfield.tea.state.tx.us/TEA.AskTED.Web/Forms/11home.aspx>. Additionally, traditional districts **will not** have an eight as the fourth digit in the county district number (CDN).

Name of District	CDN	Located in (City)	# of Students Served	Salary Range
Quinlan ISD	116,908	Quinlan	2,543	42298
Melissa ISD	43,908	Melissa	1,378	45509
Palmer ISD	70,910	Palmer	1,126	75596

343

**Sixteenth Generation Open-Enrollment Charter Application
Supplemental Human Resources Information Form
(MUST be typed)**

ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.

Enter the name of the sponsoring entity: Pathway Charities, Inc.

Enter the name of the proposed charter school: Legacy Preparatory School

Position: Teacher (Core, PE, Music/Art, Content Mstry) Reports to: Campus Principal

Job Duties: List up to 10 key duties this individual will perform.

1. Develop & implement lesson plans that fulfill requirements of the district's curriculum program
2. and reflect accommodations for difference in student learning styles, and show written evidence of preparation as required
3. Present subject matter according to guidelines established by TEA, Board of Trustee policies, & administrative regulations
4. Establish and maintain efficient classroom management procedures and standards of pupil behavior
5. Assumes responsibility for meeting his/her course and school-wide student performance goals.
6. Establishes and maintains cooperative working relationships with students, parents, and the community.
7. Communicates effectively, both orally and in writing, with students, parents, and other professionals on a regular basis.
8. continually evaluate and record various aspects of students' progress and report to parents as needed and required
9. Provide a variety of planned learning experiences using a variety of media, tech, & methods to motivate students and best
10. utilize available time for instruction. Available for counseling/tutoring students before & after. Any other duties as assigned.

If a charter is awarded, this document becomes part of the original application. Changes to this information must be documented in the minutes of an open meeting of the charter holder board.

344

**Sixteenth Generation Open-Enrollment Charter Application
Supplemental Human Resources Information Form
(MUST be typed)**

ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.

Enter the name of the sponsoring entity: Pathway Charities, Inc.

Enter the name of the proposed charter school: Legacy Preparatory School

Position: Assistant Principal

Reports to: Campus Principal

Salary not to exceed: \$90,000.00

List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc...) to be given to the individual in this position. In none, please state N/A.

N/A

Proposed Location (City and County): Dallas/Mesquite, Dallas County, Texas

Number of Students anticipated in year one: 1,200

In year five: 2,600

Minimum Qualifications Required:

Education Required:

Bachelor's Degree Required, Master's Degree or Doctoral Preferred

Experience Required:

A combination of least 5 years of successful experience as a classroom teacher and/or supervisor. A proven ability to relate to a variety of constituents. Excellent written and verbal communication skills. Demonstrated leadership and management ability.

Certification Required:

Valid Texas Mid-Management, Administrator, or Principal Certificate highly preferred or pursuing

Complete the following using information gathered from three different traditional districts comparable in size, student make-up, and location. A traditional district is identified by the abbreviation ISD or CISD. County district numbers may be accessed on line through the Texas Education Directory found at http://mansfield.tea.state.tx.us/TEA_AskTED.Web/Forms/Home.aspx. Additionally, traditional districts **will not** have an eight as the fourth digit in the county district number (CDN).

Name of District	CDN	Located in (City)	# of Students Served	Salary Range
Quinlan ISD	116,908	Quinlan	2,543	56861
Melissa ISD	43,908	Melissa	1,378	59080
Palmer ISD	70,910	Palmer	1,126	87575

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**Sixteenth Generation Open-Enrollment Charter Application
Supplemental Human Resources Information Form
(MUST be typed)**

ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.

Enter the name of the sponsoring entity: Pathway Charities, Inc.

Enter the name of the proposed charter school: Legacy Preparatory School

Position: Assistant Principal

Reports to: Campus Principal

Job Duties: List up to 10 key duties this individual will perform.

1. Monitor and recommend improvements to the instructional program.
2. Work closely with instructional staff to ensure alignment with TEKS and the appropriate level of rigor and relevance.
3. Identify and use research and statistical information for program and instructional improvement
4. Develop a strong advisory and mentoring system for students and teachers.
5. Oversee the school's counseling programs.
6. Work with teachers and staff to maintain student discipline.
7. Assist the principal with duties related to the physical plant and school materials.
8. Coordinate parent and community involvement programs.
9. Ensure compliance with the School Charter.
10. Any other duties as assigned.

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346

**Sixteenth Generation Open-Enrollment Charter Application
Supplemental Human Resources Information Form
(MUST be typed)**

ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.

Enter the name of the sponsoring entity: Pathway Charities, Inc.

Enter the name of the proposed charter school: Legacy Preparatory School

Position: Clerk-Secretary-Registrar

Reports to: Campus Principal

Salary not to exceed: \$40,000.00

List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc...) to be given to the individual in this position. In none, please state N/A.

N/A

Proposed Location (City and County): Dallas/Mesquite, Dallas County, Texas

Number of Students anticipated in year one: 1,200

In year five: 2,600

Minimum Qualifications Required:

Education Required: High School diploma or GED, some college preferred.

Experience Required: Two years of secretarial experience, preferably in the public education environment.

Certification Required: none

Complete the following using information gathered from three different traditional districts comparable in size, student make-up, and location. A traditional district is identified by the abbreviation ISD or CISD. County district numbers may be accessed on line through the Texas Education Directory found at <http://mansfield.tea.state.tx.us/TEA.AskTED.Web/Forms/Home.aspx>. Additionally, traditional districts **will not** have an eight as the fourth digit in the county district number (CDN).

Name of District	CDN	Located in (City)	# of Students Served	Salary Range
Quinlan ISD	116,908	Quinlan	2,543	222262
Melissa ISD	43,908	Melissa	1,378	22600
Palmer ISD	70,910	Palmer	1,126	38266

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**Sixteenth Generation Open-Enrollment Charter Application
Supplemental Human Resources Information Form
(MUST be typed)**

ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.

Enter the name of the sponsoring entity: Pathway Charities, Inc.

Enter the name of the proposed charter school: Legacy Preparatory School

Position: Clerk-Secretary-Registrar

Reports to: Campus Principal

Job Duties: List up to 10 key duties this individual will perform.

1. Maintains accurate records of student attendance on a daily basis.
2. Codes reasons for student absences and tardies and maintains file of parent documentation.
3. Assists other office staff (secretary, nurse, PTO, etc.) in answering phones, greeting the public and other routine duties.
4. Ensures that all students are properly coded for special designations (at-risk, dyslexia, etc.).
5. Sends appropriate records to schools requesting records for students who have withdrawn from our campus.
6. Register new students (and request information from prior school) and prepare documents for students who are withdrawing.
7. Prepares truancy files for students not meeting attendance requirements and submit to the appropriate school officer.
8. Develops attendance reports as required/requested.
9. Support charter school goals and programs. Take on special projects as assigned by the Principal.
10. Any other duties as assigned.

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348

**Sixteenth Generation Open-Enrollment Charter Application
Supplemental Human Resources Information Form
(MUST be typed)**

ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.

Enter the name of the sponsoring entity: Pathway Charities, Inc.

Enter the name of the proposed charter school: Legacy Preparatory School

Position: Counselor

Reports to: CEO/Superintendent

Salary not to exceed: \$75,000.00

List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc...) to be given to the individual in this position. In none, please state N/A.

N/A

Proposed Location (City and County): Dallas/Mesquite, Dallas County, Texas

Number of Students anticipated in year one: 1,200

In year five: 2,600

Minimum Qualifications Required:

Education Required: Master's Degree from an accredited college or university

Experience Required: a minimum of 3 years of experience as a classroom teacher

Certification Required: Texas Certified for School Counselor

Complete the following using information gathered from three different traditional districts comparable in size, student make-up, and location. A traditional district is identified by the abbreviation ISD or CISD. County district numbers may be accessed on line through the Texas Education Directory found at <http://mansfield.tea.state.tx.us/TEA.AskTED.Web/Forms/Home.aspx>. Additionally, traditional districts **will not** have an eight as the fourth digit in the county district number (CDN).

Name of District	CDN	Located in (City)	# of Students Served	Salary Range
Quinlan ISD	116,908	Quinlan	2,543	53683
Melissa ISD	43,908	Melissa	1,378	47050
Palmer ISD	70,910	Palmer	1,126	108259

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**Sixteenth Generation Open-Enrollment Charter Application
Supplemental Human Resources Information Form
(MUST be typed)**

ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.

Enter the name of the sponsoring entity: Pathway Charities, Inc.

Enter the name of the proposed charter school: Legacy Preparatory School

Position: Counselor

Reports to: CEO/Superintendent

Job Duties: List up to 10 key duties this individual will perform.

1. Exhibits knowledge and skills regarding the guidance program, pupils served, and counseling and development services.
2. Advocates for students.
3. Assists all students in developing and applying skills for maximum educational, career, personal and social growth.
4. Monitors developmental needs & personal concerns or problems that affect educational, personal and social development.
5. Collaborates to plan, implement, evaluate and advocate for a comprehensive developmental guidance program.
6. Provides professional expertise to help faculty, staff, administration, parents, and other community members.
7. Adheres to professional standards in all components of a comprehensive developmental guidance & counseling program.
8. Provide help in the home, school, district and community to support students' academic, personal & social development.
9. Interprets standardized test results and other available student data to promote sound decision making.
10. Accepts responsibility for self-directed professional development through continuous efforts to improve work performance.

If a charter is awarded, this document becomes part of the original application. Changes to this information must be documented in the minutes of an open meeting of the charter holder board.

**Sixteenth Generation Open-Enrollment Charter Application
Supplemental Human Resources Information Form
(MUST be typed)**

ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.

Enter the name of the sponsoring entity: Pathway Charities, Inc.

Enter the name of the proposed charter school: Legacy Preparatory School

Position: Registered Nurse

Reports to: Campus Principal

Salary not to exceed: \$60,000.00

List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc...) to be given to the individual in this position. In none, please state N/A.

N/A

Proposed Location (City and County): Dallas/Mesquite, Dallas County, Texas

Number of Students anticipated in year one: 1,200

In year five: 2,600

Minimum Qualifications Required:

Education Required:

B.S.N. or Registered Nurse with a bachelor's degree in a related discipline.

Experience Required:

Minimum of one (1) year experience in public health nursing, community health nursing, school health nursing or pediatric nursing preferred.

Certification Required:

Qualified to practice as a Registered Nurse in the State of Texas and holds an unrestricted license. Certified in CPR or BLS (or obtain in the first 6 months).

Complete the following using information gathered from three different traditional districts comparable in size, student make-up, and location. A traditional district is identified by the abbreviation **ISD** or **CISD**. County district numbers may be accessed on line through the Texas Education Directory found at <http://mansfield.tea.state.tx.us/TEA.AskTED.Web/Forms/Home.aspx>. Additionally, traditional districts **will not** have an eight as the fourth digit in the county district number (CDN).

Name of District	CDN	Located in (City)	# of Students Served	Salary Range
Quinlan ISD	116,908	Quinlan	2,543	40524
Melissa ISD	43,908	Melissa	1,378	41551
Palmer ISD	70,910	Palmer	1,126	86500

**Sixteenth Generation Open-Enrollment Charter Application
Supplemental Human Resources Information Form
(MUST be typed)**

ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.

Enter the name of the sponsoring entity:

Enter the name of the proposed charter school:

Position:

Reports to:

Job Duties: List up to 10 key duties this individual will perform.

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

If a charter is awarded, this document becomes part of the original application. Changes to this information must be documented in the minutes of an open meeting of the charter holder board.

352

**Sixteenth Generation Open-Enrollment Charter Application
Supplemental Human Resources Information Form
(MUST be typed)**

ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.

Enter the name of the sponsoring entity: Pathway Charities, Inc.

Enter the name of the proposed charter school: Legacy Preparatory School

Position: Educational Aide

Reports to: Campus Principal

Salary not to exceed: \$20,000.00

List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc...) to be given to the individual in this position. In none, please state N/A.

N/A

Proposed Location (City and County): Dallas/Mesquite, Dallas County, Texas

Number of Students anticipated in year one: 1,200

In year five: 2,600

Minimum Qualifications Required:

Education Required: High School Diploma or GED

Experience Required: A minimum of three years experience in an educational setting

Certification Required: none

Complete the following using information gathered from three different traditional districts comparable in size, student make-up, and location. A traditional district is identified by the abbreviation ISD or CISD. County district numbers may be accessed on line through the Texas Education Directory found at <http://mansfield.tea.state.tx.us/TEA.AskTED.Web/Forms/Home.aspx>. Additionally, traditional districts **will not** have an eight as the fourth digit in the county district number (CDN).

Name of District	CDN	Located in (City)	# of Students Served	Salary Range
Quinlan ISD	116,908	Quinlan	2,543	15158
Melissa ISD	43,908	Melissa	1,378	19098
Palmer ISD	70,910	Palmer	1,126	19744

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

35

**Sixteenth Generation Open-Enrollment Charter Application
Supplemental Human Resources Information Form
(MUST be typed)**

ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.

Enter the name of the sponsoring entity: Pathway Charities, Inc.

Enter the name of the proposed charter school: Legacy Preparatory School

Position: Educational Aide

Reports to: Campus Principal

Salary not to exceed: \$20,000.00

List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc.) given to the individual in this position. In none, please state N/A.

N/A

Proposed Location (City and County): Dallas/Mesquite, Dallas County, Texas

Number of Students anticipated in year one: 1,200 In year five: 2,600

Minimum Qualifications Required:

Education Required: High School Diploma or GED

Experience Required: A minimum of three years experience in an educational setting

Certification Required: in paraprofessional certification will be required to be in compliance with No Child Left Behind (NCLB).

Complete the following using information gathered from three different traditional districts comparable in size, student make-up, and location. A traditional district is identified by the abbreviation ISD or CISD. County district numbers may be accessed on line through the Texas Education Directory found at http://mansfield.tea.state.tx.us/TEA_AskTED.Web/Forms/Home.aspx. Additionally, traditional districts will not have an eight as the fourth digit in the county district number (CDN).

Name of District	CDN	Located in (City)	# of Students Served	Salary Range
Quinlan ISD	116,908	Quinlan	2,543	15158
Melissa ISD	43,908	Melissa	1,378	19098
Palmer ISD	70,910	Palmer	1,126	19744

APPROVED DURING CONTINGENCY PROCESS

353

**Sixteenth Generation Open-Enrollment Charter Application
Supplemental Human Resources Information Form
(MUST be typed)**

ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.

Enter the name of the sponsoring entity: Pathway Charities, Inc.

Enter the name of the proposed charter school: Legacy Preparatory School

Position: Educational Aide

Reports to: Campus Principal

Job Duties: List up to 10 key duties this individual will perform.

1. Assists in the implementation of the daily program under the direction of the teacher.
2. Assists in planning and preparing the learning environment, setting up interest centers, and preparing needed materials.
3. Helps with general housekeeping.
4. Maintains professional attitudes and exhibits character traits as related to school curriculum.
5. Treats all students with dignity and respect.
6. Attends all staff meetings and recommended training programs and conferences.
7. Maintains confidentiality about students, their families and other employees of the school.
8. Participates in professional workshops that work for the improvement of student success.
9. Supervises students in the classroom and during other activities.
10. Any other duties as assigned.

If a charter is awarded, this document becomes part of the original application. Changes to this information must be documented in the minutes of an open meeting of the charter holder board.

Attachment J

Audit Report

355

Pathway Charities Inc.
Statement of Financial Accuracy and Completeness

I attest to the accuracy and completeness of the following reports for Pathway Charities Inc.

Financial Reports Dated: 12/14/2010

Unaudited statement of financial position

Unaudited statement of activities

Unaudited statement of cash flows

Name: Minerva M. Gonzales Date: 12-15-10
CFO

STATE OF TEXAS

COUNTY OF Dallas

This document was acknowledged before me on 12-15-10 [Date] by
Minerva M. Gonzales [name of principal].

[Notary Seal, if any]:

Olivia Rosales

(Signature of Notarial Officer)



Notary Public for the state of Texas

My commission expires: 1/13/2013

2:33 PM

12/14/10

356

Pathway Charities, Inc.
Statement of Cash Flows
January 1 through December 14, 2010

	<u>Jan 1 - Dec 14, 10</u>
OPERATING ACTIVITIES	
Net Income	<u>100.00</u>
Net cash provided by Operating Activities	<u>100.00</u>
Net cash increase for period	<u>100.00</u>
Cash at end of period	<u><u>100.00</u></u>

357

2:29 PM
12/14/10
Cash Basis

Pathway Charities, Inc.
Statement of Financial Income and Expense
January through December 2010

	<u>Jan - Dec 10</u>
Ordinary Income/Expense	
Income	
43400 · Direct Public Support	
43450 · Individ, Business Contributions	<u>100.00</u>
Total 43400 · Direct Public Support	<u>100.00</u>
Total Income	<u>100.00</u>
Net Ordinary Income	<u>100.00</u>
Net Income	<u><u>100.00</u></u>

358

2:31 PM
12/14/10
Cash Basis

Pathway Charities, Inc.
Statement of Financial Position
As of December 14, 2010

	<u>Dec 14, 10</u>
ASSETS	
Current Assets	
Checking/Savings	
10000 - Home Bank Checking	<u>100.00</u>
Total Checking/Savings	<u>100.00</u>
Total Current Assets	<u>100.00</u>
TOTAL ASSETS	<u>100.00</u>
LIABILITIES & EQUITY	
Equity	
Net Income	<u>100.00</u>
Total Equity	<u>100.00</u>
TOTAL LIABILITIES & EQUITY	<u>100.00</u>

Attachment K

Credit Reports

360

[Business Loans](#) [Business Capital](#) [Business Insurance](#)**Business Credit Reports**[Information Library](#) [Innovative Solutions](#) [Influential Networks](#) [Inventors Corner](#)**Experian Business Credit Reports**

Searching for company:

**Company Name:**

pathway charities inc

Address:

8510 military parkway

Matching Records

From the following list, please select the company report you would like to purchase. By clicking the "Experian Business Profile now for \$34.99 link", you agree to purchase the Full Report. Results are shown below.

Experian cannot return a match or similarly named business, which was inquired for.**Company Name:**

PATHWAYCHARITIESINCINC.

City:**Address:**

8510 MILITARY PARKWAY

Zip:

COPYRIGHT MATERIAL

1 page has been withheld

PLEASE NOTE: The responsive information contains copyrighted information that can only be made available to you for viewing in person. Because the information indicates that it is protected by copyright, you may review this information in person during normal business hours at TEA. If you are interested in reviewing the copyrighted information, please send an email to accred@tea.state.tx.us to schedule an appointment.

Attachment L

IRS 990 Filing

IRS 990 – NOT REQUIRED

None necessary for religious organizations

Attachment M

Documentation

Verifying All Sources of Funding

APPROVED DURING CONTINGENCY PROCESS

Attachment B - Synopsis of the Public Hearing

Question 4: Page 213 of the charter application indicates that the proposed charter school will require uniforms. Will the proposed charter school incur any costs associated with the uniforms? If not, what are the plans for students whose families are not financially capable of providing uniforms?

Attachment M - Documentation Verifying All Sources of Funding

The parents will be asked to use certain colors for the shirts and shorts/slacks and they can also decide what brand the child will wear. As long as the colors are worn, the brand or style is up to the parents.

Question 5: Section 11 (m) instructed the charter applicant to submit as Attachment M *documentation verifying all nongovernmental sources of funding* (i.e., letters of credit, letters from donors, loan agreements, notices of grant awards, etc). The charter applicant submitted letters from Pathway of Life Church and Family Cathedral of Praise stating that they will provide all necessary start-up funds for the proposed charter school, which includes but is not limited to the estimated \$850,000. The letters also states that the school will repay these funds under mutually agreed upon terms between the Pathway of Life Church, the Family Cathedral Praise and the school. If approved for a charter, please submit copies of the executed loan documents related to the start-up funding as discussed above.

Please see attached documents.

REVOLVING LINE OF CREDIT AGREEMENT

This Revolving Line of Credit Agreement (the "AGREEMENT") is made and entered into in this 26 day of October 2011, by and between Eddie Wilson ("LENDER"), and Legacy21, Inc., a Texas 501(c) (3) corporation ("BORROWER"). In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. LINE OF CREDIT. Lender hereby establishes a revolving line of credit (the "CREDIT LINE") for Borrower in the principal amount of Five Hundred NINETY THREE THOUSAND AND FIVE HUNDRED DOLLARS (\$593,500.00) (the "CREDIT LIMIT"). In connection herewith, Borrower shall execute and deliver to Lender a Promissory Note in the amount of the Credit Limit and in form and content satisfactory to Lender. All sums advanced on the Credit Line or pursuant to the terms of this Agreement (each an "ADVANCE") shall become part of the principal of said Promissory Note.

2. ADVANCES. Any request for an Advance may be made from time to time and in such amounts as Borrower may choose; provided, however, any requested Advance will not, when added to the outstanding principal balance of all previous Advances, exceed the Credit Limit. Requests for Advances may be made orally or in writing by such officer of Borrower authorized by it to request such Advances. Until such time as Lender may be notified otherwise, Borrower hereby authorizes its president or any vice president to request Advances. Lender may deposit or credit the amount of any requested Advance to Borrower's checking account with Lender. Lender may refuse to make any requested Advance if an event of default has occurred and is continuing hereunder either at the time the request is given or the date the Advance is to be made, or if an event has occurred or condition exists which, with the giving of notice or passing of time or both, would constitute an event of default hereunder as of such dates.

The funds from the Advances will be used by the Borrower for operating expenses in connection with the operations of the Borrower.

3. INTEREST. All sums advanced pursuant to this Agreement shall bear interest from the date each Advance is made until paid in full at the rate of eight percent (8%) per annum, simple interest (the "EFFECTIVE RATE").

4. REPAYMENT. Borrower shall pay accrued interest on the outstanding principal balance on a monthly basis commencing on January 1, 2011, and continuing on the last day of each month thereafter. All payments shall be made to Lender at such place as Lender may, from time to time, designate. All payments received hereunder shall be applied, first, to any costs or expenses incurred by Lender in collecting such payment or to any other unpaid charges or expenses due hereunder; second, to accrued interest; and third, to principal. Borrower may prepay principal at any time without penalty.

5. REPRESENTATIONS AND WARRANTIES. In order to induce Lender to enter into this Agreement and to make the advances provided for herein, Borrower represents and warrants to Lender as follows:

a. Borrower is a duly organized, validly existing, and in good standing under the laws of the State of Texas with the power to own its assets and to transact business in Texas.

b. Borrower shall maintain at all times a fidelity to the procedure and performance of its stated plans to form an entity which in the opinion of the Lender will promote the success of its stated purposes.

c. Borrower has the authority and power to execute and deliver any document required hereunder and to perform any condition or obligation imposed under the terms of such documents.

d. The execution, delivery and performance of this Agreement and each document incident hereto will not violate any provision of any applicable law, regulation, order, judgment, decree, article of incorporation, by-law, indenture, contract, agreement, or other undertaking to which Borrower is a party, or which purports to be binding on Borrower or its assets and will not result in the creation or imposition of a lien on any of its assets.

e.. There is no action, suit, investigation, or proceeding pending or, to the knowledge of Borrower, threatened, against or affecting Borrower or any of its assets which if adversely determined, would have a material adverse effect on the financial condition of Borrower or the operation of its business.

DS
BR

DS
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APPROVED DURING CONTINGENCY PROCESS

6. EVENTS OF DEFAULT. An event of default will occur if any of the following events occurs:

- a. Failure to pay any principal or interest hereunder within ten (10) days after the same becomes due.
- h. Any representation or warranty made by Borrower in this Agreement or in connection with any borrowing or request for an Advance hereunder, or in any certificate financial statement, or other statement furnished by Borrower to Lender is untrue in any material respect at the time when made.
- c. Default by Borrower in the observance or performance of any other covenant or agreement contained in this Agreement, other than a default constituting a separate and distinct event of default under this Paragraph 6.
- d. Filing by Borrower of a voluntary petition *in* bankruptcy seeking reorganization, arrangement or readjustment of debts, or any other relief under the Bankruptcy Code as amended or under any other insolvency act or law, state or federal, now or hereafter existing.
- e. Filing of an involuntary petition against Borrower in bankruptcy seeking reorganization, arrangement or readjustment of debts, or any other relief under the Bankruptcy Code as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, and the continuance thereof for sixty (60) days undismissed, unbonded, or undischarged.
- f. Failure to maintain adequate progress, which in the opinion of the Lender, will preclude the accomplishment of established performance goals during the period in which Borrower is providing funding.
- g. Failure of Borrower to follow approved procedures without the express consent of the Lender.

7. REMEDIES. Upon the occurrence of an event of default as defined above,

Lender may declare the entire unpaid principal balance, together with accrued interest thereon to be immediately due and payable without presentment, demand, protest, or other notice of any kind. Lender may suspend or terminate any obligation it may have hereunder to make additional Advances. Borrower waives any rights to presentment, demand, protest, or notice of any kind in connection with this Agreement. No failure or delay on the part of Lender in exercising any right, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. If in the opinion of the Lender, there is an appreciable indication the Borrower is failing or may fail in performance of objectives, Lender may void the agreement without notice to or protest from the Borrower. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies *provided* at law or in equity. Borrower agrees to pay all costs of collection incurred by reason of the default, including court costs and reasonable attorney's fees.

8. NOTICE. Any written notice will be deemed effective on the date such notice is placed, first class, postage prepaid, in the United States mail, addressed to the party to which notice is being given as follows:

Lender: Eddie Wilson
Address: 975 Easton Place, Dallas, Texas 75218

Borrower: Legacy Preparatory School
Attn.: Dr. Becky Good
Address: 8510 Military Parkway
Dallas, Texas 75227

9. GENERAL PROVISIONS. All representations and warranties made in this Agreement and the Promissory Note and in any certificate delivered pursuant thereto shall survive the execution and delivery of this Agreement and the making of any loans hereunder. This Agreement will be binding upon and inure to the benefit of Borrower and Lender, their respective successors and assigns, except that Borrower may not assign or transfer its rights or delegate its duties hereunder without the prior written consent of Lender. This Agreement, the Promissory Note, and all documents and instruments associated herewith will be governed by and construed and interpreted in accordance with the laws of the State of Texas. Time is of the essence hereof. This Agreement will be deemed to express, embody, and supersede any previous understanding, agreements, or commitments,

whether written or oral, between the parties with respect to the general subject matter hereof. This Agreement may not be amended or modified except in writing signed by the parties.

EXECUTED on the day and year first written above.

Lender: Eddie Wilson

Address: 975 Easton Place, Dallas, Texas 75218

DocuSigned by:
Eddie Wilson 10-26-11
Eddie Wilson Date

APPROVED DURING CONTINGENCY PROCESS

Borrower:

Legacy21, Inc.

Attn.: Byron Ricks

Title: President of the Board

Address: 8510 Military Parkway

Dallas, Texas 75227

DocuSigned by:
Byron Ricks 10-26-11
Byron Ricks, President Date

PATHWAY OF LIFE

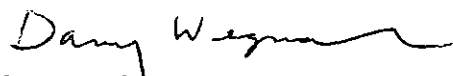
January 23, 2011

To Whom It May Concern:

Please allow this letter to serve as a written confirmation that Pathway of Life Church will provide all necessary startup funds as needed for Legacy Preparatory to establish a charter school, which includes but is not limited to the estimated \$425,000.

School will repay these funds at a future date under mutually agreed upon terms by and between Pathway of Life Church and the school.

Sincerely,



Danny Wegman
Senior Pastor



February 10, 2011

To Whom It May Concern:

Please allow this letter to serve as a written confirmation that Family Cathedral of Praise will provide all necessary startup funds as needed for Legacy Preparatory to establish a charter school, which includes but is not limited to the estimated \$425,000.

School will repay these funds at a future date under mutually agreed upon terms by and between Family Cathedral of Praise and the school.

Sincerely,

A handwritten signature in cursive script that reads "Harry Lee Sewell".

Harry Sewell
Senior Pastor

Attachment N

Start-up Budget

Application for an Open-Enrollment Charter School - Sixteenth Generation

Start-Up Budget Template Instructions

Instructions to complete Start-up budget template.

1. Enter the name of the sponsoring entity.
2. Enter the name of the proposed charter school:
3. Enter the date range for the proposed charter school's start-up budget: to
4. Enter data in cells requiring a number or indicating that a description needs to be entered. Totals and subtotals will automatically calculate.
5. To complete the budget template, use the Special Supplement to Financial Accounting and Reporting, Nonprofit Charter School Chart of Accounts to ensure that the account codes are used appropriately. The special supplement can be found in the School Finance Section of the TEA website.
6. The *Summary of Estimated Revenues and Expenses* reports the totals entered into the revenue and expenditure by object code classification. Data does not need to be entered into the summary page.
7. Enter information regarding beginning net assets to be made available to the charter school in the *Schedule of Net Assets at Beginning of Year*. Include a description and a dollar amount for each source of funds identified as a net asset. The sources of all nongovernmental grants, funding and gifts must be supported by the documentation included in Attachment M.
8. Enter information regarding revenues in the *Schedule of Estimated Revenues*. Include a description and a dollar amount for each source of funds identified as revenues. The sources of all nongovernmental grants, funding and gifts must be supported by the documentation included in Attachment M.
9. Enter information regarding expenditures in the *Schedule of Estimated Expenses*.
10. The start-up budget must identify all sources of funding and anticipated expenses. The revenues and expenses for each entry in the budget template must be supported with written calculations indicating how the amounts were derived. (For example, 3 teachers @ \$30,000 annual salary = \$90,000 salaries or wages entered to line 6119). These written calculations should be attached following the printout of the completed start-up budget template.
11. Forward a copy of the completed template including the supporting written calculations with the charter application.

Application for an Open-Enrollment Charter School - Sixteenth Generation
Summary of Estimated Revenues and Expenses

Pathway Charities, Inc.

Legacy Preparatory

Budget for the period

	01/01/12	to	09/30/12	
	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets at Beginning of Year	\$	\$	\$	\$
Total Estimated Revenues	\$ 850,000	\$	\$	\$ 850,000
Estimated Expenses:				
6100 Payroll Costs	571,109			571,109
6200 Professional and Contracted Services	30,500			30,500
6300 Supplies and Materials	186,281			186,281
6400 Other Operating Costs	20,000			20,000
6500 Debt Expenses				
Other Expenses				
Total Estimated Expenses	\$ 807,890	\$	\$	\$ 807,890
Change in Net Assets	\$ 42,110	\$	\$	\$ 42,110
Net Assets at End of Year	<u>\$ 42,110</u>	<u>\$</u>	<u>\$</u>	<u>\$ 42,110</u>

6/6/20

Application for an Open-Enrollment Charter School - Sixteenth Generation
Schedule of Net Assets at Beginning of Year

Pathway Charities, Inc.

Legacy Preparatory

Budget for the period

01/01/12

to

09/30/12

Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
Net Assets at Beginning of Year	\$	\$	\$	\$

Application for an Open-Enrollment Charter School - Sixteenth Generation
Schedule of Estimated Revenue

Pathway Charities, Inc.

Legacy Preparatory

Budget for the period

01/01/12

to

09/30/12

Description of Estimated Revenues	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Loan Proceeds	850,000			850,000
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
Total Estimated Revenues	\$ 850,000	\$	\$	\$ 850,000

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Application for an Open-Enrollment Charter School - Sixteenth Generation
Schedule of Estimated Expense

Pathway Charities, Inc.

Legacy Preparatory

Budget for the period

01/01/12

to

09/30/12

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6100 Payroll Costs				
6112 Salaries or Wages for Substitute Teachers				
6119 Salaries or Wages --Teacher and Other Professional Personnel	510,833			510,833
6121 Extra Duty Pay/Overtime - Support Personnel				
6129 Salaries or Wages for Support Personnel				
6139 Employee Allowances				
6141 Social Security/Medicare	7,407			7,407
6142 Group Health and Life Insurance	37,546			37,546
6143 Workers' Compensation	5,108			5,108
6145 Unemployment Compensation	2,298			2,298
6146 Teacher Retirement/TRS Care	7,917			7,917
6149 Employee Benefits				
Total Payroll Costs	\$ 571,109	\$	\$	\$ 571,109

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Application for an Open-Enrollment Charter School - Sixteenth Generation
Schedule of Estimated Expenses

Pathway Charities, Inc.

Legacy Preparatory

Budget for the period

01/01/12

to

09/30/12

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6200 Professional and Contracted Services				
6211 Legal Services	5,000			5,000
6212 Audit Services				
6219 Professional Services				
6221 Staff Tuition and Related Fees--Higher Education				
6222 Student Tuition--Public Schools				
6223 Student Tuition--Other than Public Schools				
6229 Tuition and Transfer Payments				
6239 Education Service Center Services				
6249 Contracted Maintenance and Repair				
6259 Utilities	5,500			5,500
6269 Rentals--Operating Leases				
6299 Miscellaneous Contracted Services	20,000			20,000
Total Professional and Contracted Services	\$ 30,500	\$	\$	\$ 30,500



Application for an Open-Enrollment Charter School - Sixteenth Generation
Schedule of Estimated Expenses

Pathway Charities, Inc.

Legacy Preparatory

Budget for the period

01/01/12

to

09/30/12

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6300 Supplies and Materials				
6311 Gasoline and Other Fuels for Vehicles (Including Buses)				
6319 Supplies for Maintenance and/or Operations				
6321 Textbooks				
6329 Reading Materials				
6339 Testing Materials				
6341 Food				
6342 Non-Food				
6343 Items for Sale				
6344 USDA Donated Commodities				
6349 Food Services Supplies				
6399 General Supplies	186,281			186,281
Total Payroll Costs	\$ 186,281	\$	\$	\$ 186,281

Application for an Open-Enrollment Charter School - Sixteenth Generation
Schedule of Estimated Expenses

Pathway Charities, Inc.

Legacy Preparatory

Budget for the period

01/01/12 to 09/30/12

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
<i>Estimated Expenses:</i>				
6400 Other Operating Costs				
6411 Travel and Subsistence--Employee Only				
6412 Travel and Subsistence--Students	2,500			2,500
6413 Stipends--Non-Employees				
6419 Travel and Subsistence--Non-Employees				
6429 Insurance and Bonding Costs	17,500			17,500
6449 Depreciation Expense				
6494 Reclassified Transportation Expenses				
6499 Miscellaneous Operating Costs				
Total Other Operating Costs	\$ 20,000	\$	\$	\$ 20,000

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Application for an Open-Enrollment Charter School - Sixteenth Generation
Schedule of Estimated Expenses

Pathway Charities, Inc.
 Legacy Preparatory

Budget for the period

01/01/12 to 09/30/12

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6500 Debt Expense				
6521 Interest on Bonds				
6522 Capital Lease Interest				
6523 Interest on Debt				
6529 Interest Expenses				
6599 Other Debt Fees				
Total Estimated Expenses	\$	\$	\$	\$

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Application for an Open-Enrollment Charter School - Sixteenth Generation
Schedule of Estimated Expenses

Pathway Charities, Inc.

Legacy Preparatory

Budget for the period

01/01/12

to

09/30/12

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Other Expenses				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
Total Other Expenses	\$	\$	\$	\$
Total Estimated Expenses	\$ 807,890	\$	\$	\$ 807,890

Narrative Account for Start-Up Budget**Student Enrollment Projection for:**

1. ONE CHARTER
2. THREE CAMPUSES
3. PROJECTED ENROLLMENT FOR EACH CAMPUS 400 = 1,200 TOTAL

Start Up budget for Year 1

Start Up: 1/1/12

First School Year will be Fall 2012

Revenue

5744 Gifts and Bequests Investment	850,000.00
Total Available Funds	850,000.00

Start-Up Costs

Payroll Costs	
Salaries	
Superintendent	52,500.00 90,000 Salary Hire March 1 - September 30
3 Principals	96,250.00 55,000 Salary Hire March 1 - September 30
3 Assistant Principals	22,500.00 45,000 Salary Hire August 1 - September 30
1 Back Office Business and PEIMS	23,333.33 40,000 Salary Hire March 1 - September 30
3 Clerk/Sec./Registrar	43,750.00 25,000 Salary Hire March 1 - September 30
6121 Total Salaries Support Personnel	238,333.33
6119 Teacher Salaries	272,500.00 Salary Hire August 15 - September 30 2,180,000
Total Salaries	510,833.33
6141 Medicare (.0145%)	7,407.08
6142 Health Insurance (7.35%)	37,546.25
6143 Workers Compensation (1%)	5,108.33
6145 Unemployment Compensation (.45%)	2,298.75
6146 Teacher Retirement (1.55%)	7,917.92
Total Payroll Costs	60,278.33
6210 Professional Services:	
6211 Legal Expenses	5,000.00
6221 Staff and Development and Training	COVERED in contracted training services
6250 Utilities	
6259 Utilities	5,500.00 Estimated at \$1500*3 per month with cable (internet)
6260 Rental-Operating Lease	
6269 Lease Expense-	COVERED no lease payment until October 1
6299 Advertising	20,000.00 Proterra Advertising Agency
Subtotal	30,500.00
6399 General Supplies	
Technology Supplies	52,598.62 office operations prior to school
Office Supplies	10,000.00 office operations prior to school
Postage	1,200.00 office operations prior to school
Supplies for Classrooms	1,500.00 office operations prior to school
Purchase & use of Accounting Software	COVERED no payment for use of software until October 1
Computers for Teachers	35,750.00
Class Room Furniture	85,233.25 Order March 1
Total General Supplies	186,281.87
6410 Travel, Subsistence and Stipends	2,500.00
6411 Travel and Subsistence-Employees Only	
Meals, lodging, and travel.	
6420	
6429 Insurance and Bonding Cost	
General & Professional Liability	12,500.00 Start July 1 - September 30
Property Insurance	5,000.00 insurance for property
6500 Debt Services	
Subtotal	20,000.00
Total Disbursements	807,893.54
Net Revenue	42,106.46

Furniture				
Quantity	Description	Unit Cost	Total Cost	Notes
55	Teacher Desk	\$ 398.50	\$ 21,917.50	All New Classroom Furniture, Have Existing
55	Teacher Chair	\$ 99.95	\$ 5,497.25	All New Classroom Furniture, Have Existing
50	Podium	\$ 286.02	\$ 14,301.00	All New Classroom Furniture, Have Existing
50	2 Door Storage Cabinet	\$ 260.50	\$ 13,025.00	All New Classroom Furniture, Have Existing
55	4x6 Corkboards	\$ 81.00	\$ 4,455.00	All New Classroom Furniture, Have Existing
100	Tables	\$ 216.20	\$ 21,620.00	All New Classroom Furniture, Have Existing
150	Student Chairs (K -2 Only)	\$ 29.45	\$ 4,417.50	All New Classroom Furniture, Have Existing
	Total Upfront Furniture Costs		\$ 85,233.25	
Technology				
Quantity	Description	Unit Cost	Total Cost	Notes
55	Laptops for teachers	\$ 650.00	\$ 35,750.00	Possibly tech allotment
5	Laptops for office	\$ 650.00	\$ 3,250.00	Possibly tech allotment
3	Printer/Scanner/Fax	\$ 1,500.00	\$ 4,500.00	3 mo cost (will lease for 12 months)
1	Rack-Mountable Server	\$ 3,500.00	\$ 3,500.00	
30	Phones (incl. licenses)	\$ 281.07	\$ 8,432.10	Used as Intercom as well
6	POE Switches (phone)	\$ 792.71	\$ 4,756.26	To split phone system
6	Data Switches	\$ 396.71	\$ 2,380.26	For our network
3	Routers	\$ 2,500.00	\$ 7,500.00	In WAN Cost
3	Wireless Access Points	\$ 300.00	\$ 900.00	
1	T1 Circuit	\$ 260.00	\$ 260.00	
3	Patch Panel	\$ 500.00	\$ 1,500.00	
90	Cabling Drops	\$ 150.00	\$ 13,500.00	
240	Patch cords	\$ 3.00	\$ 720.00	
1	UPS (battery backup)	\$ 500.00	\$ 500.00	
60	Power strips	\$ 15.00	\$ 900.00	
	Upfront Tech Costs		\$ 88,348.62	

APPROVED DURING CONTINGENCY PROCESS

#26

Narrative Account for Start-Up Budget

Student Enrollment Projection for:

1. ONE CHARTER
2. THREE CAMPUSES
3. PROJECTED ENROLLMENT FOR EACH CAMPUS 400 = 1,200 TOTAL

Start Up budget for Year 1

Start Up: 1/1/12 End date: 08/31/12

First School Year will be Fall 2012

Revenue

5744 Gifts and Bequests	0
5742 Investment	0
Total Revenues	0

Start-Up Costs

Payroll Costs	
Salaries	
Superintendent	45,000.00
3 Principals	82,500.00
3 Assistant Principals	11,250.00
1 Back Office Business and PEIMS	20,000.00
3 Clerk/Sec./Registrar	37,500.00
6121 Total Salaries Support Personnel	196,250.00
6119 Teacher Salaries	90,833.33
Total Salaries	287,083.33
6141 Medicare (.0145%)	4,162.71
6142 Health Insurance (7.35%)	21,100.63
6143 Workers Compensation (1%)	2,870.83
6145 Unemployment Compensation (.45%)	1,291.88
6146 Teacher Retirement (0.55%)	1,578.96
Total Payroll Costs	31,005.00
6210 Professional Services:	
6211 Legal Expenses	5,000.00
6221 Staff and Development and Training	
6250 Utilities	
6259 Utilities	5,500.00
6260 Rental-Operating Lease	
6269 Lease Expense-	
6299 Advertising	20,000.00
Subtotal	30,500.00
6399 Gernal Supplies	
Technology Supplies	52,598.62
Office Supplies	10,000.00
Postage	1,200.00
Supplies for Classrooms	1,500.00
Purchase & use of Accounting Software	
Computers for Teachers	35,750.00
Class Room Furniture	85,233.25
Total General Supplies	186,281.87
6410 Travel, Subsistence and Stipends	2,500.00
6411 Travel and Subsistence-Employees Only	
Meals, lodging, and travel.	
6420	
6429 Insurance and Bonding Cost	
General & Professional Liability	8,333.33
Property Insurance	5,000.00
6500 Debt Services-Interest	42,500.00
Subtotal	58,333.33
Total Expenditures	593,203.54
Net Revenues Over (Under) Expenses	(593,203.54)

← PEIMS

Attachment O
Budget for Year One of Operation

**Application for an Open-Enrollment Charter School - Sixteenth Generation
Budget Template Instructions**

Instructions to complete first year (and subsequent years, if required) budget template.

1. Enter the name of the sponsoring entity.
2. Enter the name of the proposed charter school:
3. Enter the date of the fiscal year end:
4. Enter data in cells requiring a number or indicating that a description needs to be entered. Totals and subtotals will automatically calculate.
5. To complete the budget template, use the Special Supplement to Financial Accounting and Reporting Nonprofit Charter School Chart of Accounts to ensure that the account codes are used appropriately. The special supplement can be found in the School Finance Section of the TEA website.
6. The *Summary of Estimated Revenues and Expenses* reports the totals entered into the revenue and expenditure by object code classification. Data does not need to be entered into the summary page.
7. Enter information regarding beginning net assets to be made available to the charter school in the *Schedule of Estimated Net Assets at Beginning of Year*. Include a description and a dollar amount for each net asset. The sources of all nongovernmental grants, funding and gifts must be supported by the documentation included in Attachment M.
8. Enter information regarding local revenues in the *Schedule of Estimated Local Revenues* (object code 5700). The sources of all nongovernmental grants, funding and gifts must be supported by the documentation included in Attachment M.
9. Enter information regarding state revenues in the *Schedule of Estimated State Revenues* (object code 5800)
10. Enter information regarding federal revenues in the *Schedule of Estimated Federal Revenues* (object code 5900)
11. Enter information regarding expenditures in the *Schedule of Estimated Expenses* (object code 6000)
12. The budget must identify all sources of funding and anticipated expenses. The revenues and expenses for each entry in the budget template must be supported with written calculations indicating how the amounts were derived. For example, 3 teachers @ \$30,000 annual salary = \$90,000 salaries or wages entered to line 6119). In addition, a reasonable planning estimate for average daily attendance (ADA) is \$6,000 per student. These written calculations should be attached following the printout of the completed budget template.
13. Forward a copy of the completed template including the supporting written calculations with the charter application.

Application for an Open-Enrollment Charter School - Sixteenth Generation
Summary of Estimated Revenues and Expenses

Pathway Charities, Inc.
 Legacy Preparatory School

Budget for the Fiscal Year Ended

	07/01/13			
	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets at Beginning of Year	\$ 42,106	\$	\$	\$ 42,106
Estimated Revenue				
5700 Local Sources				
5800 State Sources	6,888,960			6,888,960
5900 Federal Sources				
Other Sources				
Total Estimated Revenues	\$ 6,888,960	\$	\$	\$ 6,888,960
Estimated Expenses:				
6100 Payroll Costs	3,571,600			3,571,600
6200 Professional and Contracted Services	2,084,080			2,084,080
6300 Supplies and Materials	262,000			262,000
6400 Other Operating Costs	445,000			445,000
6500 Debt Expenses	21,250			21,250
Other Expenses	283,333			283,333
Total Estimated Expenses	\$ 6,667,263.33	\$	\$	\$ 6,667,263.33
Change in Net Assets	\$ 221,697	\$	\$	\$ 221,697
Net Assets at End of Year	\$ 263,803	\$	\$	\$ 263,803

381

Application for an Open-Enrollment Charter School - Sixteenth Generation
Schedule of Estimated Net Assets at Beginning of Year

Pathway Charities, Inc.
 Legacy Preparatory School

Budget for the Fiscal Year Ended

07/01/13

Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets Carried Forward from Start-Up Phase	42,106			42,106
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
Net Assets at Beginning of Year	\$ 42,106	\$	\$	\$ 42,106

202

Application for an Open-Enrollment Charter School - Sixteenth Generation
Schedule of Estimated Local Revenue

Pathway Charities, Inc.
 Legacy Preparatory School

Budget for the Fiscal Year Ended

07/01/13

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5719	Local Property Taxes Passed Through By School Districts				
5729	Local Revenues Resulting from Services Rendered to Other Schools				
5741	Earnings from Permanently Restricted Net Assets and Endowments				
5742	Earnings from Temporary Deposits and Investments				
5743	Rent				
5744	Gifts and Bequests				
5749	Other Revenues from Local Sources				
	[Enter description here.]				
	[Enter description here.]				
	[Enter description here.]				
5751	Food Service Activity				
5752	Athletic Activities				
5753	Extracurricular/Cocurricular Activities Other than Athletics				
5759	Cocurricular, Enterprising Services or Activities				
	[Enter description here.]				
	[Enter description here.]				
	[Enter description here.]				
5769	Miscellaneous Revenues from Intermediate Sources				
	[Enter description here.]				
	[Enter description here.]				
	[Enter description here.]				
Total Local Revenues		\$	\$	\$	\$

Application for an Open-Enrollment Charter School - Sixteenth Generation
Schedule of Estimated State Revenue

Pathway Charities, Inc.
 Legacy Preparatory School

Budget for the Fiscal Year Ended

07/01/13

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5811	Per Capita Apportionment	6,888,960			6,888,960
5812	Foundation School Program Act Entitlements				
5813	Foundation School Program Act Incentive Aid				
5819	Other Foundation School Program Act Revenues				
5829	State Program Revenues Distributed by Texas Education Agency				
5899	State Revenues from State of Texas Government Agencies				
	[Enter description here.]				
	[Enter description here.]				
	[Enter description here.]				
	Total State Revenues	\$ 6,888,960	\$	\$	\$ 6,888,960

Application for an Open-Enrollment Charter School - Sixteenth Generation
Schedule of Estimated Federal Revenue

Pathway Charities, Inc.
 Legacy Preparatory School

Budget for the Fiscal Year Ended

07/01/13

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5919	Federal Revenues Distributed Through Government Entities Other than State or Federal Agencies				
	[Enter description here.]				
	[Enter description here.]				
	[Enter description here.]				
5921	School Breakfast Program				
5922	National School Lunch Program				
5923	United States Department of Agriculture (USDA) Donated Commodities				
5929	Federal Revenues Distributed by Texas Education Agency				
	[Enter description here.]				
	[Enter description here.]				
	[Enter description here.]				
5931	School Health and Related Services				
5932	Medicaid Administrative Claiming Program				
5939	Federal Revenues Distributed by Other State of Texas Government Agencies				
5949	Federal Revenues Distributed Directly from the Federal Government				
	[Enter description here.]				
	[Enter description here.]				
	[Enter description here.]				
	Total Federal Revenues	\$	\$	\$	\$

Application for an Open-Enrollment Charter School - Sixteenth Generation
Schedule of Net Assets at Beginning of Year

Pathway Charities, Inc.
 Legacy Preparatory School

Budget for the Fiscal Year Ended

07/01/13

Description of Other Sources of Revenue	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
Total Other Sources	\$	\$	\$	\$

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Application for an Open-Enrollment Charter School - Sixteenth Generation
Schedule of Estimated Expenses

Pathway Charities, Inc.
 Legacy Preparatory School

Budget for the Fiscal Year Ended

07/01/13

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6100 Payroll Costs				
6112 Salaries or Wages for Substitute Teachers	19,600			19,600
6119 Salaries or Wages --Teacher and Other Professional Personnel	2,570,000			2,570,000
6121 Extra Duty Pay/Overtime - Support Personnel	70,000			70,000
6129 Salaries or Wages for Support Personnel	550,000			550,000
6139 Employee Allowances	6,300			6,300
6141 Social Security/Medicare	45,240			45,240
6142 Group Health and Life Insurance	219,030			219,030
6143 Workers' Compensation	31,200			31,200
6145 Unemployment Compensation	14,040			14,040
6146 Teacher Retirement/TRS Care	46,190			46,190
6149 Employee Benefits				
Total Payroll Costs	\$ 3,571,600	\$	\$	\$ 3,571,600

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Application for an Open-Enrollment Charter School - Sixteenth Generation
Schedule of Estimated Expenses

Pathway Charities, Inc.
 Legacy Preparatory School

Budget for the Fiscal Year Ended

07/01/13

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6200 Professional and Contracted Services				
6211 Legal Services	25,000			25,000
6212 Audit Services	5,000			5,000
6219 Professional Services	838,000			838,000
6221 Staff Tuition and Related Fees--Higher Education				
6222 Student Tuition--Public Schools				
6223 Student Tuition--Other than Public Schools				
6229 Tuition and Transfer Payments				
6239 Education Service Center Services				
6249 Contracted Maintenance and Repair	316,800			316,800
6259 Utilities	277,200			277,200
6269 Rentals--Operating Leases	622,080			622,080
6299 Miscellaneous Contracted Services				
Total Professional and Contracted Services	\$ 2,084,080	\$	\$	\$ 2,084,080

Application for an Open-Enrollment Charter School - Sixteenth Generation
Schedule of Estimated Expenses

Pathway Charities, Inc.
 Legacy Preparatory School

Budget for the Fiscal Year Ended

07/01/13

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6300 Supplies and Materials				
6311 Gasoline and Other Fuels for Vehicles (Including Buses)				
6319 Supplies for Maintenance and/or Operations				
6321 Textbooks				
6329 Reading Materials	50,000			50,000
6339 Testing Materials	12,000			12,000
6341 Food				
6342 Non-Food				
6343 Items for Sale				
6344 USDA Donated Commodities				
6349 Food Services Supplies				
6399 General Supplies	200,000			200,000
Total Supplies and Materials	\$ 262,000	\$	\$	\$ 262,000

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Application for an Open-Enrollment Charter School - Sixteenth Generation
Schedule of Estimated Expenses

Pathway Charities, Inc.
 Legacy Preparatory School

Budget for the Fiscal Year Ended

07/01/13

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6400 Other Operating Costs				
6411 Travel and Subsistence--Employee Only	25,000			25,000
6412 Travel and Subsistence--Students				
6413 Stipends--Non-Employees				
6419 Travel and Subsistence--Non-Employees				
6429 Insurance and Bonding Costs	150,000			150,000
6449 Depreciation Expense				
6494 Reclassified Transportation Expenses				
6499 Miscellaneous Operating Costs	270,000			270,000
Total Other Operating Costs	\$ 445,000	\$	\$	\$ 445,000
6500 Debt Expense				
6521 Interest on Bonds				
6522 Capital Lease Interest				
6523 Interest on Debt	21,250			21,250
6523 Interest Expenses				
6529 Interest Expenses				
6599 Other Debt Fees				
Total Other Operating Costs	\$ 21,250	\$	\$	\$ 21,250

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Application for an Open-Enrollment Charter School - Sixteenth Generation
Schedule of Estimated Expenses

Pathway Charities, Inc.
 Legacy Preparatory School

Budget for the Fiscal Year Ended

07/01/13

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
Other Expenses				
6500 StartUp Budget Retirement	283,333			283,333
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
Total Other Expenses	\$ 283,333	\$	\$	\$ 283,333
Total Estimated Expenses	\$ 6,383,930	\$	\$	\$ 6,383,930

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**Narrative Account for FIRST YEAR Budget
Student Enrollment Projection for:**

1. ONE CHARTER
2. THREE CAMPUSES
3. PROJECTED ENROLLMENT FOR EACH CAMPUS 400 = 1,200 TOTAL

First Year Budget Narrative 2012-2013

YEAR ONE BUDGET

Object Code	Amount	Description	Percentages
Revenue			
Carry forward from Start-up Phase	42,106.46		
5811 Per Capita Apportionment	6,888,960.00	1196 Students * \$6,000 * 96%ADA (avg Dallas ISD ADA over last three years)	
Total Revenue:	6,931,066.46		
Expenditures			
6100 Payroll Costs			
6112 Salaries or Wages for Substitute Teachers	19,600.00	Substitute pay (\$70 * # of teachers * 5 days)	0.28%
6119 Salaries or Wages --Teacher and Other Professional Personnel	2,570,000.00	Superintendent (1*\$90,000.00), Principal (3*\$55,000), Assistant Principal (3*\$45,000), Grade Teachers (47*\$40,000), Specials PE and Music/Art (6*\$30,000), Content Mastery (3*\$40,000) =	37.08%
6121 Extra Duty Pay/Overtime - Support Personnel	70,000.00	\$1,250 *73 full time =	1.01%
6129 Salaries or Wages for Support Personnel	550,000.00	Teacher's Aide for PE, Music/Art, Kindergarten Teachers (\$10,000 * 14 Aides = \$140,000); Business Manager/District PEIMS Coordinator (1*\$50,000), Clerk/Secretary/Registrar (3*\$25,000), Counselor (2*\$50,000) Nurse (3*\$40,000), Admin. Assistant to Sup (1*\$30,000) =	7.94%
6139 Employee Allowances	6,300.00	Cell phone allowance for 1 Superintendent, 3 Principals, and 3 Assistant Principals (\$75 * 12 mos *7 = \$1,200)	0.09%
6141 Medicare	45,240.00	.0145*6129+6119 of Salaries	0.65%
6142 Group Health and Life Insurance	219,030.00	.0735 *6129+6119 of Salaries	3.16%
6143 Workers' Compensation	31,200.00	.01*6129+6119 of Full time Salaries	0.45%
6145 Unemployment Compensation	14,040.00	.45* 6129+6119 of Salaries	0.20%
6146 Teacher Retirement/TRS Care	46,190.00	.0155*6129+6119 Full Time Salaries	0.67%
6200 Professional and Contracted Services	576,000.00	HelpCharters Back Office (=500*1200*.96) NOTE: See contract formula	8.31%
6200 Professional and Contracted Services	245,000.00	HelpCharters School Network Support (\$125,000 for first 400 + 156.25 per student after 400 students) =125,000*(500*156.25) NOTE: See contract formula	3.53%
6211 Legal Services	25,000.00	Retainer for legal council; to be used as needed for policy development and employment issues	0.36%
6212 Audit Services	5,000.00	Annual audit	0.07%
6219 Professional Services	17,000.00	\$7,000 Prime Time Marketing and Services + \$5,000 Tx Charter School Association Membership + \$5,000 Right to Succeed Foundation Membership	0.25%
6249 Contracted Maintenance and Repair	316,800.00	Estimation for Three Properties - Took One tenet's Maintenance and Repair for prior year of 160,000 * 66% = \$X * 3 (flat fee to landlord for janitorial service included)	4.57%
6259 Utilities	277,200.00	Estimation for Three Properties - Took One tenet's Utilities for prior year of \$140,000 * 66% = \$X * 3	4.00%
6269 Rentals--Operating Leases	622,080.00	\$45 ADA per student monthly*1,200*96%Attendance*12= (total of three properties)	8.98%
6329 Reading Materials	50,000.00	Supplemental reading materials used by classroom teachers (\$5 per book *10,000 = \$50,000)	0.72%
6339 Testing Materials	12,000.00	Standardized testing materials for bench marking and monitoring progress of all students. (\$10 * # of students =)	0.17%
6399 General Supplies	200,000.00	General office supplies and materials; Supplies and equipment for school: 90 computers for students @ \$1,000 each (30 computers at each campus); consumable instructional supplies; curriculum supplies; and software applications for students.	2.89%
6400 Other Operating Expenses			
6411 Travel and Subsistence--Employee Only	25,000.00	Travel and subsistence for the Superintendent and Board Members needed for travel related to required meetings, recruiting staff, and seminars.	0.36%
6429 Insurance and Bonding Costs	150,000.00	Funds for building liability insurance, D&O insurance, and fire and hazard building insurance for three properties	2.16%
6499 Miscellaneous Operating Costs	270,000.00	Includes fees and dues; bid notices; food/refreshment for school related meetings; and newspaper advertisements.	3.90%
6500 Debt Expense			
6500 Start Up Retirement	283,333.33	StartUp Debt Service \$STARTUP NUMBER/36= Monthly Payment*12	0.04087875
6523 Interest on Debt	21,250.00	StartUp Debt Service Interest 7.5%*\$ Total Number=\$X/36 months (3 year payback)	0.003065906
TOTAL EXPENSE:	6,667,263.33		96.19%
Net Income:	263,803.13		

BreakDown of Revenue

education	\$ 4,460,183.33	64.35%
facilities (rent, utilities, maintenance, repair)	\$ 1,216,080.00	17.55%
district (Sup., Admin Assistant, Bus. Mgr, Back Office, School Network Support)	\$ 991,000.00	14.30%
	\$ 6,667,263.33	96.19%

Elementary and 7th Grade Breakdown By Grade for 2012-2013

Based on Current Enrollment of 129 Students

This changes the whole equation

	Students	Number of Classes	Avg. Students Per Class	Total Salaries	Teacher Salary Exp. Per Student
K-5	200	8	25.0	\$ 360,000.00	\$ 1,800.00
1st Grade	200	8	25.0	\$ 360,000.00	\$ 1,800.00
2nd Grade	200	8	25.0	\$ 360,000.00	\$ 1,800.00
3rd Grade	200	8	25.0	\$ 360,000.00	\$ 1,800.00
4th Grade	200	8	25.0	\$ 360,000.00	\$ 1,800.00
7th Grade	196	7	28.0	\$ 315,000.00	\$ 1,607.14
Total	1196	47	25.4	\$ 2,115,000.00	\$ 1,768.39

Projections 2012-2013 (K-4 and 7th Grade Startup Model - 1,200 Students)

Number	Function 11 - Instructional	\$ Per Staff	Total	Narrative
8	Kindergarten Teachers	\$40,000	\$320,000	
8	1st Grade Teachers	\$40,000	\$320,000	
8	2nd Grade Teachers	\$40,000	\$320,000	
8	3rd Grade Teachers	\$40,000	\$320,000	
8	4th Grade Teachers	\$40,000	\$320,000	
7	7th Grd (ELA, Math, Social Studies, Science)	\$40,000	\$280,000	
47	Total Number of K-4 and 7 Grade Teachers		\$1,880,000	
3	PE Teacher	\$30,000	\$90,000	
3	PE Aide	\$10,000	\$30,000	
3	Music/Art Teacher	\$30,000	\$90,000	
3	Music/Art Aide	\$10,000	\$30,000	
3	Content Mastery Teacher	\$40,000	\$120,000	
15	Total Specials		\$360,000	minus aides
56	Total Number for Instructional Teachers Used for Substitute Formula			
12	Special Education Teacher	\$20,000	\$240,000	Contracted Certified SPED teachers
8	Kindergarten/Instructional Aides	\$10,000	\$80,000	
20	Part Time Support Personnel		\$320,000	
	Total Instructional		\$2,560,000	with Aides and contracted SPED
Number	Function 23 - School Leadership	\$ Per Staff	Total	
1	Superintendent	\$90,000.00	\$90,000.00	
3	Principal	\$55,000	\$165,000	1 Principal per campus
3	Assistant Principal	\$45,000	\$135,000	1 AP per campus
1	Business Manager/District PEIIMS Coordinator	\$50,000	\$50,000	
1	Administrative Assistant to Superintendent	\$30,000	\$30,000	
3	Clerk/Secretary/Registerar	\$25,000	\$75,000	
12	Total School Leadership		\$545,000	
Number	Function 31 - Guidance Counseling	\$ Per Staff	Total	
3	Counselor/Special Programs	\$45,000	\$135,000	
3	Total Guidance Counseling		\$135,000	
Number	Function 33 - Health Services	\$ Per Staff	Total	
3	Health Services - Nurse	\$40,000	\$120,000	
3	Total Health Service		\$120,000	
	Total Instructional/Specials/Counseling/Nurse		\$2,435,000	NO Aides or Part Time Personnel Included
	Total Leadership		\$545,000	Total School Leadership
	Grand Total All Campus Positions w/o aides and part time personnel		\$2,980,000	helps calculate TRS and health insurance
	Total Number of Salaries		\$3,120,000	with aides
80	Total Number of Full Time Employers	Employee Bene	\$2,980,000	NO Aides or Part Time Personnel Included

APPROVED DURING CONTINGENCY PROCESS

#2,6

Narrative Account for FIRST YEAR Budget

Student Enrollment Projection for:

1. ONE CHARTER
2. THREE CAMPUSES
3. PROJECTED ENROLLMENT FOR EACH CAMPUS 400 = 1,200 TOTAL

First Year Budget Narrative 2012-2013

09/01/12-08/31/13

YEAR ONE BUDGET

Object Code	Amount	Description
Revenue		
5700 Local Revenues		
5900 Federal Revenues		
5812 Foundation Revenue	6,888,960.00	1196 Students * \$6,000 * 96%ADA (avg. Dallas ISD ADA over last three years)
Total Revenue:	6,888,960.00	
Expenditures		
6100 Payroll Costs		
6112 Salaries or Wages for Substitute Teachers	19,600.00	Substitute pay (\$70 * # of teachers * 5 days)
6119 Salaries or Wages --Teacher and Other Professional Personnel	2,570,000.00	Superintendent (1*\$90,000.00), Principal (3*\$55,000), Assistant Principal (3*\$45,000), Grade Teachers (47*\$40,000), Specials PE and Music/Art (6*\$30,000), Content Mastery (3*\$40,000) =
6121 Extra Duty Pay/Overtime - Support Personnel	91,250.00	\$1,250 *73 full time =
6129 Salaries or Wages for Support Personnel	\$515,000	Teacher's Aide for PE, Music/Art, Kindergarten Teachers (\$10,000 * 14 Aides = \$140,000); Business Manager/District PEIMS Coordinator (1*\$50,000), Clerk/Secretary/Registrar (3*\$25,000), Counselor (2*\$50,000) Nurse (3*\$40,000), Admin. Assistant to Sup (1*\$30,000)
6139 Employee Allowances	6,300.00	Cell phone allowance for 1 Superintendent, 3 Principals, and 3 Assistant Principals (\$75 * 12 mos *7 = \$1,200)
6141 Medicare	44,732.50	.0145*6129+6119 of Salaries
6142 Group Health and Life Insurance	\$211,312.50	.0735 *6129+6119 of Salaries
6143 Workers' Compensation	\$30,850.00	.01*6129+6119 of Full time Salaries
6145 Unemployment Compensation	\$13,882.50	.0045*6129+6119 of Salaries
3,519,895.00 6146 Teacher Retirement/TRS Care	\$18,967.50	.0055*6129+6119 Full Time Salaries
6399 Educational Software	578,000.00	HelpCharters Back Office (=500*1200*.96) NOTE: See contract formula
6200 Professional and Contracted Services	245,000.00	HelpCharters School Network Support (\$125,000 for first 400 + 156.25 per student after 400 students) =125,000*(500*156.25) NOTE: See contract formula
6211 Legal Services	25,000.00	Retainer for legal council; to be used as needed for policy development and employment issues
6212 Audit Services	20,000.00	Annual audit
6219 Professional Services	17,000.00	\$7,000 Prime Time Marketing and Services + \$5,000 Tx Charter School Association Membership + \$5,000 Right to Succeed Foundation Membership
6249 Contracted Maintenance and Repair	316,800.00	Estimation for Three Properties - Took One tenet's Maintenance and Repair for prior year of 160,000 * 66% = \$X * 3 (flat fee to landlord for janitorial service included)
6259 Utilities	277,200.00	Estimation for Three Properties - Took One tenet's Utilities for prior year of \$140,000 * 66% = \$X * 3
1,523,080.00 6269 Rentals--Operating Leases	622,080.00	\$45 ADA per student monthly*1,200*96%Attendance*12= (total of three properties)
6329 Reading Materials	50,000.00	Supplemental reading materials used by classroom teachers (\$5 per book *10,000 = \$50,000)
6339 Testing Materials	12,000.00	Standardized testing materials for bench marking and monitoring progress of all students. (\$10 * # of students =)
838,000.00 6399 General Supplies	200,000.00	General office supplies and materials; Supplies and equipment for school: 90 computers for students @ \$1,000 each (30 computers at each campus); consumable instructional supplies; curriculum supplies; and software applications for students.
6400 Other Operating Expenses		
6411 Travel and Subsistence--Employee Only	25,000.00	Travel and subsistence for the Superintendent and Board Members needed for travel related to required meetings, recruiting staff, and seminars.
6429 Insurance and Bonding Costs	150,000.00	Funds for building liability insurance, D&O insurance, and fire and hazard building insurance for three properties
445,000.00 6499 Miscellaneous Operating Costs	270,000.00	Includes fees and dues; bid notices; food/refreshment for school related meetings; and newspaper advertisements.
6500 Debt Expense		
6500 Start Up Retirement		StartUp Debt Service \$STARTUP NUMBER/36=Monthly Payment*12
6523 Interest on Debt	85,000.00	StartUp Debt Service Interest 10.0%*\$850,000
TOTAL EXPENSE:	6,410,975.00	
Net Income:	477,985.00	
Carry forward from Start-up Phase	(593,203.54)	
Net Asset End of period	(115,218.54)	

PEIMS

Help
Charters

Attachment 0 - Budget for Year One of Operation

Question 7: For each item discussed below, the charter applicant should submit explanations, corrections or revisions regarding the budget for year one:

a. Page 392, the calculation for (6121) Extra Duty Pay/Overtime-Support Personnel, is incorrect by \$21,250.

Please see arrow labeled 7a. on attachment.

b. Page 392, the calculation for (6129) Salaries and Wages for Support Personnel is incorrect by \$35,000.

Please see arrow labeled 7b. on attachment.

c. Page 392, the calculation for (6141) Medicare is incorrect by \$507.50.

Please see arrow labeled 7c. on attachment.

d. Page 392, the calculation for (6142) Group Health and Life Insurance is incorrect by \$7,717.50.

Please see arrow labeled 7d. on attachment.

e. Page 392, the calculation for (6143) Workers' Compensation is incorrect by \$350.00.

Please see arrow labeled 7e. on attachment.

f. Page 392, the calculation for (6145) Unemployment Compensation is incorrect by \$1,374,210.

Please see arrow labeled 7f. on attachment.

g. Page 392, the calculation for (6146) Teacher Retirement/TRS is incorrect by \$1,627.50.

Please see arrow labeled 7g. on attachment.

h. Page 392 did not identify a technology director or bilingual/ESL teacher under payroll costs (6100).

The technology director position will be contracted out since a full time director will not be needed immediately upon opening in 2012.

Bilingual teacher positions have been lumped in with the mainstream teacher positions.

APPROVED DURING CONTINGENCY PROCESS

Narrative Account for FIRST YEAR Budget Student Enrollment Projection for:

1. ONE CHARTER
2. THREE CAMPUSES
3. PROJECTED ENROLLMENT FOR EACH CAMPUS 400 = 1,200 TOTAL

First Year Budget Narrative 2012-2013

09/01/12-08/31/13

YEAR ONE BUDGET

Revenue	Object Code	Amount	Description
5700 Local Revenues			
5900 Federal Revenues			
5812 Foundation Revenue		6,888,960.00	1196 Students * \$6,000 * 96%ADA (avg. Dallas ISD ADA over last three years)
Total Revenue:		6,888,960.00	
Expenditures			
6100 Payroll Costs			
6112 Salaries or Wages for Substitute Teachers		19,600.00	Substitute pay (\$70 * # of teachers * 5 days)
6119 Salaries or Wages --Teacher and Other Professional Personnel		2,570,000.00	Superintendent (1*\$90,000.00), Principal (3*\$55,000), Assistant Principal (3*\$45,000), Grade Teachers (47*\$40,000), Specials PE and Music/Art (6*\$30,000), Content Mastery (3*\$40,000) =
6121 Extra Duty Pay/Overtime - Support Personnel		91,250.00	\$1,250 * 73 full time =
6129 Salaries or Wages for Support Personnel		\$515,000	Teacher's Aide for PE, Music/Art, Kindergarten Teachers (\$10,000 * 14 Aides = \$140,000); Business Manager/District PE/IMS Coordinator (1*\$50,000), Clerk/Secretary/Registrar (3*\$25,000), Counselor (2*\$50,000) Nurse (3*\$40,000), Admin. Assistant to Sup (1*\$30,000)
6139 Employee Allowances		6,300.00	Cell phone allowance for 1 Superintendent, 3 Principals, and 3 Assistant Principals (\$75 * 12 mos * 7 = \$1,200)
6141 Medicare		44,732.50	.0145*6129+6119 of Salaries
6142 Group Health and Life Insurance		\$211,312.50	.0735 *6129+6119 of Salaries
6143 Workers' Compensation		\$30,850.00	.01*6129+6119 of Full time Salaries
6145 Unemployment Compensation		\$13,882.50	.0045* 6129+6119 of Salaries
6146 Teacher Retirement/TRS Care		\$16,967.50	.0055*6129+6119 Full Time Salaries
6399 Educational Software		576,000.00	HelpCharters Back Office (=500*1200*.96) NOTE: See contract formula
6200 Professional and Contracted Services		245,000.00	HelpCharters School Network Support (\$125,000 for first 400 + 156.25 per student after 400 students) =125,000*(500*156.25) NOTE: See contract formula
6211 Legal Services		25,000.00	Retainer for legal council; to be used as needed for policy development and employment issues
6212 Audit Services		20,000.00	Annual audit
6219 Professional Services		17,000.00	\$7,000 Prime Time Marketing and Services + \$5,000 Tx Charter School Association Membership + \$5,000 Right to Succeed Foundation Membership
6249 Contracted Maintenance and Repair		316,800.00	Estimation for Three Properties - Took One tenet's Maintenance and Repair for prior year of 160,000 * 66% = \$X * 3 (flat fee to landlord for janitorial service included)
6259 Utilities		277,200.00	Estimation for Three Properties - Took One tenet's Utilities for prior year of \$140,000 * 66% = \$X * 3
6269 Rentals--Operating Leases		622,080.00	\$45 ADA per student monthly*1,200*96%Attendance*12= (total of three properties)
6329 Reading Materials		50,000.00	Supplemental reading materials used by classroom teachers (\$5 per book *10,000 = \$50,000)
6339 Testing Materials		12,000.00	Standardized testing materials for bench marking and monitoring progress of all students. (\$10 * # of students =)
6399 General Supplies		200,000.00	General office supplies and materials; Supplies and equipment for school: 90 computers for students @ \$1,000 each (30 computers at each campus); consumable instructional supplies; curriculum supplies; and software applications for students.
6400 Other Operating Expenses			
6411 Travel and Subsistence--Employee Only		25,000.00	Travel and subsistence for the Superintendent and Board Members needed for travel related to required meetings, recruiting staff, and seminars.
6429 Insurance and Bonding Costs		150,000.00	Funds for building liability insurance, D&O insurance, and fire and hazard building insurance for three properties
6499 Miscellaneous Operating Costs		270,000.00	Includes fees and dues; bid notices; food/refreshment for school related meetings; and newspaper advertisements.
6500 Debt Expense			
6500 Start Up Retirement		-	StartUp Debt Service \$STARTUP NUMBER/36=Monthly Payment*12
6523 Interest on Debt		85,000.00	StartUp Debt Service Interest 10.0%*\$850,000
TOTAL EXPENSE:		6,410,975.00	
Net Income:		477,985.00	
Carry forward from Start-up Phase		(593,203.54)	
Net Asset End of period		(115,218.54)	

7.a

7.b

7.c

7.d

7.e

3,519,895.00

7.f

1,523,080.00

838,000.00

445,000.00

Financial Contingencies

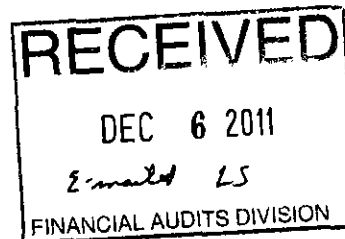
APPROVED DURING CONTINGENCY PROCESS

Human Resources Information

Question 1: Section 10(i) discusses training for the PEIMS Coordinator (Business Administrator. In addition, on page 392, professional and contractual services from Help Charters School Network Back Office were identified. However, there was no listing in the budgets for these expenses. Please explain these differences.

The HelpCharters School Model Support is clearly in the budget as well as HelpCharters Back Office. Please see how it's displayed in the budget in the attachment.

APPROVED DURING CONTINGENCY PROCESS



Narrative Account for FIRST YEAR Budget
Student Enrollment Projection for:

1. ONE CHARTER
2. THREE CAMPUSES
3. PROJECTED ENROLLMENT FOR EACH CAMPUS 400 = 1,200 TOTAL

First Year Budget Narrative 2012-2013
09/01/12-08/31/13

YEAR ONE BUDGET

Revenue	Object Code	Amount	Description
5700 Local Revenues			
5900 Federal Revenues			
5812 Foundation Revenue		6,888,960.00	1196 Students * \$6,000 * 96%ADA (avg. Dallas ISD ADA over last three years)
Total Revenue:		6,888,960.00	
Expenditures			
6100 Payroll Costs			
6112 Salaries or Wages for Substitute Teachers		19,600.00	Substitute pay (\$70 * # of teachers * 5 days)
6119 Salaries or Wages - Teacher and Other Professional Personnel		2,633,000.00	Superintendent (1*\$90,000.00), Principal (3*\$55,000), Assistant Principal (3*\$45,000), Grade Teachers (47*\$40,000), Bilingual/ESL Stipend (21*\$3,000) Specials PE and Music/Art (6*\$30,000), Content Mastery (3*\$40,000) =
6121 Extra Duty Pay/Overtime - Support Personnel		91,250.00	\$1,250 * 73 full time =
6129 Salaries or Wages for Support Personnel		\$565,000	Teacher's Aide for PE, Music/Art, Kindergarten Teachers (\$10,000 * 14 Aides = \$140,000); Business Manager/District PEIIMS Coordinator (1*\$50,000), Clerk/Secretary/Registrar (3*\$25,000), Counselor (2*\$50,000) Nurse (3*\$40,000), Admin. Assistant to Sup (1*\$30,000) Technology Director (1*\$50,000)
6139 Employee Allowances		6,300.00	Cell phone allowance for 1 Superintendent, 3 Principals, and 3 Assistant Principals (\$75 * 12 mos * 7 = \$1,200)
6141 Medicare		46,371.00	.0145*6129+6119 of Salaries
6142 Group Health and Life Insurance		\$226,747.50	.0735 * 515,000*2570000 of Salaries
6143 Workers' Compensation		\$30,850.00	.01*6129+6119 of Full time Salaries
6145 Unemployment Compensation		\$13,882.50	.0045* 6129+6119 of Salaries
6146 Teacher Retirement/TRS Care		\$16,967.50	.0055*6129+6119 Full Time Salaries
6399 Educational Software		576,000.00	HelpCharters Back Office (=500*1200*.96) NOTE: See contract formula
6200 Professional and Contracted Services		245,000.00	HelpCharters School Network Support (\$125,000 for first 400 + 156.25 per student after 400 students) = 125,000*(500*156.25) NOTE: See contract formula
6211 Legal Services		25,000.00	Retainer for legal council; to be used as needed for policy development and employment issues
6212 Audit Services		20,000.00	Annual audit
6219 Professional Services		17,000.00	\$7,000 Prime Time Marketing and Services + \$5,000 Tx Charter School Association Membership + \$5,000 Right to Succeed Foundation Membership
6249 Contracted Maintenance and Repair		316,800.00	Estimation for Three Properties - Took One tenet's Maintenance and Repair for prior year of 160,000 * 66% = \$X * 3 (flat fee to landlord for janitorial service included)
6259 Utilities		277,200.00	Estimation for Three Properties - Took One tenet's Utilities for prior year of \$140,000 * 66% = \$X * 3
1,523,080.00 6269 Rentals—Operating Leases		622,080.00	\$45 ADA per student monthly*1,200*96%Attendance*12= (total of three properties)
6329 Reading Materials		50,000.00	Supplemental reading materials used by classroom teachers (\$5 per book *10,000 = \$50,000)
6339 Testing Materials		12,000.00	Standardized testing materials for bench marking and monitoring progress of all students. (\$10 * # of students =)
838,000.00 6399 General Supplies		200,000.00	General office supplies and materials; Supplies and equipment for school: 90 computers for students @ \$1,000 each (30 computers at each campus); consumable instructional supplies; curriculum supplies; and software applications for students.
6400 Other Operating Expenses			
6411 Travel and Subsistence—Employee Only		25,000.00	Travel and subsistence for the Superintendent and Board Members needed for travel related to required meetings, recruiting staff, and seminars.
6429 Insurance and Bonding Costs		150,000.00	Funds for building liability insurance, D&O insurance, and fire and hazard building insurance for three properties
445,000.00 6499 Miscellaneous Operating Costs		270,000.00	Includes fees and dues; bid notices; food/refreshment for school related meetings; and newspaper advertisements.
6500 Debt Expense			
6500 Start Up Retirement		-	StartUp Debt Service \$STARTUP NUMBER/36=Monthly Payment*12
6523 Interest on Debt		85,000.00	StartUp Debt Service Interest 10.0%*\$850,000
TOTAL EXPENSE:		6,541,048.50	
Net Income:		347,911.50	
Carry forward from Start-up Phase		(593,203.54)	
Net Asset End of period		(245,292.04)	

BreakDown of Expenses

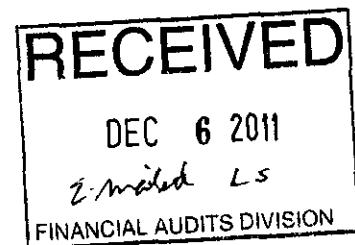
education	\$	4,333,968.50	62.91%
facilities (rent, utilities, maintenance, repair)	\$	1,216,080.00	17.65%
district (Sup., Admin Assistant, Bus. Mgr, Back Office, School Network Support)	\$	991,000.00	14.39%
	\$	6,541,048.50	94.95%

APPROVED DURING CONTINGENCY PROCESS

Additional Information Needed

Generation 16 Applicant

Proposed Charter School Name: Legacy Preparatory
Sponsoring Entity: Pathway Charities, Inc.
Employer ID Number (EIN): 32-026537079



Human Resources Information

Question 1: Section 10, i. discusses training for the PEIMS Coordinator (Business Administrator). In addition, on page 392, professional and contractual services from Help Charters School Network Back Office were identified. However, there was no listing in the budgets for these expenses. Please explain these differences.

Additional information needed:

Question 1 is concerning the budgeting of training for the PEIMS Coordinator not the salary. Please provide information on the budgeting of training for the PEIMS Coordinator.

OK

Answer: The PEIMS Coordinator training costs are included in the service contract for the HelpCharters Back Office service contract.

Attachment M - Documentation Verifying All sources of Funding

Question 5: Section 11.m., instructed the charter applicant to submit as Attachment M documentation verifying all nongovernmental sources of funding (i.e., letters of credit, letters from donors, loan agreements, notices of grant awards, etc). The charter applicant submitted letters from Pathway of Life Church and Family Cathedral of Praise stating that they will provide all necessary start-up funds for the proposed charter school, which includes but is not limited to the estimated

APPROVED DURING CONTINGENCY PROCESS

\$850,000. The letters also states that the school will repay these funds under mutually agreed upon terms between the Pathway of Life Church, the Family Cathedral Praise and the school. If approved for a charter, please submit copies of the executed loan documents related to the start-up funding as discussed above.

Additional information needed:

The start-up budget list loan proceeds of \$850,000. The Revolving line of credit in the response list \$593,500, a difference of \$265,000. Please provide a revised start-up budget which lists the correct fiscal year-end and accounts for the changes in revenues and expenses.

64

Answer: Please see corrected budget attached.

Attachment O - Budget for Year One of Operation

Question 7: For each item discussed below, the charter applicant should submit explanations, corrections or revisions regarding the budget for Year One:

- d. Page 392, the calculation for (6142) Group Health and Life Insurance is incorrect by \$7,717.50.

Additional information needed:

The original amount listed in the worksheet was understated by \$7,717.50 not overstated. Please provide a revised year one budget which lists the corrected amount of \$226,747.50 (.0735\$515,000*\$2,570,000) for 6142 Group Health and Life Insurance. ✓*

✓ Answer: Please see corrected budget attached.

- h. Page 392 did not identify a Technology Director or Bilingual/ESL teacher under payroll costs (6100).

Additional information needed:

The year one budget revisions did not identify a Technology Director or Bilingual/ESL teacher under payroll costs (6100). Please provide a revised year one budget worksheet which accounts for the Technology Director or Bilingual/ESL teacher under payroll costs or provide additional information which explains this difference.

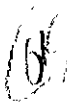
Additional information needed:

Please provide a revised year one budget which lists the corrected fiscal year and accounts for the changes in revenues and expenses.

Attachment P

Negotiated Service Agreements

APPROVED DURING CONTINGENCY PROCESS

 *Answer:* The technology director position will be contracted out since a full time director will not be needed immediately upon opening in 2012. Please see the updated budget that includes that cost.

Bilingual teacher positions have been lumped in with the mainstream teacher positions. A stipend amount has been added to the budget for up to 21 teachers. This is a proposed amount since we cannot know until we enroll students exactly how many bilingual teachers we will need.

Attachment P - Negotiated Service Agreement

Question 8: The charter applicant indicates the proposed charter school plans to negotiate service agreements to provide financial accounting software services, student software systems services, and food services. The charter holder must submit all negotiated service agreements if approved for a charter.

Additional information needed:

The start up year budget revisions did not identify any July 2012, 6269 Rental – Operating Lease expenditures. Please provide additional information which explains this difference.

 *Answer:* As per the agreement with all three landlords, the first rental payment is not due until Oct. 1, 2011.

PROPRIETARY MATERIAL

3 pages have been withheld

PLEASE NOTE: The responsive information contains proprietary information that can only be made available to you for viewing in person. Because the information indicates that it is proprietary, you may review this information in person during normal business hours at TEA. If you are interested in reviewing the proprietary information, please send an email to accred@tea.state.tx.us to schedule an appointment.

SALES/MARKETING AGREEMENT

This Sales/Marketing Agreement (hereinafter referred to as the "Agreement") is made and entered into as of the 1ST day of October 2009 (hereinafter referred to as the "Effective Date"), by and between PrimeTimePlayer (hereinafter referred to as "PTP"), of 4400 Panola Avenue Fort Worth, Texas, 76103, and [SCHOOL NAME]s (hereinafter referred to as "[SCHOOL NAME]"), with its Corporate Offices at [SCHOOL ADDRESS]. Collectively, PTP and [SCHOOL NAME] shall hereinafter be referred to as the "Parties", and each individually as a "Party".

WITNESSETH:

WHEREAS, PTP is a professional business development group that specializes in Marketing, Sales, Consulting, Fundraising and Strategic Business Planning;

WHEREAS, [SCHOOL NAME] is a Charter School specializing in the education and personal development of students from grades K - 12;

WHEREAS, [SCHOOL NAME] desires to further expand its model in the educational markets throughout the nation and would like to utilize PTP to accomplish the same;

WHEREAS, PTP and [SCHOOL NAME] desire to enter into an Agreement whereby PTP will be the sales/marketing, promotion and business development arm of [SCHOOL NAME];

NOW, THEREFORE, for and in consideration of the covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. ***Obligations of the Parties.*** PTP agrees to reasonably cooperate with and provide assistance to [SCHOOL NAME] in matters relating to its marketing, business development and expansion activities. PTP's obligations hereunder (referred to hereinafter as "Obligations"), shall include, but are not limited to, the following:
 - (a) ***Corporate Partnerships.*** PTP shall introduce the business vision of [SCHOOL NAME] to its vast corporate circle of influence that includes but is not limited to: CEOs, CFOs VPs and other corporate decision makers for the purpose of garnering financial support from the same. In addition, PTP will customize marketing materials and sales presentations to this demographic.
 - (b) ***Negotiating Contracts.*** PTP shall use its best efforts to negotiate favorable contracts for sponsorship deals, new partnerships, special events and strategic alliances to foster the statewide and nationwide growth, development and recognition of [SCHOOL NAME].
 - (c) ***Fundraising Campaigns.*** PTP will utilize best efforts to generate additional revenue for [SCHOOL NAME] by developing fundraising campaigns geared toward groups that include but are not limited to:
 - i. ***Professional Sports Organizations***
 1. **Sales Method -** Effective upon the execution of this Agreement, PTP will identify and make contact with decision makers of professional sports organizations. PTP will customize proposals, send the proposals to the professional sports organizations and track the status of the same on an ongoing basis. Where possible and when necessary, PTP will travel to the corporate offices to make face to face presentations to decision makers within these organizations.

ii. *Foundations*

1. Sales Method - Effective upon the execution of this Agreement, PTP will identify and make contact with the decision makers of local and national foundations that have a history of financially supporting efforts that enhance the lives of youth. In addition, PTP will utilize best efforts to secure resources from foundations that have a pre-existing relationship with PTP. Where possible and when necessary, PTP will travel to the corporate offices to make face to face presentations to decision makers within these organizations

iii. *Local and Regional Businesses*

1. Sales Method- Effective upon the execution of this Agreement, PTP will develop a fundraising campaign that allows small business owners to participate in funding [SCHOOL NAME] charter schools in its area. PTP will mobilize members of its sales team to customize and present the benefits of donating monthly, semi annually or annually to [SCHOOL NAME].

iv. *Private Donor Partners*

1. Sales Method – Effective upon the execution of this Agreement, PTP will utilize best efforts to secure donations for [SCHOOL NAME] from its vast circle of influence that includes but is not limited to: philanthropic groups and individuals, retired entrepreneurs and executives, and non-profit organizations that have a history of donating to worthwhile causes.

v. *Special Events*

1. Sales Method – Within three months of the Execution of this Agreement, PTP will plan, develop and organize three (3) special fundraising events per year. The minimum goal for each event will be \$100,000. All events will be subject to approval by [SCHOOL NAME].

vi. *In – Kind Donations*

1. Sales Method- Effective upon the execution of this Agreement, PTP will utilize best efforts to secure in-kind donations from its current and future circle of influence. In-Kind donations include but are not limited to: professional services, merchandise, retail products, office equipment, computers, airline tickets, hotel accommodations and business use vehicles.

(d) Circle of Influence. PTP shall utilize best efforts introduce [SCHOOL NAME] to its current and future circle of influence which includes but is not limited to: National Sports Organizations, Medical Centers, Foundations, Non-Profit Organizations, Philanthropists, Professional Service Providers; Corporate Executives, Universities, City Officials, Current and Former Professional Athletes and Major Brands.

(e) Property/Land Acquisition. PTP will utilize best efforts to identify, negotiate and close favorable land/property deals to assist [SCHOOL NAME] in its expansion efforts. This includes but is not limited to: leveraging relationships and customizing

presentations for city officials, community leaders and local business owners that are motivated to make best use of its land/ property.

- (f) **University Partnerships.** PTP will plan, develop and implement a business model customized for universities that want to organize, brand and/or operate a charter school in partnership with [SCHOOL NAME]. PTP will train [SCHOOL NAME] staff members on the model and the presentation steps required to effectively engage and secure involvement from colleges and universities.
- (g) **Internship Model.** PTP will assist [SCHOOL NAME] in increasing its operational efficiency through the development and implementation of a viable internship model. When necessary and where possible, PTP staff will make the presentation to colleges and universities regarding the internship opportunities available at [SCHOOL NAME]. These opportunities may include but are not limited to: administrative, accounting, information technology, education and child development. PTP will utilize best efforts to make universities commit to offering college credit hours to its students who accept [SCHOOL NAME] internships.
- (h) **Miscellaneous.** PTP shall, at his sole discretion, from time to time, use his best efforts to promote [SCHOOL NAME] via:
 - i. Press Releases, Radio Announcements, E-Mail Campaigns;
 - ii. Production of Web Videos; and
 - iii. Personal Testimonials,
 - iv. Marketing [SCHOOL NAME] branded memorabilia and promotional items.

Provided, however, that nothing in this paragraph shall limit or modify PTP obligations specifically detailed in this Agreement.

- (i) **Limited License of Rights.** Both Parties agree that each Party will grant to the other a non-exclusive license to use the other Party's approved logos and trademarks in connection with marketing and executing each Party's Obligations under this Agreement.
- (j) **Marketing Materials.** Any marketing materials created hereunder shall be subject to the approval of both parties. Neither part can obligate the other party for the payment of any such expenses without the prior written approval of the other party.

2. **Consideration to PTP.**

Promotional Obligations of [SCHOOL NAME]: In consideration of the services provided by PTP in Paragraph 1 above, [SCHOOL NAME] shall pay PTP an initial fee of \$5,000 (five thousand dollars US) due at the signing of this Agreement. In addition to the initial fee, [SCHOOL NAME] shall pay PTP the following:

Retainer: [SCHOOL NAME] shall pay PTP a monthly retainer of \$5,000 (five thousand dollars US) beginning on [MONTH] 1st, 2009 and continuing each month thereafter during the term of this Agreement. [SCHOOL NAME] shall pay the retainer to PTP by the 3rd business day of each month.

Commission: PTP shall be paid 5% (five percent) commission on all special fundraising events it conducts on behalf of [SCHOOL NAME] and 10% on all monies derived from corporate, local business and private donor sponsorships it secures for [SCHOOL NAME] under this Agreement. PTP shall not be paid commission on in-kind donations or state/federal grants. Sales commissions shall be paid to PTP by

[SCHOOL NAME] seven business days after sales revenue is received and the funds have been verified as good by [SCHOOL NAME].

Late Payments/Fees: Payments more than 10 days later than the due date will result in the cancellation of services outlined under this Agreement and PTP will require the remaining balance of payments to be made on demand.

3. **Press Release.** Both Parties mutually agree to a Press Release to announce and introduce the alliance between PTP and [SCHOOL NAME]. The date of the release and the content of the release shall be mutually agreed upon by the Parties. The Press Release will be drafted by a member of PTP media team.

4. **Term and Termination.**

- a. *Term.* This Agreement will commence as of the Effective Date of this Agreement and will continue through, and including, [MONTH]31, [YEAR] unless terminated sooner pursuant to the terms of the Agreement. This Agreement shall be extended for an additional one (1) year term at the end of the initial term or any extended term, unless either party provides written notice of termination to the other party on or before the [MONTH]1st immediately preceding the end of the then current term.
- b. *Termination.*
 - i. Both Parties mutually agree that this Agreement may be terminated at any time without liability upon the mutual agreement of the Parties, such termination to be effective immediately once a written addendum to this Agreement expressing the mutual intent of the Parties to terminate this Agreement is signed by an authorized representative of each Party.
 - ii. In the event either party defaults in any material obligation owed to the other party pursuant to this Agreement, then this Agreement may be terminated if the default is not cured within thirty (30) days of written notice to the defaulting party. If either party is bankrupt or insolvent, or bankruptcy or insolvency proceedings are instituted against a party and the proceeding is not dismissed within sixty (60) days after commencement, this Agreement shall terminate at the option of the other party.
 - iii. If this Agreement is terminated by either Party or for any reason, the limited license to use the trademarks and likeness associated with PTP, as described in Paragraph 1(j) of this Agreement shall terminate immediately and [SCHOOL NAME] shall cease using said trademarks and likenesses in association with the operation of its business enterprises without the express written consent of PTP. The limited license to use the [SCHOOL NAME] trademark shall also terminate and shall not be used in association with the operation of its business enterprises without the express written consent of [SCHOOL NAME].
 - iv. Unless otherwise specified in this Agreement, upon the termination of this Agreement, [SCHOOL NAME] shall have no further obligations to PTP and PTP shall have no further obligations to the [SCHOOL NAME].
 - v. Both Parties shall conduct themselves in accordance with the laws of the State of Texas and the United States of America, with the highest standards of morality,

honesty, fair play and sportsmanship and will not do anything which shall be detrimental to the other Party or professional sports generally or which shall subject the other Party to ridicule or contempt. Violations of this provision are grounds for termination of this Agreement.

5. Warranties, Indemnifications and Representations.

- a. [SCHOOL NAME] warrants to PTP that it has the legal right to operate its Charter School business and to indemnify PTP against any claims, demands, lawsuits, losses and/or damages arising out of the operation of the business and any related entities.
- b. Both Parties represent and warrant that their performance of their respective obligations under this Agreement will not violate any applicable court decree or order, or any applicable laws and/or regulations.

6. Miscellaneous.

- a. *Service of Notice.* Any notice which either Party hereto may desire to give or which is required under the terms of this Agreement shall be given in writing by registered or certified mail, return receipt requested, or by telefax or by personal service (in all cases, all charges prepaid) to PTP or [SCHOOL NAME] at the address listed in the preamble to this Agreement, or to such other person, address or facsimile number as PTP or [SCHOOL NAME] may designate by written notice.
- b. *Non-Assignment.* This Agreement shall be binding upon the successors of the Parties. Neither Party may assign their rights or obligations under this Agreement, and/or any Supplemental Agreement, without the prior written consent of the other Party. Any attempt to assign the rights and obligations under this Agreement without the written consent of the non-transferring Party shall be null and void.
- c. *Time is of the Essence.* Time is hereby expressly made of the essence for this Agreement with respect to the performance by the Parties of their respective obligations hereunder.
- d. *No Waiver.* No failure to exercise, or delay in exercising, any right, power or privilege under this Agreement by either Party shall operate as a waiver of that right, power or privilege. Similarly, a single or partial exercise of any right, power or privilege by either Party shall not preclude any other or further exercise of that right, power or privilege.
- e. *Plural/Singular/References.* The plural may include the singular and the singular may include the plural and this Agreement shall be interpreted in this regard as the context may require. References to Paragraphs, Sections and Subparagraphs refer to the Paragraphs, Sections and Subparagraphs of this Agreement, and references to any agreement or other instrument shall be deemed to include references to that agreement or other instrument as varied or replaced from time to time.
- f. *Remedies Cumulative/Severability.* The rights and remedies contained in this Agreement are cumulative and are not exclusive of any rights and remedies provided by law, in equity or otherwise. If any provision of this Agreement is prohibited by or contravenes any applicable law, or is held by any court of competent jurisdiction or any other legally constituted body having jurisdiction to make this determination to be void, unlawful or unenforceable then that provision shall be severed from the Agreement and rendered ineffective, as far as possible, without modifying the remaining provisions of this Agreement.

- g. *No Inference Against.* [SCHOOL NAME] and PTP each acknowledge that this Agreement was fully negotiated by the Parties and, therefore, no provision of this Agreement shall be interpreted against any Party because such Party or its legal representative drafted such provision.
 - h. *No Third Party Beneficiaries.* The provisions of this Agreement are for the exclusive benefit of the Parties hereto and their permitted assigns and no third party shall be a beneficiary of, or have any rights by virtue of, this Agreement.
 - i. *Headings.* The titles and headings of the Sections and Paragraphs in this Agreement are for convenience only and shall not in any way affect the interpretation of this Agreement.
 - j. *Reservation of Rights.* Neither PTP nor [SCHOOL NAME] have or shall acquire any proprietary rights in any of the Marks or any other trade names, trademarks, service marks, or logos associated with the other Party by reason of this Agreement or otherwise. PTP and [SCHOOL NAME] further acknowledge the great value of the goodwill associated with the Marks of each Party, and the public renown and recognition of the same, and that the Marks have a distinctiveness and a secondary meaning that is firmly associated in the minds of the trade and general public, and that any additional goodwill in the Marks which may be created through the use of the Marks by either of the respective Parties or their Distributors shall inure to the sole benefit of the Party owning the Mark, as the case may be. PTP and [SCHOOL NAME] further agree that either Party may use the Marks only if it is clear that the Marks used are service Marks by either Party or any other entity, partner, or subsidiary of either Party and such use shall be in accordance with any further instructions that may be issued by the owner of the Marks from time to time; provided, however, any use of any Mark that is not consistent with prior approved uses requires the prior express written approval of the Party owning the Mark or any other entity, partner, or subsidiary of the Party owning the Mark.
 - k. *Relationship of the Parties.* In performing its obligations under this Agreement, each of the Parties hereto shall be deemed an independent contractor, and nothing in this Agreement shall in any way constitute that either Party, or any of such Party's officer or directors, is an agent or employee of the other Party and this Agreement shall not be deemed to constitute a contract of employment between the Parties.
 - l. *Attached Schedules and Exhibits.* Both Parties mutually agree that any Schedules and/or Exhibits attached to this Agreement are intended to be a part of this Agreement, shall be referenced in this Agreement, and unless specifically specified in each Schedule, shall be subject to the terms and conditions of this Agreement.
7. **Definitive Agreement.** The details of each of the foregoing Paragraphs and Sections and any attached Schedules or Exhibits represent the totality of the definitive governing agreement between PTP and [SCHOOL NAME] and are intended to be the governing agreement in the event of any disputes arising between the Parties regarding this transaction. This Agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes any prior agreement or negotiation between the Parties on the subject matter of this Agreement. There are no representations, agreements or understandings, oral or written, between the Parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement. No amendment, termination, waiver, discharge or modification of this Agreement shall be effective unless it is in writing and is signed by an authorized signatory of both [SCHOOL NAME] and PTP. This Agreement may be executed in one or more counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall be deemed one Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date referenced above once this Agreement has been signed by both Parties. This Agreement shall be deemed terminated and void if not signed by both Parties within three (3) calendar days of the Effective Date.

ACCEPTED AND AGREED:

[SCHOOL NAME]s,

PrimeTimePlayer

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

**CHARTER SCHOOL SERVICES AGREEMENT BETWEEN
HELP CHARTERS, L.L.C. AND
[SCHOOL] CHARTER SCHOOL**

WHEREAS, [SCHOOL] is charter holder for [SCHOOL] (hereinafter collectively the "School"), authorized to operate a public charter school in the State of Texas pursuant to Texas Education Code chapter 12; and

WHEREAS, Help Charters, L.L.C., is a Charter Service Organization (hereinafter the "COMPANY"), offering operational, coaching and consulting services to charter holders and charter schools; and

WHEREAS, [SCHOOL] has performed an assessment of the School's operational needs and its available resources and analyzed associated costs of same; and has determined that the School and its students would benefit from the resources, skills, expertise and services offered by and through the COMPANY, and that it is in the best interest of the School to enter into this Services Agreement (the "Agreement") with the COMPANY;

NOW, THEREFORE, [SCHOOL] and the COMPANY, in consideration of their mutual promises and covenants, and intending to be legally bound hereby, enter into this Services Agreement (the "Agreement"), and agree as follows:

1. **TERM**. This Agreement shall commence on March 1, 2011, but no earlier than the date permitted by Section 4(d) below and shall continue for one (1) year(s) (the "Initial Term"), unless terminated for cause by either party in accordance with the termination notice requirements contained herein. After the initial term, this Agreement shall renew for consecutive three (3) year terms ("Renewal Term") unless terminated in writing on or before sixty (60) calendar days before the end of the then-current term.
2. **CONTRACTED SERVICES**. To the extent permitted by law, the School hereby contracts with the COMPANY to provide it with those services selected by the School, and approved by the School's Board of Directors, on the attached "Menu of Services." (attached as Exhibit A).
3. **COMPANY RESPONSIBILITIES**. In providing such services to the School, the COMPANY will act in accordance with the terms of this Agreement, within the bounds of the School's charter/authorizing agreement, in accordance with the non-profit charitable purpose of the School, and subject to the direction of the School's governing body and chief executive officer;
 - a. The COMPANY will consult and cooperate with the School's designated audit, accounting and financial advisors, educational consultants, the School's legal counsel and other advisors and professional consultants engaged by the School.
 - b. The COMPANY will consult with the School in the preparation of required policies and procedures, manuals, forms, handbooks and other documents, and will share with

the School any such documents that may be developed by the COMPANY for the School from time to time.

- c. The COMPANY will maintain all records created in furtherance of this Agreement in accordance with applicable law, including but not limited to 19 TAC §§ 100.1159 and 100.1203. All records related to the COMPANY's services will be maintained separately from any other COMPANY records. The COMPANY will maintain all School records within the State of Texas, and will provide School Records to the School, upon request and when needed for purpose authorized under applicable law, including in response to public information requests, management requests, or internal or external audits or investigations.
- d. The COMPANY shall comply with applicable federal and state law concerning confidentiality of student and staff records. The COMPANY shall be responsible for compliance with all privacy regulations in regards to such educational records.
- e. The COMPANY shall report to the School's governing body with such frequency as the School shall reasonably request concerning the COMPANY's activities under this Agreement.
- f. The COMPANY shall, at its sole discretion and in accordance with applicable law, have the authority to determine the method and mode of delivering its contracted services, including but not limited to determining staffing levels and functions needed for provision of services, selection and assignment of COMPANY employees to the School, and hiring of independent service providers or contractors to assist the COMPANY. Notwithstanding, the COMPANY shall inform the School of significant personnel changes as appropriate, and respond to any School inquiries regarding same.
- g. Any COMPANY employees, agents, or contractors, shall have been given and passed legally required background checks and be deemed eligible for employ with a public school under applicable law. The COMPANY will provide the School with any relevant records relating to same upon request.
- h. The COMPANY shall have sole and exclusive responsibility and authority to supervise, select, evaluate, discipline, transfer, and train or to take any other employment action, with respect to COMPANY employees, agents or contractors servicing the School. Should the School have any concerns with persons assigned it by the COMPANY, the School shall communicate such concerns to the COMPANY's designated liaison.
- i. During the Initial Term, and any subsequent Renewal Term, the COMPANY shall, in the provision of services hereunder, comply with all applicable federal, state and local statutes, rules and ordinances.
- j. The COMPANY reserves the right to subcontract any of the services it agrees to provide to the School. The COMPANY shall remain responsible and liable to the School for the management and performance of all subcontractors in the satisfactory performance of their work. The COMPANY shall be solely responsible for all costs, expenses and fees associated with such subcontractors, unless these costs are reimbursed in grant or other funding programs provided to or available to the School.
- k. The COMPANY shall have the authority and power necessary to undertake its responsibilities described in this Agreement, subject at all times to the direction of the

School and 19 TAC §§ 100.1033 and 100.1101, and concerning non-delegable duties of the Charter Organization and section 5 below.

4. SCHOOL RESPONSIBILITIES.

- a. The School shall remain responsible for all program compliance with applicable state and federal law and guidelines. The School shall additionally be responsible for the provision and operation of any functions or areas not selected by the School from the Menu of Services.
- b. The School shall be responsible for any and all legal, accounting, audit or other professional/advisor fees concerning the School, including but not limited to legal compliance reporting, general corporate matters, tax matters; or audits, investigations or reviews by state or federal agencies.
- c. The School shall be responsible for maintaining its own financial books and records, procuring its own audit and financial reports required by law and the preparation of all tax filings necessary to maintain its tax-exempt status and its charter with the state.
- d. The School shall submit this Agreement to the TEA, in accordance with 19 TAC § 100.1155(c), at least thirty (30) calendar days prior to any performance or payments under this Agreement. The COMPANY is under no obligation to, and will not commence services under this Agreement until the earlier of (i) the expiration of 30 calendar days following the date on which the Agreement is filed with the TEA for review; or (ii) upon receipt of notice from the TEA that it has approved the Agreement, on which date the Term of this Agreement shall commence.
- e. The School shall provide the COMPANY with copies of and access to all documents required by the COMPANY and/or reasonably determined by the School as necessary for performance under this Agreement. Failure of the School to provide such documents in a timely manner may constitute a breach of this Agreement, and excuse the COMPANY's performance.
- f. The School designates the COMPANY and its appropriate employees as agents of the School having a legitimate educational interest such that they are entitled to access to educational records pursuant to 20 USC §1232g, the Family Educational Rights and Privacy Act ("FERPA"), and shall identify the COMPANY and its appropriate agents as such in its FERPA policies.

5. NON-DELEGABLE DUTIES. Nothing in this Agreement shall be construed as delegating to the COMPANY the powers of the School that are not subject to delegation under state law, including but not limited to the following:

- a. Unless expressly relieved of such responsibilities by appropriate authorities and subsequently, expressly agreed to by the School, the School shall remain solely responsible for, and does not herein delegate to the COMPANY any of the following duties:
 - i. final authority to hear or decide employee grievances, citizen complaints, or parental concerns;
 - ii. final authority to adopt or amend the School budget, or to authorize the expenditure or obligation of state funds, or the use of public property;

- iii. final authority to direct the disposition or safekeeping of public records; except that the School's governing body may delegate this function to any person, subject to the governing body's superior right of immediate access to, control over, and possession of such records;
 - iv. final authority to adopt policies governing the School's operations;
 - v. final authority to approve audit reports under TEC § 44.008(d); or
 - vi. initial or final authority to select, employ, direct, evaluate, renew, non-renew, terminate, or set compensation for the School's chief executive officer.
 - b. In addition, the chief executive officer of the School shall not delegate final authority to:
 - i. organize the School's central administration;
 - ii. approve reports or data submissions required by law; or,
 - iii. select School employees or officers.
6. **INTELLECTUAL PROPERTY.** Neither party may provide proprietary information or trade secrets to third parties relating to the School or its operations, or the COMPANY and its operations, without prior written consent from the other party, unless otherwise required by law or this Agreement.
7. **COMPANY SERVICE FEE.** Upon approval and effectiveness of this Agreement, pursuant to Section 4(d) above, the School shall pay an annual fee to the COMPANY (the "COMPANY Service Fee") of a minimum of (\$225,000.00) TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS. The per student fee is set according to economies of scale (attached as Exhibit B). When the product of the FORMULA exceeds the minimal fee, the payment per ADA shall be paid in reoccurring estimated monthly increments determined by agreed FORMULA (attached as Exhibit C). Payments shall be computed utilizing the Average Enrollment Calculation times the previous semester's Percentage Attendance, and the payments trued up at the end of the semester utilizing the actual PEIMS data for the semester. The first payment is due October 1st, with payments following on November 1st, December 1st, January 1st, February 1st, March 1st, April 1st, May 1st, June 1st, July 1st, August 1st, and September 1st.
8. **COMPANY INVOICES.** The monthly COMPANY Service Fee due to the COMPANY hereunder shall be invoiced to the School within fifteen (15) days of the end of each month, and shall be due and payable in full within fifteen (15) days of the invoice date. The invoice must be presented in an itemized format acceptable to the School. Invoicing shall include sufficient detail to allow the School to comply with any grant requirements. Invoices may be based on estimates, and shall be trued-up, if necessary, in subsequent invoices. All amounts payable hereunder shall, at the COMPANY's option, be made *via* electronic funds transfer. The School shall cooperate with the COMPANY to set up and establish necessary accounts and procedures for payment.
9. **TERMINATION BY THE SCHOOL FOR CAUSE.** The School may, at its option, terminate this Agreement in the event:

- a. The COMPANY materially breaches this Agreement or there is a breach of this agreement as defined by state law and the COMPANY does not cure said material breach before the later of (i) forty-five (45) days of its receipt of written notice from the School; or (ii) the end of the then-current academic semester;
- b. Fraudulent or willful misconduct by the COMPANY that has a material adverse effect on the School. If the breach cannot be reasonably cured within the applicable cure period, the COMPANY shall promptly notify the School which may authorize the COMPANY to promptly undertake and continue efforts to cure said material breach within a reasonable timeframe to be agreed upon by the parties;
- c. Any "Material Change" in state or federal funding for the School's students, provided that any notice of termination delivered to the COMPANY after school opens for the education of students for any school year shall not be effective until the end of that academic year. A material change is defined as a reduction of more than fifteen percent (15%) of the combined available federal and state funding on a per-student basis included in the application in comparison to the per-student ADA weighted funding that was available in the prior fiscal year;
- d. The COMPANY files a voluntary petition in bankruptcy under Title 11 of the United States Bankruptcy Code; or
- e. Upon any final adverse state action against the School to suspend, terminate or revoke the School's charter, the School may, at its sole option, terminate this Agreement with written notice to the COMPANY within twenty (20) days of such final state action.

10. TERMINATION BY THE COMPANY FOR CAUSE. The COMPANY may, at its option, terminate this Agreement upon the occurrence of any of the following events:

- a. The School fails to pay any COMPANY Service Fee, advances reimbursement or fees due to the Company within thirty (30) days of receiving written notice that such Company Fee advances are due;
- b. The School is in material default under any other condition, term or provision of this Agreement, which default remains uncured for a cure period ending on the later of (i) forty-five (45) days from the time that the School receives written notice of said default; or (ii) the end of the then-current academic semester, unless the default cannot be reasonably cured within said cure period, in which case the School shall promptly notify the COMPANY, which may authorize the School to promptly undertake or continue efforts to cure said material default within a reasonable timeframe to be agreed upon by the parties;
- c. Any material change in state or federal funding for the School, provided that any notice of termination delivered to the School after the School opens for the education of students for any school year shall not be effective until the end of that academic year. A material change is defined as a reduction of more than fifteen percent (15%) of the combined available federal and state funding on a per-student basis included in the application in comparison to the funding that was available in the prior fiscal year; or
- d. The School fails to provide documents or information necessary for the COMPANY to perform under this Agreement, as specified in Section 4(e) above, and does not cure such default within fifteen (15) days of notice by the COMPANY, or another reasonable timeframe to be expressly agreed upon by the parties. The COMPANY

shall be excused from performance, and from any deadlines that may lapse during the period of time that the required documents or information have not been provided by the School.

11. EFFECTIVENESS OF TERMINATION UNDER SECTION 11 AND 12.

- a. In the event that the School or the COMPANY terminates this Agreement for any of the aforementioned reasons, under Sections 11 and 12, except failure to pay, and the School continues to pay the COMPANY the fees due to the COMPANY pursuant to Sections 9 and 10, then the COMPANY shall continue to perform its obligations hereunder, notwithstanding such notice of termination, until the end of the then-current academic semester. In the event the School fails to continue to pay the fees owed to the COMPANY, the COMPANY may terminate this Agreement following the expiration of the thirty (30) day period after notice of payment due is delivered to the School.
- b. The Parties agree that this Agreement may additionally be terminated by either party with thirty (30) days' notice in the event of any of the following:
 - i. The TEA's rejection of this Agreement;
 - ii. Loss, suspension or termination of the charter contract; or
 - iii. The enactment, repeal, promulgation, amendment or withdrawal of the state charter law(s), such that this Agreement or the operation of the Charter School in conformity with this Agreement or the Contract violates the law, or is no longer possible.

12. DUTIES UPON TERMINATION.

- a. Upon termination of this Agreement for any reason whatsoever, the School shall promptly pay to the COMPANY any monies owing to the COMPANY hereunder. Furthermore, unless the School exercises its rights under subsection (c) below, the School shall return to the COMPANY any of the COMPANY's proprietary materials relating to its operations and activities, and all real or personal property provided by the COMPANY hereunder not owned by the School or the state. The Parties shall cooperate to provide for transition to another administrative or structural arrangement. The COMPANY shall assist the School in any transition of management and operations, including, but not limited to (i) the orderly transition of all School records and other property, equipment and material in the COMPANY's custody or control; and (ii) providing the necessary assistance to ensure the least disruption of the School's operations as a result of the termination.
- b. In recognition of the importance of maintaining the integrity of, and continuing the operations of the School, in the event of termination of this Agreement for any reason by either party prior to the end of this Agreement's term, the Parties shall cooperate to provide for transition to another administrative or structural arrangement.
- c. Following termination of this Agreement for any reason, any furniture, equipment, or other property purchased by or on behalf of the School with public funds shall remain the property of the School. Any furniture, equipment or other property purchased by the COMPANY with its funds shall remain the property of the COMPANY, unless otherwise specified by applicable law.

- d. All financial, educational and student records of the School are public property and such records are subject to the Public Records laws of the State of Texas, except as may otherwise be restricted by state or federal law. In addition, all of the School's financial records shall be made available to the School's independent auditor and to the TEA as required by state law.

13. RELATIONSHIP OF THE PARTIES. The parties hereto acknowledge that their relationship is that of independent contractors and does not create an employee/employer relationship between the parties. It is the intent of the parties that the COMPANY is an independent contractor under this Agreement, and its employees are not employees of the School for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state Workers' Compensation Act, the state Unemployment Insurance Law, or other federal or state labor laws. The COMPANY shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the COMPANY's activities and responsibilities hereunder, provided further that administrative procedures applicable to services rendered under this Agreement shall be those of the COMPANY, which shall not conflict with the policies of other applicable federal or state laws. No employee of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the parties, and the School will not be liable for any business obligation incurred by the COMPANY, including but not limited to unpaid minimum wages and/or overtime premiums.

14. NO THIRD PARTY BENEFICIARIES. This Agreement and the provisions hereof, are for the exclusive benefit of the parties hereto and their affiliates, and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

15. INSURANCE.

- a. The COMPANY shall maintain, at its own expense, such commercial general liability insurance and excess umbrella liability insurance, other than Directors' and Officers' insurance, which shall be maintained by the School. The COMPANY's insurance policies shall name the School as an additional insured, in an amount not less than one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000.00) aggregate. Each such policy shall name the School as an additional insured, and a certificate of insurance specifying same shall be provided to the School within thirty (30) calendar days of the execution of this Agreement. All such policies required to be maintained by the COMPANY shall be with and by responsible companies of recognized standing, authorized to sell insurance in the jurisdiction where the School is located, and shall be written in standard form, and shall provide that the policies shall not be cancelable except upon thirty (30) days' written notice to the School.

- b. The School shall remain responsible for its Directors' and Officers' insurance, errors and omissions insurance, employment practices insurance and any legal fees and expenses resulting or related to claims covered by such policies.
- c. The parties shall notify each other concerning any claim or potential claim involving the School or services under this Agreement.
- d. On any claim arising out of the intentional, reckless or negligent conduct of the COMPANY or its employees, the COMPANY shall pay the deductibles on all COMPANY- and School-owned insurance policies.

16. INDEMNIFICATION. In addition to other provisions provided for herein above, and to the extent permitted by law, each party hereto shall indemnify and hold harmless the other party, and their respective officers, board members, employees, agents and consultants, from and against all actions, claims, suits, liabilities, proceedings, penalties, fines, costs, and expenses (including reasonable attorneys' fees at both the trial and appellate levels) arising directly from any breach of this Agreement or any violation of the state charter school laws, or any other applicable law by such indemnifying party, its officers, employees, agents, consultants and servants, as applicable. Nothing in this Agreement is intended to waive any rights or privileges of immunity by any party to which immunity may apply. This indemnification agreement shall survive the termination of this Agreement.

17. NOTICES. Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid, facsimile (provided a copy is also sent by one of the other permitted methods of notice), or through a nationally-recognized overnight carrier, addressed as follows:

If to the COMPANY, to:

Help Charters L.L.C.
5901 Sterling Trail
McKinney, Texas 75071
Telephone: (214) 491-7471
Email: help@helpcharters.com

If to the School, to:

Name: _____
Contact Address: _____
Telephone: (____) ____ - ____
Email or Fax: _____

18. SEVERABILITY. If any provision becomes, or is held to violate law or be unenforceable, the same shall be stricken, and the remaining provisions of this Agreement shall remain in full force and effect.

- 19. WAIVER AND DELAY.** No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time, or will be deemed a waiver of such provision at any other time.
- 20. RESOLUTION OF DISPUTES-MEDIATION.** In the event of any dispute between the parties hereto, the parties shall settle said dispute through mediation administered by a mutually agreed-upon mediator.
- 21. GOVERNING LAW.** The laws of the State of Texas shall govern this Agreement without regard to any jurisdiction's conflict of laws provisions.
- 22. CHANGE IN LAW.** In the event that there shall be a change in federal or state law (or in the application or interpretation thereof); the adoption of new legislation or regulations applicable to this Agreement; or the initiation of an enforcement action with respect to legislation, regulations, or instructions applicable to this Agreement, any of which affects the continuing viability or legality of this Agreement or the tax exempt status of the School, then either party may by notice propose an amendment to conform this Agreement to existing laws, and the parties shall negotiate in good faith to adopt such amendment. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangements between the parties hereunder. In the event it is not possible to amend this Agreement to preserve in all material respects the underlying economic and financial arrangements between the parties, this Agreement may be terminated by either party upon sixty (60) days' prior written notice to the other, unless a sooner termination is required by law.
- 23. NON-EXCLUSIVITY.** The parties to this Agreement understand that the business of the COMPANY is to operate and provide management services to charter schools throughout the State of Texas. As such, the parties agree that the COMPANY and its affiliates may manage, operate or otherwise provide services to other charter schools in the State of Texas, even though the same may be considered competitive with the School, so long as such activity does not directly and negatively impact the School's enrollment.
- 24. ASSIGNMENT; BINDING AGREEMENT.** Neither party shall assign this Agreement without the written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 25. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.** The COMPANY hereby represents and warrants to the School as follows:
- a. The COMPANY is duly organized, validly existing, and in good standing under the laws of the State of Texas, and/or is qualified to do business in the State of Texas, and has the authority to carry on its business as now being conducted and the authority to execute, deliver, and perform this Agreement.
 - b. The COMPANY has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of the COMPANY enforceable against it in accordance with its terms,

except as may be limited by federal and state laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.

- c. The COMPANY has made, obtained, and performed all registrations, filings, approvals, authorizations, consents, licenses, or examinations required by any government or governmental authority, domestic or foreign, in order to execute, deliver and perform its obligations under this Agreement.
- d. The Company has the financial ability to perform all of its duties and obligations under this Agreement.

26. REPRESENTATIONS OF THE SCHOOL. The School hereby represents and warrants to the COMPANY as follows:

- a. The School is duly organized, validly existing, and in good standing under the laws of the State of Texas, and is qualified, accredited and in good standing to operate a public charter school in the State of Texas, and its exempt status under 501(c) (3) is in good standing with the Internal Revenue Service, and it has the authority to carry on its business as now being conducted, and the authority to execute, deliver, and perform this Agreement.
- b. The School and its authorized representative have taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of the School, enforceable against it in accordance with its terms, except as may be limited by federal and state laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.
- c. The School has the financial ability to satisfy its obligations to the COMPANY under this Agreement.

27. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

28. AMENDMENT. This Agreement shall supersede any and all other agreements (oral or written) by the parties, and constitutes the entire understanding between the parties with respect to the subject matter hereof. There are no presentations, agreements, arrangements or understandings, between or among the parties relating to the subject matter hereof which are not fully expressed herein. This Agreement may not be modified or amended except by a writing signed by each party hereto.

EXHIBIT A

Back Office Finance and Business Services

1. Back Office Regional Campus Support
 - a. Company will maintain a full time employee who will serve as the Information *Coordinator for multiple schools in the region.*
 - b. Teachers in the classroom at each campus will take attendance at _____ AM/PM and submit classroom attendance report to the Principal designee.
 - c. The Principal designee will compile, review, verify, and submit attendance report to Principal by _____ AM/PM .
 - d. The Principal will review, verify and submit attendance report to Company Information Coordinator by _____ AM/PM .
2. Accounting
 - a. Maintain Accounting ledgers as required by Independent Auditors in compliance with TEA regulations.
 - b. Submit financial records to independent auditor in format requested
 - c. Provide Internal Audit to assist district staff in verifying data integrity for audit submission.
 - d. Reconcile bank Statements.
 - e. Process submitted requisitions and purchase orders.
 - f. Track encumbrance of funds.
 - g. Prepare vouchers for printing or electronic payment.
 - h. Post receipts.
 - i. Prepare 1099's for distribution
 - j. Obtain W9's
3. Budget Management
 - a. Assist Superintendent in budget preparation in compliance with FASRG
 - b. Post receipts and track revenues
 - c. Report budget violations to Superintendent and Board
 - d. Budget Tracking and cash flow reporting
4. Reporting
 - a. Submit state reports including but not limited to TRAQS, TWC
 - b. Submit federal reports including but not limited to W2's, 941's and 1099's

- c. Maintenance of Effort Schedules
- 5. Payroll Administration
 - a. Complete two payrolls monthly from data submitted and approved by district
 - b. Assist district in maintenance of Payroll/HR files in compliance with state and federal requirements
 - c. Electronic submission of approved payrolls
 - d. Prepare printed checks for district approval and distribution
 - e. Distribute electronic check stubs and information to employees
 - f. Report TRAQS, 941's, Workers Compensation, Unemployment
- 6. Human Resources – Benefits and Compliance
- 7. Internal Audit
 - a. Internal audit of finance and payroll information
 - b. Internal audit of Student Information System data
 - c. Internal audit of PEIMS data
- 8. Federal Programs Administration
 - a. Prepare and submit allocated state and federal grants after consultation with district on utilization of funds.
 - b. Expenditure reports and recommendation of grant draws to Superintendent
 - c. Budget tracking
- 9. External Audit Preparation and Interface

Student Information Services and Support

- 1. Student Information System Data Entry including demographic data, student enrollment, attendance, special education, Title I, CTE, At Risk, Economic Disadvantaged, FSP, LEP, PRS, GT and Grades.
- 2. Provide six weeks reports noting possible data anomalies, enrollment trends, attendance reports, special population's reports, and funding reports.
- 3. PEIMS – Verify Data Integrity
- 4. PEIMS – Staff Training and Support
- 5. PEIMS – Submissions and Internal Audit
- 6. Submit Reports – PET, FSP, STS, Trex, Compensatory Education Reports, NCLB
- 7. Audit Attendance Accounting for Principals Certification
- 8. Audit for Student Information Compliance with TEA and Charter Specific Requirements

9. Audit Grading, Scheduling and Student Records Information
10. Staff Development for Implementation of Approved Policies

EXHIBIT B – Economies to Scale

This fee schedule includes turnkey cost as stated in Exhibit A. The minimum annual fee is based upon an average daily attendance of 500 students, and the fee decreases on a per student basis as the number of students increases.

<u>Quantity</u>	<u>Cost</u>
<u>Students</u>	<u>Per Student</u>
500	\$500
1000	\$492
1500	\$484
2000	\$476
2500	\$468
3000	\$460
3500	\$452
4000	\$444
4500	\$436
5000	\$428
5500	\$420
6000	\$412
6500	\$404
7000	\$396
7500	\$388
8000	\$380
8500	\$372
9000	\$364
9500	\$356
10000	\$350

Summary Monthly Settlement Sheet

	(1) Students Enrolled	(2) Students Present		(1) Students Enrolled	(2) Students Present
Six Weeks			Six Weeks		
Day 1	500	450	Day 17	500	450
Day 2	499	448	Day 18	499	448
Day 3	497	452	Day 19	497	452
Day 4	497	450	Day 20	497	450
Day 5	496	448	Day 21	496	448
Day 6	496	452	Day 22	496	452
Day 7	497	450	Day 23	497	450
Day 8	496	448	Day 24	496	448
Day 9	496	452	Day 25	496	452
Day 10	497	451	Day 26	497	450
Day 11	494	450	Day 27	494	448
Day 12	496	452	Day 28	496	452
Day 13	497	450	Day 29	497	450
Day 14	494	448	Day 30	494	448
Day 15	498	452	Day 31	497	452
Day 16	497	450	Day 32	497	450
Totals:	7947	7203	Totals:	7946	7200

Enrollment Calculation

(1) Total Days in Membership	15,893		
(2) Days Taught	32	=	496.656 Average Enrollment Calculation

Attendance Percentage Calculation

(4) Total Days Present	14,403		
(1) Total Days in Membership	15,893	=	90.625% Percentage Attendance (rounded to three decimals)

Monthly Fee Calculation

Avg. Enrollment		Percentage Attendance		\$500 ADA Per Annum		
496.656	X	90.625%	X	41.667	=	\$ 18,753.91 Monthly Fee
						\$18,750 Monthly Minimum Fee

Exhibit C

IN WITNESS WHEREOF, the parties hereto have set their hands by and through their duly authorized officers as of this _____ day of _____, _____.

HELP CHARTERS, L.L.C.

BY: _____
Bracy Wilson, President and CEO

[INSERT CHARTER HOLDER CORPORATE NAME], D/B/A [INSERT CHARTER SCHOOL NAME]

BY: _____
[NAME AND TITLE]

**CHARTER SCHOOL SERVICES AGREEMENT BETWEEN
HELP CHARTERS, L.L.C. AND
[SCHOOL] CHARTER SCHOOL**

WHEREAS, [SCHOOL] is charter holder for [SCHOOL] (hereinafter collectively the "School"), authorized to operate a public charter school in the State of Texas pursuant to Texas Education Code chapter 12; and

WHEREAS, Help Charters, L.L.C., is a Charter Service Organization (hereinafter the "COMPANY"), offering operational, coaching and consulting services to charter holders and charter schools; and

WHEREAS, [SCHOOL] has performed an assessment of the School's operational needs and its available resources and analyzed associated costs of same; and has determined that the School and its students would benefit from the resources, skills, expertise and services offered by and through the COMPANY, and that it is in the best interest of the School to enter into this Services Agreement (the "Agreement") with the COMPANY;

NOW, THEREFORE, [SCHOOL] and the COMPANY, in consideration of their mutual promises and covenants, and intending to be legally bound hereby, enter into this Services Agreement (the "Agreement"), and agree as follows:

1. **TERM**. This Agreement shall commence on March 1, 2011, but no earlier than the date permitted by Section 4(d) below and shall continue for one (1) year(s) (the "Initial Term"), unless terminated for cause by either party in accordance with the termination notice requirements contained herein. After the initial term, this Agreement shall renew for consecutive three (3) year terms ("Renewal Term") unless terminated in writing on or before sixty (60) calendar days before the end of the then-current term.
2. **CONTRACTED SERVICES**. To the extent permitted by law, the School hereby contracts with the COMPANY to provide it with those services selected by the School, and approved by the School's Board of Directors, on the attached "Menu of Services." (attached as Exhibit A).
3. **COMPANY RESPONSIBILITIES**. In providing such services to the School, the COMPANY will act in accordance with the terms of this Agreement, within the bounds of the School's charter/authorizing agreement, in accordance with the non-profit charitable purpose of the School, and subject to the direction of the School's governing body and chief executive officer;
 - a. The COMPANY will consult and cooperate with the School's designated audit, accounting and financial advisors, educational consultants, the School's legal counsel and other advisors and professional consultants engaged by the School.
 - b. The COMPANY will consult with the School in the preparation of required policies and procedures, manuals, forms, handbooks and other documents, and will share with

the School any such documents that may be developed by the COMPANY for the School from time to time.

- c. The COMPANY will maintain all records created in furtherance of this Agreement in accordance with applicable law, including but not limited to 19 TAC §§ 100.1159 and 100.1203. All records related to the COMPANY's services will be maintained separately from any other COMPANY records. The COMPANY will maintain all School records within the State of Texas, and will provide School Records to the School, upon request and when needed for purpose authorized under applicable law, including in response to public information requests, management requests, or internal or external audits or investigations.
- d. The COMPANY shall comply with applicable federal and state law concerning confidentiality of student and staff records. The COMPANY shall be responsible for compliance with all privacy regulations in regards to such educational records.
- e. The COMPANY shall report to the School's governing body with such frequency as the School shall reasonably request concerning the COMPANY's activities under this Agreement.
- f. The COMPANY shall, at its sole discretion and in accordance with applicable law, have the authority to determine the method and mode of delivering its contracted services, including but not limited to determining staffing levels and functions needed for provision of services, selection and assignment of COMPANY employees to the School, and hiring of independent service providers or contractors to assist the COMPANY. Notwithstanding, the COMPANY shall inform the School of significant personnel changes as appropriate, and respond to any School inquiries regarding same.
- g. Any COMPANY employees, agents, or contractors, shall have been given and passed legally required background checks and be deemed eligible for employ with a public school under applicable law. The COMPANY will provide the School with any relevant records relating to same upon request.
- h. The COMPANY shall have sole and exclusive responsibility and authority to supervise, select, evaluate, discipline, transfer, and train or to take any other employment action, with respect to COMPANY employees, agents or contractors servicing the School. Should the School have any concerns with persons assigned it by the COMPANY, the School shall communicate such concerns to the COMPANY's designated liaison.
- i. During the Initial Term, and any subsequent Renewal Term, the COMPANY shall, in the provision of services hereunder, comply with all applicable federal, state and local statutes, rules and ordinances.
- j. The COMPANY reserves the right to subcontract any of the services it agrees to provide to the School. The COMPANY shall remain responsible and liable to the School for the management and performance of all subcontractors in the satisfactory performance of their work. The COMPANY shall be solely responsible for all costs, expenses and fees associated with such subcontractors, unless these costs are reimbursed in grant or other funding programs provided to or available to the School.
- k. The COMPANY shall have the authority and power necessary to undertake its responsibilities described in this Agreement, subject at all times to the direction of the

School and 19 TAC §§ 100.1033 and 100.1101, and concerning non-delegable duties of the Charter Organization and section 5 below.

4. SCHOOL RESPONSIBILITIES.

- a. The School shall remain responsible for all program compliance with applicable state and federal law and guidelines. The School shall additionally be responsible for the provision and operation of any functions or areas not selected by the School from the Menu of Services.
- b. The School shall be responsible for any and all legal, accounting, audit or other professional/advisor fees concerning the School, including but not limited to legal compliance reporting, general corporate matters, tax matters; or audits, investigations or reviews by state or federal agencies.
- c. The School shall be responsible for maintaining its own financial books and records, procuring its own audit and financial reports required by law and the preparation of all tax filings necessary to maintain its tax-exempt status and its charter with the state.
- d. The School shall submit this Agreement to the TEA, in accordance with 19 TAC § 100.1155(c), at least thirty (30) calendar days prior to any performance or payments under this Agreement. The COMPANY is under no obligation to, and will not commence services under this Agreement until the earlier of (i) the expiration of 30 calendar days following the date on which the Agreement is filed with the TEA for review; or (ii) upon receipt of notice from the TEA that it has approved the Agreement, on which date the Term of this Agreement shall commence.
- e. The School shall provide the COMPANY with copies of and access to all documents required by the COMPANY and/or reasonably determined by the School as necessary for performance under this Agreement. Failure of the School to provide such documents in a timely manner may constitute a breach of this Agreement, and excuse the COMPANY's performance.
- f. The School designates the COMPANY and its appropriate employees as agents of the School having a legitimate educational interest such that they are entitled to access to educational records pursuant to 20 USC §1232g, the Family Educational Rights and Privacy Act ("FERPA"), and shall identify the COMPANY and its appropriate agents as such in its FERPA policies.

5. NON-DELEGABLE DUTIES. Nothing in this Agreement shall be construed as delegating to the COMPANY the powers of the School that are not subject to delegation under state law, including but not limited to the following:

- a. Unless expressly relieved of such responsibilities by appropriate authorities and subsequently, expressly agreed to by the School, the School shall remain solely responsible for, and does not herein delegate to the COMPANY any of the following duties:
 - i. final authority to hear or decide employee grievances, citizen complaints, or parental concerns;
 - ii. final authority to adopt or amend the School budget, or to authorize the expenditure or obligation of state funds, or the use of public property;

- iii. final authority to direct the disposition or safekeeping of public records; except that the School's governing body may delegate this function to any person, subject to the governing body's superior right of immediate access to, control over, and possession of such records;
 - iv. final authority to adopt policies governing the School's operations;
 - v. final authority to approve audit reports under TEC § 44.008(d); or
 - vi. initial or final authority to select, employ, direct, evaluate, renew, non-renew, terminate, or set compensation for the School's chief executive officer.
 - b. In addition, the chief executive officer of the School shall not delegate final authority to:
 - i. organize the School's central administration;
 - ii. approve reports or data submissions required by law; or,
 - iii. select School employees or officers.
6. **INTELLECTUAL PROPERTY.** Neither party may provide proprietary information or trade secrets to third parties relating to the School or its operations, or the COMPANY and its operations. without prior written consent from the other party, unless otherwise required by law or this Agreement.
7. **COMPANY SERVICE FEE.** Upon approval and effectiveness of this Agreement, pursuant to Section 4(d) above, the School shall pay an annual fee to the COMPANY (the "COMPANY Service Fee") of a minimum of (\$125,000.00) ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS for the first 400 students. The per student fee is set according to economies of scale (attached as Exhibit B). When the product of the FORMULA exceeds the minimal fee, the payment per ADA shall be paid in reoccurring estimated monthly increments determined by agreed FORMULA (attached as Exhibit C). Payments shall be computed utilizing the Average Enrollment Calculation times the previous semester's Percentage Attendance, and the payments trued up at the end of the semester utilizing the actual PEIMS data for the semester. The first payment is due October 1st, with payments following on November 1st, December 1st, January 1st, February 1st, March 1st, April 1st, May 1st, June 1st, July 1st, August 1st, and September 1st.
8. **COMPANY INVOICES.** The monthly COMPANY Service Fee due to the COMPANY hereunder shall be invoiced to the School within fifteen (15) days of the end of each month, and shall be due and payable in full within fifteen (15) days of the invoice date. The invoice must be presented in an itemized format acceptable to the School. Invoicing shall include sufficient detail to allow the School to comply with any grant requirements. Invoices may be based on estimates, and shall be trued-up, if necessary, in subsequent invoices. All amounts payable hereunder shall, at the COMPANY's option, be made *via* electronic funds transfer. The School shall cooperate with the COMPANY to set up and establish necessary accounts and procedures for payment.

9. **TERMINATION BY THE SCHOOL FOR CAUSE.** The School may, at its option, terminate this Agreement in the event:
- The COMPANY materially breaches this Agreement or there is a breach of this agreement as defined by state law and the COMPANY does not cure said material breach before the later of (i) forty-five (45) days of its receipt of written notice from the School; or (ii) the end of the then-current academic semester;
 - Fraudulent or willful misconduct by the COMPANY that has a material adverse effect on the School. If the breach cannot be reasonably cured within the applicable cure period, the COMPANY shall promptly notify the School which may authorize the COMPANY to promptly undertake and continue efforts to cure said material breach *within a reasonable timeframe to be agreed upon by the parties*;
 - Any "Material Change" in state or federal funding for the School's students, provided that any notice of termination delivered to the COMPANY after school opens for the education of students for any school year shall not be effective until the end of that academic year. A material change is defined as a reduction of more than fifteen percent (15%) of the combined available federal and state funding on a per-student basis included in the application in comparison to the per-student ADA weighted funding that was available in the prior fiscal year;
 - The COMPANY files a voluntary petition in bankruptcy under Title 11 of the United States Bankruptcy Code; or
 - Upon any final adverse state action against the School to suspend, terminate or revoke the School's charter, the School may, at its sole option, terminate this Agreement with written notice to the COMPANY within twenty (20) days of such final state action.
10. **TERMINATION BY THE COMPANY FOR CAUSE.** The COMPANY may, at its option, terminate this Agreement upon the occurrence of any of the following events:
- The School fails to pay any COMPANY Service Fee, advances reimbursement or fees due to the Company within thirty (30) days of receiving written notice that such Company Fee advances are due;
 - The School is in material default under any other condition, term or provision of this Agreement, which default remains uncured for a cure period ending on the later of (i) forty-five (45) days from the time that the School receives written notice of said default; or (ii) the end of the then-current academic semester, unless the default cannot be reasonably cured within said cure period, in which case the School shall promptly notify the COMPANY, which may authorize the School to promptly undertake or continue efforts to cure said material default within a reasonable timeframe to be agreed upon by the parties;
 - Any material change in state or federal funding for the School, provided that any notice of termination delivered to the School after the School opens for the education of students for any school year shall not be effective until the end of that academic year. A material change is defined as a reduction of more than fifteen percent (15%) of the combined available federal and state funding on a per-student basis included in the application in comparison to the funding that was available in the prior fiscal year; or
 - The School fails to provide documents or information necessary for the COMPANY to perform under this Agreement, as specified in Section 4(e) above, and does not

cure such default within fifteen (15) days of notice by the COMPANY, or another reasonable timeframe to be expressly agreed upon by the parties. The COMPANY shall be excused from performance, and from any deadlines that may lapse during the period of time that the required documents or information have not been provided by the School.

11. EFFECTIVENESS OF TERMINATION UNDER SECTION 11 AND 12.

- a. In the event that the School or the COMPANY terminates this Agreement for any of the aforementioned reasons, under Sections 11 and 12, except failure to pay, and the School continues to pay the COMPANY the fees due to the COMPANY pursuant to Sections 9 and 10, then the COMPANY shall continue to perform its obligations hereunder, notwithstanding such notice of termination, until the end of the then-current academic semester. In the event the School fails to continue to pay the fees owed to the COMPANY, the COMPANY may terminate this Agreement following the expiration of the thirty (30) day period after notice of payment due is delivered to the School.
- b. The Parties agree that this Agreement may additionally be terminated by either party with thirty (30) days' notice in the event of any of the following:
 - i. The TEA's rejection of this Agreement;
 - ii. Loss, suspension or termination of the charter contract; or
 - iii. The enactment, repeal, promulgation, amendment or withdrawal of the state charter law(s), such that this Agreement or the operation of the Charter School in conformity with this Agreement or the Contract violates the law, or is no longer possible.

12. DUTIES UPON TERMINATION.

- a. Upon termination of this Agreement for any reason whatsoever, the School shall promptly pay to the COMPANY any monies owing to the COMPANY hereunder. Furthermore, unless the School exercises its rights under subsection (c) below, the School shall return to the COMPANY any of the COMPANY's proprietary materials relating to its operations and activities, and all real or personal property provided by the COMPANY hereunder not owned by the School or the state. The Parties shall cooperate to provide for transition to another administrative or structural arrangement. The COMPANY shall assist the School in any transition of management and operations, including, but not limited to (i) the orderly transition of all School records and other property, equipment and material in the COMPANY's custody or control; and (ii) providing the necessary assistance to ensure the least disruption of the School's operations as a result of the termination.
- b. In recognition of the importance of maintaining the integrity of, and continuing the operations of the School, in the event of termination of this Agreement for any reason by either party prior to the end of this Agreement's term, the Parties shall cooperate to provide for transition to another administrative or structural arrangement.
- c. Following termination of this Agreement for any reason, any furniture, equipment, or other property purchased by or on behalf of the School with public funds shall remain the property of the School. Any furniture, equipment or other property purchased by

the COMPANY with its funds shall remain the property of the COMPANY, unless otherwise specified by applicable law.

- d. All financial, educational and student records of the School are public property and such records are subject to the Public Records laws of the State of Texas, except as may otherwise be restricted by state or federal law. In addition, all of the School's financial records shall be made available to the School's independent auditor and to the TEA as required by state law.

13. RELATIONSHIP OF THE PARTIES. The parties hereto acknowledge that their relationship is that of independent contractors and does not create an employee/employer relationship between the parties. It is the intent of the parties that the COMPANY is an independent contractor under this Agreement, and its employees are not employees of the School for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state Workers' Compensation Act, the state Unemployment Insurance Law, or other federal or state labor laws. The COMPANY shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the COMPANY's activities and responsibilities hereunder, provided further that administrative procedures applicable to services rendered under this Agreement shall be those of the COMPANY, which shall not conflict with the policies of other applicable federal or state laws. No employee of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the parties, and the School will not be liable for any business obligation incurred by the COMPANY, including but not limited to unpaid minimum wages and/or overtime premiums.

14. NO THIRD PARTY BENEFICIARIES. This Agreement and the provisions hereof, are for the exclusive benefit of the parties hereto and their affiliates, and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

15. INSURANCE.

- a. The COMPANY shall maintain, at its own expense, such commercial general liability insurance and excess umbrella liability insurance, other than Directors' and Officers' insurance, which shall be maintained by the School. The COMPANY's insurance policies shall name the School as an additional insured, in an amount not less than one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000.00) aggregate. Each such policy shall name the School as an additional insured, and a certificate of insurance specifying same shall be provided to the School within thirty (30) calendar days of the execution of this Agreement. All such policies required to be maintained by the COMPANY shall be with and by responsible companies of recognized standing, authorized to sell insurance in the jurisdiction where the School is located, and shall be written in standard form, and shall provide that the policies shall not be cancelable except upon thirty (30) days' written notice to the School.

- 19. WAIVER AND DELAY.** No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time, or will be deemed a waiver of such provision at any other time.
- 20. RESOLUTION OF DISPUTES-MEDIATION.** In the event of any dispute between the parties hereto, the parties shall settle said dispute through mediation administered by a mutually agreed-upon mediator.
- 21. GOVERNING LAW.** The laws of the State of Texas shall govern this Agreement without regard to any jurisdiction's conflict of laws provisions.
- 22. CHANGE IN LAW.** In the event that there shall be a change in federal or state law (or in the application or interpretation thereof); the adoption of new legislation or regulations applicable to this Agreement; or the initiation of an enforcement action with respect to legislation, regulations, or instructions applicable to this Agreement, any of which affects the continuing viability or legality of this Agreement or the tax exempt status of the School, then either party may by notice propose an amendment to conform this Agreement to existing laws, and the parties shall negotiate in good faith to adopt such amendment. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangements between the parties hereunder. In the event it is not possible to amend this Agreement to preserve in all material respects the underlying economic and financial arrangements between the parties, this Agreement may be terminated by either party upon sixty (60) days' prior written notice to the other, unless a sooner termination is required by law.
- 23. NON-EXCLUSIVITY.** The parties to this Agreement understand that the business of the COMPANY is to operate and provide management services to charter schools throughout the State of Texas. As such, the parties agree that the COMPANY and its affiliates may manage, operate or otherwise provide services to other charter schools in the State of Texas, even though the same may be considered competitive with the School, so long as such activity does not directly and negatively impact the School's enrollment.
- 24. ASSIGNMENT; BINDING AGREEMENT.** Neither party shall assign this Agreement without the written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 25. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.** The COMPANY hereby represents and warrants to the School as follows:
- a. The COMPANY is duly organized, validly existing, and in good standing under the laws of the State of Texas, and/or is qualified to do business in the State of Texas, and has the authority to carry on its business as now being conducted and the authority to execute, deliver, and perform this Agreement.
 - b. The COMPANY has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of the COMPANY enforceable against it in accordance with its terms,

except as may be limited by federal and state laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.

- c. The COMPANY has made, obtained, and performed all registrations, filings, approvals, authorizations, consents, licenses, or examinations required by any government or governmental authority, domestic or foreign, in order to execute, deliver and perform its obligations under this Agreement.
- d. The Company has the financial ability to perform all of its duties and obligations under this Agreement.

26. REPRESENTATIONS OF THE SCHOOL. The School hereby represents and warrants to the COMPANY as follows:

- a. The School is duly organized, validly existing, and in good standing under the laws of the State of Texas, and is qualified, accredited and in good standing to operate a public charter school in the State of Texas, and its exempt status under 501(c)(3) is in good standing with the Internal Revenue Service, and it has the authority to carry on its business as now being conducted, and the authority to execute, deliver, and perform this Agreement.
- b. The School and its authorized representative have taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of the School, enforceable against it in accordance with its terms, except as may be limited by federal and state laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.
- c. The School has the financial ability to satisfy its obligations to the COMPANY under this Agreement.

27. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

28. AMENDMENT. This Agreement shall supersede any and all other agreements (oral or written) by the parties, and constitutes the entire understanding between the parties with respect to the subject matter hereof. There are no presentations, agreements, arrangements or understandings, between or among the parties relating to the subject matter hereof which are not fully expressed herein. This Agreement may not be modified or amended except by a writing signed by each party hereto.

EXHIBIT A

Administration and Education Support

1. Support in every aspect of school administration

- a. School administration
- b. Conflict Resolution and Problem solving
- c. Board Policy and Advisory Consulting
- d. Implementation of a Customized Leadership Culture and Rituals
- e. Curriculum and Instruction Consultation
- f. Parent Nights Model Support and Parent as Partners Program
- g. College Readiness Support for Activities, Day-to-Day Rituals,
- h. Character Program Support and Implementation

Monthly Deliverable Hours:

- Weekly Coaching Conference Call (1 hour a week)
- Bimonthly campus walk-through – (2 hours)
- Coaching on call – as needed (\$100.00 per hour in addition to point 7 in contract)

3. Project Based Training for 4th – 8th Grade Teachers

a. Day One:

Teachers will be introduced to the world of Project Based Learning (PBL), spending the morning at TBD New Tech High School observing classes and identifying the key elements of PBL. During the afternoon, teachers will work together to create driving questions surrounding the state standards in the scope and sequence and begin the process of creating a project.

b. Day Two:

Teachers will investigate the elements of a successful project launch, including how to successfully manage collaborative groups. Project development continues, beginning with the end in mind, with the afternoon dedicated to writing rigorous rubrics to effectively determine student mastery of the state standards.

c. Day Three:

Successful projects actively involve students with research and project workdays. Today, participants learn how to scaffold these activities, conduct workshops, and manage student activity. Teachers also learn how to incorporate both traditional and nontraditional assessments to determine student mastery of concepts, as well as to ensure preparation for high stakes tests.

d. Day Four:

Mentor teachers conduct workshops for participants, aiding in the completion of their first projects. Participants then present these projects to a panel of peers and experts for constructive feedback and learn the expectations for students during project presentations. The afternoon ends with a meaningful reflection on the past four days and a list of next steps to successfully implement the created projects upon return to the teacher's home school.

4. Texas Education Certified Training

a. In-Depth Review of Required Charter Board Training (3 – 12 hours training credit)

- School Law
- School Finance
- Health & Safety
- Accountability (Public Funds)
- Accountability (Accountability to Public)
- Open Meetings
- Public Records

b. Annual "Team of Eight" and Level II School Board Training

- Roles & Responsibilities of Boards and Superintendent Within the Team of Eight
- Evaluating the Superintendent
- Accountability
- FIRST

c. School Law 101

- Public Education Mission and Goals
- State-Level Governance
- Local Boards of Education
- Regional Service Centers
- Charter Schools
- Administration
- Federal Government in Education
- Parents' Rights
- Attendance
- Residency and Guardianship
- Maintaining a Safe School Environment
- Curriculum Laws
- Special Education
- Employment
- Unions and Grievances
- Educator Rights
- Rights of Expression
- Religion in the Schools
- Student Discipline
- Privacy
- Legal Liability

d. Open Meetings and Open Records Training (Attorney General Office required training)

- Requirements for Training of Public Entities
- Open Government Training: Texas Attorney General

e. Board Self-Assessment

- Framework for School Board Development
- School Board Member's Creed
- Code of Ethics for School Board Members

- How Effective are Your Board Meeting Procedures: Running an Effective Meeting
- School Board Standard Operational Procedures
- School Board Effective Audit (TASB Model or Other Model)

f. Workshop: School Board Operational Procedures Development (Adoption Ready Product)

e. Developing an Effective Hearing Process

- Board Policies and Procedures Currently in Place
- Administrative Regulations and Operational Procedures
- Legal Ramifications
- Conducting an Effective Hearing (Parent, Employee, Student)
- What Happens Next?

f. Goal and Priority Setting Workshop: Planning Strategically

- Mission and Motto
- Vision
- Beliefs
- Barriers to Success
- Guiding Principle
- Decision-Making Parameters
- Goals (Revisit and/or Develop)
- Strategies
- Priorities for the Coming Year

g. Orientation of New Board Members (with Superintendent)

- Role and Responsibilities of the Board and Individual Members
- Role and Responsibilities of the Superintendent/CEO
- Policies and Procedures
- The School Charter
- Meetings Management: Agenda Development, Getting an Item on the Agenda
- Personnel and Nepotism

h. Campus/Facility Safety and Security Audit

- SB 11 Overview and Requirements
- Texas State University Center for Safe and Secure Schools
- Audit Requirements and Procedures

i. Mediation Skills for School Leaders: Blessed Are the Peacemakers

- What is Mediation?
- Why use Mediation?
- Who should Mediate?
- How does Mediation take place?

j. Skills and Competencies Needed to Succeed in Today's Workplace

- The SCANS Report
- Partnership for 21st Century Skills
- Increased Graduation Requirements for Texas Students
- Implications

k. Evaluation of the Superintendent/CEO

- The Superintendent's/CEO's Contract
- Expectations and Relationships
- Board and Administrator Code of Ethics
- Evaluation Format Development
- The Pre-Evaluation Conference
- The Follow-up Conference
- Expectations

l. No Child Left Behind and State Accountability: Coming to Terms with Alphabet Soup!

- No Child Left Behind (NCLB)
- Adequate Yearly Progress (AYP)
- Texas Accountability Ratings (AEIS)

- Graduation Rates and Completion Rates
- Dropouts

m. Servant Leadership Training: The Robert Greenleaf Model

- Listening
- Empathy
- Healing
- Awareness
- Persuasion
- Conceptualization
- Foresight
- Stewardship
- Commitment to the Growth of People
- *Building Community*

n. Leadership and Team-Building Workshops based on –

- Results: the way to continuous school improvement by Mike Schmoker
- The 17 Indisputable Laws of Teamwork by John Maxwell
- Leadership Secrets of Attila the Hun by Wess Roberts
- Total Quality Management by W. Edwards Deming
- Gallup Q12: The Twelve Dimensions of a Great Workplace by Marcus Buckingham and Curt W. Coffman authors of First, Break All the Rules: What the World's Greatest Managers Do Differently (Gallup Organization)
- Kaizen by Masaaki Imai
- Seven Habits of Highly Effective People by Stephen Covey
- Good to Great: Why Some Companies Make the Leap...and Others Don't by Jim Collins
- Poverty: A Framework for Understanding and Working with Students and Adults from Poverty by Ruby K Payne, Ph.D.
- What Works in Schools and Classroom Management that Works by Robert Marzano

o. Curriculum Alignment Workshop

- TEKS
- Curriculum Defined (What? Why? How?)
- Vertical Teaming

p. Legislative Update and Interpretations for ISD/Charter Boards and Administrators

- 82nd Session of the Texas Legislature
- Subsequent Called Special Sessions

EXHIBIT B – Economies to Scale

The minimum annual fee is based upon an average daily attendance of 400 students, and the fee decreases on a per student basis as the number of students increases.

<u>Quantity</u>	<u>Cost</u>
<u>Students</u>	<u>Per Student ADA</u>
For first 400	\$312.50 minimal fee applies

Upon approval and effectiveness of this Agreement, pursuant to Section 4(d) above, the School shall pay an annual fee to the COMPANY (the “COMPANY Service Fee”) of a *minimum* of (\$125,000.00) ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS for the first 400 students. The per student fee is set according to economies of scale (as stated below). When the product of the FORMULA exceeds the minimal fee, the payment per ADA shall be paid in reoccurring estimated monthly increments determined by agreed FORMULA (attached as Exhibit C).

401-999	\$156.25
1000-1499	\$140.62
1500-1999	\$126.56
2000+	\$113.91

Summary Monthly Settlement Sheet

			(1) Students	(2) Students	
			Enrolled	Present	
Six Weeks					
Day 1	1200	1159			
Day 2	1196	1140			
Day 3	1194	1127			
Day 4	1197	1028			
Day 5	1193	972			
Day 6	1194	961			
Day 7	1196	954			
Day 8	1194	953			
Day 9	1197	942			
Day 10	1193	953			
Day 11	1194	942			
Day 12	1196	960			
Day 13	1194	954			
Day 14	1197	953			
Day 15	1193	942			
Day 16	1194	943			
Totals:	19122	15883			
Six Weeks					
Day 17	1195	932			
Day 18	1196	931			
Day 19	1194	942			
Day 20	1197	934			
Day 21	1193	932			
Day 22	1194	931			
Day 23	1196	942			
Day 24	1194	934			
Day 25	1197	932			
Day 26	1193	931			
Day 27	1194	942			
Day 28	1196	934			
Day 29	1194	942			
Day 30	1197	958			
Day 31	1193	959			
Day 32	1194	943			
Totals:	19117	15019			

Enrollment Calculation

(1) Total Days in Membership	38,239		
(2) Days Taught	32	=	1194.969 Average Enrollment Calculation

Attendance Percentage Calculation

(4) Total Days Present	30,902		
(1) Total Days In Membership	38,239	=	80.813% Percentage Attendance (rounded to three decimals)

Monthly Fee Calculation

Avg. Enrollment minus The First 400 =		Percentage Attendance	\$140.62 ADA Per Annum	
794.969	X	80.813%	X	11.718 = \$ 7,528.284 Monthly Fee
Add the (\$125,000/12) =				\$10,416.67 Monthly Minimum Fee
Total Monthly Due =				\$ 17,944.95

Exhibit C

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IN WITNESS WHEREOF, the parties hereto have set their hands by and through their duly authorized officers as of this _____ day of _____, _____.

HELP CHARTERS, L.L.C.

BY: _____
Bracy Wilson, President and CEO

[INSERT CHARTER HOLDER CORPORATE NAME], D/B/A [INSERT CHARTER SCHOOL NAME]

BY: _____
[NAME AND TITLE]

**CHARTER SCHOOL SERVICES AGREEMENT BETWEEN
HELP CHARTERS, L.L.C. AND
LEGACY21, INC. CHARTER SCHOOL**

WHEREAS, Legacy21, Inc. is charter holder for Legacy21, Inc. (hereinafter collectively the "School"), authorized to operate a public charter school in the State of Texas pursuant to Texas Education Code chapter 12; and

WHEREAS, Help Charters, L.L.C., is a Charter Service Organization (hereinafter the "COMPANY"), offering operational, coaching and consulting services to charter holders and charter schools; and

WHEREAS, Legacy21, Inc. has performed an assessment of the School's operational needs and its available resources and analyzed associated costs of same; and has determined that the School and its students would benefit from the resources, skills, expertise and services offered by and through the COMPANY, and that it is in the best interest of the School to enter into this Services Agreement (the "Agreement") with the COMPANY;

NOW, THEREFORE, Legacy21, Inc. and the COMPANY, in consideration of their mutual promises and covenants, and intending to be legally bound hereby, enter into this Services Agreement (the "Agreement"), and agree as follows:

1. **TERM**. This Agreement shall commence on May 1, 2012, but no earlier than the date permitted by Section 4(d) below and shall continue for one (1) year(s) (the "Initial Term"), unless terminated for cause by either party in accordance with the termination notice requirements contained herein. After the initial term, this Agreement shall renew for consecutive four (4) year terms ("Renewal Term") unless terminated in writing on or before sixty (60) calendar days before the end of the then-current term.
2. **CONTRACTED SERVICES**. To the extent permitted by law, the School hereby contracts with the COMPANY to provide it with those services selected by the School, and approved by the School's Board of Directors, on the attached "Menu of Services." (attached as Exhibit A).
3. **COMPANY RESPONSIBILITIES**. In providing such services to the School, the COMPANY will act in accordance with the terms of this Agreement, within the bounds of the School's charter/authorizing agreement, in accordance with the non-profit charitable purpose of the School, and subject to the direction of the School's governing body and chief executive officer;
 - a. The COMPANY will consult and cooperate with the School's designated audit, accounting and financial advisors, educational consultants, the School's legal counsel and other advisors and professional consultants engaged by the School.
 - b. The COMPANY will consult with the School in the preparation of required policies and procedures, manuals, forms, handbooks and other documents, and will share with

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the School any such documents that may be developed by the COMPANY for the School from time to time.

- c. The COMPANY will maintain all records created in furtherance of this Agreement in accordance with applicable law, including but not limited to 19 TAC §§ 100.1159 and 100.1203. All records related to the COMPANY's services will be maintained separately from any other COMPANY records. The COMPANY will maintain all School records within the State of Texas, and will provide School Records to the School, upon request and when needed for purpose authorized under applicable law, including in response to public information requests, management requests, or internal or external audits or investigations.
- d. The COMPANY shall comply with applicable federal and state law concerning confidentiality of student and staff records. The COMPANY shall be responsible for compliance with all privacy regulations in regards to such educational records.
- e. The COMPANY shall report to the School's governing body with such frequency as the School shall reasonably request concerning the COMPANY's activities under this Agreement.
- f. The COMPANY shall, at its sole discretion and in accordance with applicable law, have the authority to determine the method and mode of delivering its contracted services, including but not limited to determining staffing levels and functions needed for provision of services, selection and assignment of COMPANY employees to the School, and hiring of independent service providers or contractors to assist the COMPANY. Notwithstanding, the COMPANY shall inform the School of significant personnel changes as appropriate, and respond to any School inquiries regarding same.
- g. Any COMPANY employees, agents, or contractors, shall have been given and passed legally required background checks and be deemed eligible for employ with a public school under applicable law. The COMPANY will provide the School with any relevant records relating to same upon request.
- h. The COMPANY shall have sole and exclusive responsibility and authority to supervise, select, evaluate, discipline, transfer, and train or to take any other employment action, with respect to COMPANY employees, agents or contractors servicing the School. Should the School have any concerns with persons assigned it by the COMPANY, the School shall communicate such concerns to the COMPANY's designated liaison.
- i. During the Initial Term, and any subsequent Renewal Term, the COMPANY shall, in the provision of services hereunder, comply with all applicable federal, state and local statutes, rules and ordinances.
- j. The COMPANY reserves the right to subcontract any of the services it agrees to provide to the School. The COMPANY shall remain responsible and liable to the School for the management and performance of all subcontractors in the satisfactory performance of their work. The COMPANY shall be solely responsible for all costs, expenses and fees associated with such subcontractors, unless these costs are reimbursed in grant or other funding programs provided to or available to the School.
- k. The COMPANY shall have the authority and power necessary to undertake its responsibilities described in this Agreement, subject at all times to the direction of the

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School and 19 TAC §§ 100.1033 and 100.1101, and concerning non-delegable duties of the Charter Organization and section 5 below.

4. SCHOOL RESPONSIBILITIES.

- a. The School shall remain responsible for all program compliance with applicable state and federal law and guidelines. The School shall additionally be responsible for the provision and operation of any functions or areas not selected by the School from the Menu of Services.
- b. The School shall be responsible for any and all legal, accounting, audit or other professional/advisor fees concerning the School, including but not limited to legal compliance reporting, general corporate matters, tax matters; or audits, investigations or reviews by state or federal agencies.
- c. The School shall be responsible for maintaining its own financial books and records, procuring its own audit and financial reports required by law and the preparation of all tax filings necessary to maintain its tax-exempt status and its charter with the state.
- d. The School shall submit this Agreement to the TEA, in accordance with 19 TAC § 100.1155(c), at least thirty (30) calendar days prior to any performance or payments under this Agreement. The COMPANY is under no obligation to, and will not commence services under this Agreement until the earlier of (i) the expiration of 30 calendar days following the date on which the Agreement is filed with the TEA for review; or (ii) upon receipt of notice from the TEA that it has approved the Agreement, on which date the Term of this Agreement shall commence.
- e. The School shall provide the COMPANY with copies of and access to all documents required by the COMPANY and/or reasonably determined by the School as necessary for performance under this Agreement. Failure of the School to provide such documents in a timely manner may constitute a breach of this Agreement, and excuse the COMPANY's performance.
- f. The School designates the COMPANY and its appropriate employees as agents of the School having a legitimate educational interest such that they are entitled to access to educational records pursuant to 20 USC §1232g, the Family Educational Rights and Privacy Act ("FERPA"), and shall identify the COMPANY and its appropriate agents as such in its FERPA policies.

5. NON-DELEGABLE DUTIES. Nothing in this Agreement shall be construed as delegating to the COMPANY the powers of the School that are not subject to delegation under state law, including but not limited to the following:

- a. Unless expressly relieved of such responsibilities by appropriate authorities and subsequently, expressly agreed to by the School, the School shall remain solely responsible for, and does not herein delegate to the COMPANY any of the following duties:
 - i. final authority to hear or decide employee grievances, citizen complaints, or parental concerns;
 - ii. final authority to adopt or amend the School budget, or to authorize the expenditure or obligation of state funds, or the use of public property;

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- iii. final authority to direct the disposition or safekeeping of public records; except that the School's governing body may delegate this function to any person, subject to the governing body's superior right of immediate access to, control over, and possession of such records;
 - iv. final authority to adopt policies governing the School's operations;
 - v. final authority to approve audit reports under TEC § 44.008(d); or
 - vi. initial or final authority to select, employ, direct, evaluate, renew, non-renew, terminate, or set compensation for the School's chief executive officer.
- b. In addition, the chief executive officer of the School shall not delegate final authority to:
- i. organize the School's central administration;
 - ii. approve reports or data submissions required by law; or,
 - iii. select School employees or officers.
6. **INTELLECTUAL PROPERTY.** Neither party may provide proprietary information or trade secrets to third parties relating to the School or its operations, or the COMPANY and its operations without prior written consent from the other party, unless otherwise required by law or this Agreement.
7. **COMPANY SERVICE FEE.** Upon approval and effectiveness of this Agreement, pursuant to Section 4(d) above, the SCHOOL shall pay an annual fee to the COMPANY (the "COMPANY Service Fee") of a minimum of (\$225,000.00) TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS. The per student fee is set according to economies of scale (attached as Exhibit B). When the product of the FORMULA exceeds the minimal fee, the payment per ADA shall be paid in reoccurring estimated monthly increments determined by agreed FORMULA (attached as Exhibit C). Payments shall be computed utilizing the Average Enrollment Calculation times the previous semester's Percentage Attendance, and the payments trued up at the end of the semester utilizing the actual PEIMS data for the semester. The first payment is due October 1st, with payments following on November 1st, December 1st, January 1st, February 1st, March 1st, April 1st, May 1st, June 1st, July 1st, August 1st, and September 1st.

Average Enrollment Calculation

$$\frac{\text{Total Days in Membership}}{\text{Days Taught}} = \text{Average Enrollment Calculation}$$

Attendance Percentage Calculation

$$\frac{\text{Total Days Present}}{\text{Total Days in Membership}} = \text{Percent Attendance Calculation}$$

Monthly Lease Calculation

Average Enrollment Calculation

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x Percent Attendance Calculation
x \$50 per student = Monthly Lease Calculation

8. **COMPANY INVOICES.** The monthly COMPANY Service Fee due to the COMPANY hereunder shall be invoiced to the School within fifteen (15) days of the end of each month, and shall be due and payable in full within fifteen (15) days of the invoice date. The invoice must be presented in an itemized format acceptable to the School. Invoicing shall include sufficient detail to allow the School to comply with any grant requirements. Invoices may be based on estimates, and shall be trueed-up, if necessary, in subsequent invoices. All amounts payable hereunder shall, at the COMPANY's option, be made via electronic funds transfer. The School shall cooperate with the COMPANY to set up and establish necessary accounts and procedures for payment.
9. **TERMINATION BY THE SCHOOL FOR CAUSE.** The School may, at its option, terminate this Agreement in the event:
- a. The COMPANY materially breaches this Agreement or there is a breach of this agreement as defined by state law and the COMPANY does not cure said material breach before the later of (i) forty-five (45) days of its receipt of written notice from the School; or (ii) the end of the then-current academic semester;
 - b. Fraudulent or willful misconduct by the COMPANY that has a material adverse effect on the School. If the breach cannot be reasonably cured within the applicable cure period, the COMPANY shall promptly notify the School which may authorize the COMPANY to promptly undertake and continue efforts to cure said material breach within a reasonable timeframe to be agreed upon by the parties;
 - c. Any "Material Change" in state or federal funding for the School's students, provided that any notice of termination delivered to the COMPANY after school opens for the education of students for any school year shall not be effective until the end of that academic year. A material change is defined as a reduction of more than fifteen percent (15%) of the combined available federal and state funding on a per-student basis included in the application in comparison to the per-student ADA weighted funding that was available in the prior fiscal year;
 - d. The COMPANY files a voluntary petition in bankruptcy under Title 11 of the United States Bankruptcy Code; or
 - e. Upon any final adverse state action against the School to suspend, terminate or revoke the School's charter, the School may, at its sole option, terminate this Agreement with written notice to the COMPANY within twenty (20) days of such final state action.
10. **TERMINATION BY THE COMPANY FOR CAUSE.** The COMPANY may, at its option, terminate this Agreement upon the occurrence of any of the following events:
- a. The School fails to pay any COMPANY Service Fee, advances reimbursement or fees due to the Company within thirty (30) days of receiving written notice that such Company Fee advances are due;
 - b. The School is in material default under any other condition, term or provision of this Agreement, which default remains uncured for a cure period ending on the later of (i) forty-five (45) days from the time that the School receives written notice of said

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default; or (ii) the end of the then-current academic semester, unless the default cannot be reasonably cured within said cure period, in which case the School shall promptly notify the COMPANY, which may authorize the School to promptly undertake or continue efforts to cure said material default within a reasonable timeframe to be agreed upon by the parties;

- c. Any material change in state or federal funding for the School, provided that any notice of termination delivered to the School after the School opens for the education of students for any school year shall not be effective until the end of that academic year. A material change is defined as a reduction of more than fifteen percent (15%) of the combined available federal and state funding on a per-student basis included in the application in comparison to the funding that was available in the prior fiscal year; or
- d. The School fails to provide documents or information necessary for the COMPANY to perform under this Agreement, as specified in Section 4(e) above, and does not cure such default within fifteen (15) days of notice by the COMPANY, or another reasonable timeframe to be expressly agreed upon by the parties. The COMPANY shall be excused from performance, and from any deadlines that may lapse during the period of time that the required documents or information have not been provided by the School.

11. EFFECTIVENESS OF TERMINATION UNDER SECTION 11 AND 12.

- a. In the event that the School or the COMPANY terminates this Agreement for any of the aforementioned reasons, under Sections 11 and 12, except failure to pay, and the School continues to pay the COMPANY the fees due to the COMPANY pursuant to Sections 9 and 10, then the COMPANY shall continue to perform its obligations hereunder, notwithstanding such notice of termination, until the end of the then-current academic semester. In the event the School fails to continue to pay the fees owed to the COMPANY, the COMPANY may terminate this Agreement following the expiration of the thirty (30) day period after notice of payment due is delivered to the School.
- b. The Parties agree that this Agreement may additionally be terminated by either party with thirty (30) days' notice in the event of any of the following:
 - i. The TEA's rejection of this Agreement;
 - ii. Loss, suspension or termination of the charter contract; or
 - iii. The enactment, repeal, promulgation, amendment or withdrawal of the state charter law(s), such that this Agreement or the operation of the Charter School in conformity with this Agreement or the Contract violates the law, or is no longer possible.

12. DUTIES UPON TERMINATION.

- a. Upon termination of this Agreement for any reason whatsoever, the School shall promptly pay to the COMPANY any monies owing to the COMPANY hereunder. Furthermore, unless the School exercises its rights under subsection (c) below, the School shall return to the COMPANY any of the COMPANY's proprietary materials relating to its operations and activities, and all real or personal property provided by the COMPANY hereunder not owned by the School or the state. The Parties shall

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cooperate to provide for transition to another administrative or structural arrangement. The COMPANY shall assist the School in any transition of management and operations, including, but not limited to (i) the orderly transition of all School records and other property, equipment and material in the COMPANY's custody or control; and (ii) providing the necessary assistance to ensure the least disruption of the School's operations as a result of the termination.

- b. In recognition of the importance of maintaining the integrity of, and continuing the operations of the School, in the event of termination of this Agreement for any reason by either party prior to the end of this Agreement's term, the Parties shall cooperate to provide for transition to another administrative or structural arrangement.
- c. Following termination of this Agreement for any reason, any furniture, equipment, or other property purchased by or on behalf of the School with public funds shall remain the property of the School. Any furniture, equipment or other property purchased by the COMPANY with its funds shall remain the property of the COMPANY, unless otherwise specified by applicable law.
- d. All financial, educational and student records of the School are public property and such records are subject to the Public Records laws of the State of Texas, except as may otherwise be restricted by state or federal law. In addition, all of the School's financial records shall be made available to the School's independent auditor and to the TEA as required by state law.

13. RELATIONSHIP OF THE PARTIES. The parties hereto acknowledge that their relationship is that of independent contractors and does not create an employee/employer relationship between the parties. It is the intent of the parties that the COMPANY is an independent contractor under this Agreement, and its employees are not employees of the School for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state Workers' Compensation Act, the state Unemployment Insurance Law, or other federal or state labor laws. The COMPANY shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the COMPANY's activities and responsibilities hereunder, provided further that administrative procedures applicable to services rendered under this Agreement shall be those of the COMPANY, which shall not conflict with the policies of other applicable federal or state laws. No employee of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the parties, and the School will not be liable for any business obligation incurred by the COMPANY, including but not limited to unpaid minimum wages and/or overtime premiums.

14. NO THIRD PARTY BENEFICIARIES. This Agreement and the provisions hereof, are for the exclusive benefit of the parties hereto and their affiliates, and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

15. INSURANCE.

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- a. The COMPANY shall maintain, at its own expense, such commercial general liability insurance and excess umbrella liability insurance, other than Directors' and Officers' insurance, which shall be maintained by the School. The COMPANY's insurance policies shall name the School as an additional insured, in an amount not less than one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000.00) aggregate. Each such policy shall name the School as an additional insured, and a certificate of insurance specifying same shall be provided to the School within thirty (30) calendar days of the execution of this Agreement. All such policies required to be maintained by the COMPANY shall be with and by responsible companies of recognized standing, authorized to sell insurance in the jurisdiction where the School is located, and shall be written in standard form, and shall provide that the policies shall not be cancelable except upon thirty (30) days' written notice to the School.
- b. The School shall remain responsible for its Directors' and Officers' insurance, errors and omissions insurance, employment practices insurance and any legal fees and expenses resulting or related to claims covered by such policies.
- c. The parties shall notify each other concerning any claim or potential claim involving the School or services under this Agreement.
- d. On any claim arising out of the intentional, reckless or negligent conduct of the COMPANY or its employees, the COMPANY shall pay the deductibles on all COMPANY- and School-owned insurance policies.

16. INDEMNIFICATION. In addition to other provisions provided for herein above, and to the extent permitted by law, each party hereto shall indemnify and hold harmless the other party, and their respective officers, board members, employees, agents and consultants, from and against all actions, claims, suits, liabilities, proceedings, penalties, fines, costs, and expenses (including reasonable attorneys' fees at both the trial and appellate levels) arising directly from any breach of this Agreement or any violation of the state charter school laws, or any other applicable law by such indemnifying party, its officers, employees, agents, consultants and servants, as applicable. Nothing in this Agreement is intended to waive any rights or privileges of immunity by any party to which immunity may apply. This indemnification agreement shall survive the termination of this Agreement.

17. NOTICES. Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid, facsimile (provided a copy is also sent by one of the other permitted methods of notice), or through a nationally-recognized overnight carrier, addressed as follows:

If to the COMPANY, to:

Help Charters L.L.C.
Attn: Bracy Wilson
5901 Sterling Trail
McKinney, Texas 75071
Telephone: (214) 491-7471
Email: help@helpcharters.com

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If to the School, to:

Legacy21, Inc.
Att: Dr. Becky Good
8510 Military Parkway
Dallas, Texas 75227
Telephone: () - -
Email or Fax: _____

18. **SEVERABILITY.** If any provision becomes, or is held to violate law or be unenforceable, the same shall be stricken, and the remaining provisions of this Agreement shall remain in full force and effect.
19. **WAIVER AND DELAY.** No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time, or will be deemed a waiver of such provision at any other time.
20. **RESOLUTION OF DISPUTES-MEDIATION.** In the event of any dispute between the parties hereto, the parties shall settle said dispute through mediation administered by a mutually agreed-upon mediator.
21. **GOVERNING LAW.** The laws of the State of Texas shall govern this Agreement without regard to any jurisdiction's conflict of laws provisions.
22. **CHANGE IN LAW.** In the event that there shall be a change in federal or state law (or in the application or interpretation thereof); the adoption of new legislation or regulations applicable to this Agreement; or the initiation of an enforcement action with respect to legislation, regulations, or instructions applicable to this Agreement, any of which affects the continuing viability or legality of this Agreement or the tax exempt status of the School, then either party may by notice propose an amendment to conform this Agreement to existing laws, and the parties shall negotiate in good faith to adopt such amendment. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangements between the parties hereunder. In the event it is not possible to amend this Agreement to preserve in all material respects the underlying economic and financial arrangements between the parties, this Agreement may be terminated by either party upon sixty (60) days' prior written notice to the other, unless a sooner termination is required by law.
23. **NON-EXCLUSIVITY.** The parties to this Agreement understand that the business of the COMPANY is to operate and provide management services to charter schools throughout the State of Texas. As such, the parties agree that the COMPANY and its affiliates may manage, operate or otherwise provide services to other charter schools in the State of Texas, even though the same may be considered competitive with the School, so long as such activity does not directly and negatively impact the School's enrollment.
24. **ASSIGNMENT; BINDING AGREEMENT.** Neither party shall assign this Agreement without the written consent of the other party. This Agreement shall be binding upon and

APPROVED DURING CONTINGENCY PROCESS

inure to the benefit of the parties hereto and their respective successors and permitted assigns.

25. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The COMPANY hereby represents and warrants to the School as follows:

- a. The COMPANY is duly organized, validly existing, and in good standing under the laws of the State of Texas, and/or is qualified to do business in the State of Texas, and has the authority to carry on its business as now being conducted and the authority to execute, deliver, and perform this Agreement.
- b. The COMPANY has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of the COMPANY enforceable against it in accordance with its terms, except as may be limited by federal and state laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.
- c. The COMPANY has made, obtained, and performed all registrations, filings, approvals, authorizations, consents, licenses, or examinations required by any government or governmental authority, domestic or foreign, in order to execute, deliver and perform its obligations under this Agreement.
- d. The Company has the financial ability to perform all of its duties and obligations under this Agreement.

26. REPRESENTATIONS OF THE SCHOOL. The School hereby represents and warrants to the COMPANY as follows:

- a. The School is duly organized, validly existing, and in good standing under the laws of the State of Texas, and is qualified, accredited and in good standing to operate a public charter school in the State of Texas, and its exempt status under 501(c)(3) is in good standing with the Internal Revenue Service, and it has the authority to carry on its business as now being conducted, and the authority to execute, deliver, and perform this Agreement.
- b. The School and its authorized representative have taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of the School, enforceable against it in accordance with its terms, except as may be limited by federal and state laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.
- c. The School has the financial ability to satisfy its obligations to the COMPANY under this Agreement.

27. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

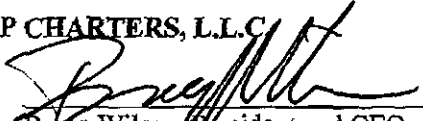
28. AMENDMENT. This Agreement shall supersede any and all other agreements (oral or written) by the parties, and constitutes the entire understanding between the parties with respect to the subject matter hereof. There are no presentations, agreements, arrangements or understandings, between or among the parties relating to the subject

matter hereof which are not fully expressed herein. This Agreement may not be modified or amended except by a writing signed by each party hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands by and through their duly authorized officers as of this 04 day of October, 2011.

HELP CHARTERS, L.L.C.

BY:


Bracy Wilson, President and CEO

Legacy21, Inc.,

BY:


[NAME AND TITLE]

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EXHIBIT A

Back Office Finance and Business Services

1. Back Office Regional Campus Support
 - a. Company will maintain a full time employee who will serve as the Information Coordinator for multiple schools in the region.
 - b. Teachers in the classroom at each campus will take attendance at 10:15 AM and submit classroom attendance report to the Principal designee.
 - c. The Principal designee will compile, review, verify, and submit attendance report to Principal by 11:00 AM.
 - d. The Principal will review, verify and submit attendance report to Company Information Coordinator by 2:00 PM.
2. Accounting
 - a. Maintain Accounting ledgers as required by Independent Auditors in compliance with TEA regulations.
 - b. Submit financial records to independent auditor in format requested
 - c. Provide Internal Audit to assist district staff in verifying data integrity for audit submission.
 - d. Reconcile bank Statements.
 - e. Process submitted requisitions and purchase orders.
 - f. Track encumbrance of funds.
 - g. Prepare vouchers for printing or electronic payment.
 - h. Post receipts.
 - i. Prepare 1099's for distribution
 - j. Obtain W9's
3. Budget Management
 - a. Assist Superintendent in budget preparation in compliance with FASRG
 - b. Post receipts and track revenues
 - c. Report budget violations to Superintendent and Board
 - d. Budget Tracking and cash flow reporting
4. Reporting
 - a. Submit state reports including but not limited to TRAQS, TWC
 - b. Submit federal reports including but not limited to W2's, 941's and 1099's
 - c. Maintenance of Effort Schedules

5. Payroll Administration
 - a. Complete two payrolls monthly from data submitted and approved by district
 - b. Assist district in maintenance of Payroll/HR files in compliance with state and federal requirements
 - c. Electronic submission of approved payrolls
 - d. Prepare printed checks for district approval and distribution
 - e. Distribute electronic check stubs and information to employees
 - f. Report TRAQS, 941's, Workers Compensation, Unemployment
6. Human Resources – Benefits and Compliance
7. Internal Audit
 - a. Internal audit of finance and payroll information
 - b. Internal audit of Student Information System data
 - c. Internal audit of PEIMS data
8. Federal Programs Administration
 - a. Prepare and submit allocated state and federal grants after consultation with district on utilization of funds.
 - b. Expenditure reports and recommendation of grant draws to Superintendent
 - c. Budget tracking
9. External Audit Preparation and Interface

Student Information Services and Support

1. Student Information System Data Entry including demographic data, student enrollment, attendance, special education, Title I, CTE, At Risk, Economic Disadvantaged, FSP, LEP, PRS, GT and Grades.
2. Provide six weeks reports noting possible data anomalies, enrollment trends, attendance reports, special population's reports, and funding reports.
3. PEIMS – Verify Data Integrity
4. PEIMS – Staff Training and Support
5. PEIMS – Submissions and Internal Audit
6. Submit Reports – PET, FSP, STS, Trex, Compensatory Education Reports, NCLB
7. Audit Attendance Accounting for Principals Certification
8. Audit for Student Information Compliance with TEA and Charter Specific Requirements
9. Audit Grading, Scheduling and Student Records Information

APPROVED DURING CONTINGENCY PROCESS

10. Staff Development for Implementation of Approved Policies

Attachment Q

Certificate of Occupancy or Equivalent Certificate

Statement:

The School understands that the certificate of occupancy or equivalent certificate is required and will have appropriate documentation prior to serving students at the charter school.

Attachment R

Negotiated Lease Agreement(s), Deed(s), to
Property, Earnest Money Contract(s), or
Purchase Agreement(s)

Family Cathedral of Praise

10000 Windbell Circle, Mesquite, Texas 75149



February 10, 2011

To Whom It May Concern:

Please allow this letter to serve as written confirmation that Family Cathedral of Praise has agreed to lease our 94,000 s.f. located at 790 Windbell Circle, Mesquite, Texas 75149.

Our agreement with Legacy Preparatory is \$45 per student ADA and 2/3 of the monthly utilities, maintenance and repair.

Pending charter approval, an agreement between school and landlord will be signed.

Sincerely,

Harry Sewell
Senior Pastor

PATHWAY OF LIFE

January 23, 2011

To Whom It May Concern:

Please allow this letter to serve as written confirmation that Pathway Way of Life Church has agreed to lease our 83,000 s.f. located at 8510 Military Parkway, Dallas, Texas.

Our agreement with Legacy Preparatory is \$45 per student ADA and 2/3 of the monthly utilities, maintenance and repair.

Pending charter approval, an agreement between school and landlord will be signed.

Sincerely,



Danny Wegman
Senior Pastor

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

MARKED AS Attachment
4a

SCHOOL LEASE

BETWEEN

CHURCH

AS LANDLORD

AND

SCHOOL

AS TENANT

Dated _____, **YEAR**

This page 445-
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REPLACED WITH
Attachment 4a

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SCHOOL LEASE

THIS SCHOOL LEASE (this "Lease") is made and entered into effective as of _____, YEAR, by and between **CHURCH**, a Texas non-profit corporation (the "Landlord"), and SCHOOL of Dallas, a Texas non-profit corporation d/b/a **SCHOOL** (the "Tenant").

RECITALS:

A. Landlord is the owner of certain real property (as described on Exhibit A-1 attached hereto, hereinafter the "Land"), together with, all and singular, all improvements thereon and all rights and appurtenances pertaining thereto, including any right, title and interest of Landlord in and to adjacent streets, alleys and rights-of-way. The Land includes _____ buildings, grounds and related facilities described herein or from time to time shown, listed or described on Exhibits B-1 and B-2 attached hereto (collectively, the "Facilities"), located at ADDRESS.

B. SCHOOL is an open-enrollment charter school with pre-K, kindergarten, elementary, middle school and high school programs (the "School"), and desires to lease certain premises on the Land and in the Facilities for the education of such total number of *elementary* grade students as may be (i) approved by the Texas Education Agency for occupancy at the Facilities, and (ii) permitted by Landlord from time to time, in the exercise of its reasonable discretion, to occupy the Premises for use by the School.

C. Landlord desires to lease such Premises to Tenant, Tenant desires to lease such Premises from Landlord, and the parties have agreed to such lease, at the rental rate and otherwise on the terms and conditions hereinafter set forth.

IN CONSIDERATION of the Recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree as follows:

SECTION 1 DESCRIPTION AND LEASE OF THE PREMISES

1.1 Leased Premises. Subject to the terms of Exhibits B-1 and B-2 attached hereto, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord use of those premises at the Facilities (the "Premises") described as follows:

(a) exclusive use of each of the rooms or areas (if any) listed or designated for use as School offices or storage, or otherwise designated for exclusive use by Tenant on Exhibit B-2 hereto ("SCHOOL Lease Schedule"), or otherwise designated on the SCHOOL Lease Schedule hereto for exclusive use by the School for its administrative offices and storage of equipment, books, supplies, and other School materials, or such other suitable alternative

office or storage rooms as may be hereafter so designated by Landlord as a result of changes in its needs or changes in the needs of the School, of which Landlord is notified in advance by Tenant;

(b) exclusive use during normal School business hours, Monday through Friday (and parent-teacher meetings, regular or special events and other after-hours use in the customary operation of the School, of which Landlord is notified in advance by Tenant), of each of the classrooms or other areas within the building listed or designated on the SCHOOL Lease Schedule for Tenant's non-exclusive use (hereinafter sometimes referred to as "dual use," "joint use," or "shared use"); and

(c) non-exclusive use during normal School business hours, Monday through Friday (and evenings, other than Sunday or Wednesday, for parent-teacher meetings, scheduled regular or special events, and other after-hours use customary in the operation of the School, and of which Landlord is notified in advance by Tenant), and otherwise on an as-needed or as-available basis, as determined in the reasonable discretion of Landlord, of the auditorium, kitchen, hallways;

Provided, however, in each case, that the official copy of the then-current SCHOOL Lease Schedule, and the actual physical limitations and nature of use as exclusive or non-exclusive of the Premises, shall be conclusively determined, in the absence of manifest error, by Landlord in good faith from the records of Landlord, including the SCHOOL Lease Schedule in the form attached to Landlord's copy of this Lease.

1.2 Joint Use. Landlord shall retain the non-exclusive use (and exclusive use on Sunday and, absent Landlord's prior consent to the contrary, on Wednesday night), of all Common Areas, classrooms, auditorium and other non-exclusive use portions of the Premises and the Land for Landlord's normal weekly church services, and other activities conducted or sponsored by Landlord, including regularly scheduled and special services, meetings, banquets and other regular or special events, and community events. Subject to the terms of Section 1.1 above, Landlord shall coordinate and cooperate in good faith with Tenant in order to provide Tenant with access to non-exclusive use areas of the Premises at all reasonable times that such space is not in use or previously scheduled for use by Landlord.

1.3 Access. Tenant shall be provided with a set of keys and/or keypad codes from time to time sufficient to provide access to the Facilities for the use of the Premises by Tenant. Tenant shall not make copies of any of such keys, or disclose such keypad codes, except on a "need to know" basis to identified individuals of whom Landlord is notified in advance, without the prior consent of Landlord's designated pastor, facilities director or property manager.

1.4 Common Areas. In conjunction with this Lease, Tenant and its employees, agents, students and invitees shall have a non-exclusive license to use the lobby, corridors, restrooms, grounds, sidewalks, parking areas and driveways of the Facilities, and any other building area or real property from time to time designated by Landlord for purposes of pedestrian ingress to and egress from the Premises, for vehicle parking incidental thereto, and for

making such deliveries as are necessary and reasonable (provided that such deliveries are made at reasonable times and in a reasonable manner, and as otherwise required by Landlord), together with any other public-access areas or common areas so designated on the SCHOOL Lease Schedule attached hereto or otherwise approved in writing by Landlord (collectively, the "Common Areas"), in each case subject to such reasonable limitations on such use as may be imposed by Landlord from time to time.

SECTION 2 TERM OF THE LEASE

2.1 Term. The term of this Lease (the "Term") shall commence on June 26, YEAR and shall continue for a period of twelve (12) months, ending on June 30, YEAR.

SECTION 3 RENT

3.1 Rent. Tenant shall pay the following amounts as rent hereunder:

(a) Rental. Tenant shall pay to Landlord, without demand, monthly rent under this Lease, computed and payable as hereinafter set forth.

(1) Rental shall be payable on the first (1st) day of each calendar month to Landlord's address at the Premises, or at such other place designed by written notice or invoice from Landlord to Tenant. The Rental installment amount for any partial calendar months included in the term of the Lease shall be prorated on a daily basis.

(2) Base Rental. Tenant shall pay to Landlord prorated for days of Term in July YEAR, and for the first three full months of the Term (August, September, and October YEAR), a Base Rental in monthly installments of \$12,000.00. A reconciled adjustment will be made for the first three full months in the November lease payment.

(3) Adjusted Rental. Tenant is funded by the Texas Education Agency based on its calculations of Average Daily Attendance ("ADA"), which ADA is further adjusted through additional attendance funding formulas considering a TEA concept known as "membership." Tenant's projected ADA at the School for the Term as calculated by TEA considering "membership" is 96% of enrolled students. Therefore, Adjusted Rental due to Landlord for each of the remaining ten months of the Term shall be the product of \$50 per Tenant's ADA at the leasehold premises for the month of the Term preceding the month in which Adjusted Rental is due ("Rent Calculation Period") based on the Texas Public Education Integrity Monitoring System ("PEIMS"), a statewide reporting system that enables school districts and charter schools to provide information on organization, finances, staff, student achievement and student attendance. PEIMS reports to the Texas Education Agency ("TEA") determine the amount of state revenues received by the charter schools and school districts. The ADA of students in the Rental Period is calculated using the following formulas:

Average Enrollment Calculation

$$\frac{\text{Total Days in Membership}}{\text{Days Taught}} = \text{Average Enrollment Calculation}$$

Attendance Percentage Calculation

$$\frac{\text{Total Days Present}}{\text{Total Days in Membership}} = \text{Percent Attendance Calculation}$$

Monthly Lease Calculation

$$\begin{aligned} &\text{Average Enrollment Calculation} \\ &\times \text{Percent Attendance Calculation} \\ &\times \$45 \text{ per student} \end{aligned} = \text{Monthly Lease Calculation}$$

A sample calculation is attached to this Lease and made part for all purposes hereof as Exhibit C.

(b) End-of-the-Year Reconciliation. An End-of-the-Year Reconciliation shall be performed promptly after final PEIMS school year attendance reports are available using PEIMS reporting data available at such time. A Party receiving the adjustment shall be paid by the other Party within thirty (30) days of the determination. .

(c) Utilities and Maintenance Overhead. In addition to all rent payable by Tenant, and in partial satisfaction of Tenant's obligation to maintain the Premises, Tenant shall pay, without demand, on the first day of each calendar month, (i) \$2,500.00 in full payment for all utilities consumed by Tenant during the Lease term, and (ii) \$4,250.00 for maintenance and janitorial services to be provided by Landlord during the Lease term, which fixed sums the Parties agree represent the Parties' assessment of Tenant's Share (as hereinafter defined) of the cost of utilities and other overhead costs and expenses listed in clauses (A), (B) and (C) below incurred for the initial Lease year (as further defined below, "Overhead").

3.2 Additional Rent. Tenant also shall pay to Landlord monthly, without demand, as additional rent ("Additional Rent"), (i) any sales, use or other tax, excluding federal and state income tax, now or hereafter imposed upon rents by the United States of America, the State of Texas or any political subdivisions thereof, notwithstanding the fact that the same may endeavor to impose such tax upon Landlord and (ii) any sums (other than rental due under Section 3.1 above) accruing hereunder which Tenant is obligated to pay Landlord under the terms of this Lease.

3.3 Records. Tenant shall retain and keep in a safe place and intact, until twelve (12) months after termination of this Lease, all of Tenant's records, books and accounts pertaining to the Premises and other data necessary to confirm by audit the financial condition of the School. Landlord, or any duly authorized representative of Landlord, shall have access to and the right to

examine and audit any pertinent books, documents, papers and records of Tenant relating to this Lease by mutual arrangement. Tenant shall provide a copy of its annual financial statements (and any accompanying audit report or letter to management) to Landlord promptly following the compilation thereof, and in any event within one hundred fifty (150) days following the end of each fiscal year. Tenant shall provide a copy of interim financial statements to Landlord within forty-five (45) days following the end of each fiscal year quarter, which are the calendar months of November, February, May, and August.

SECTION 4 TENANT'S DUTIES

4.J Use.

(a) Tenant shall use the Premises only for the operation of the School, and meetings and activities directly related thereto. No fund-raising projects or other non-educational or non-athletic, extra-curricular activities involving persons other than Tenant's students, students' relatives, and Tenant's employees and other representatives shall be conducted at the Facilities without the prior consent of Landlord.

(b) In the operation of the School on the Premises, Tenant always shall comply with the applicable provisions of the Texas Education Code, and all applicable rules and regulations of all governmental agencies. Tenant, at its sole cost, shall obtain and maintain all licenses and permits required by any public authority for the contemplated use of the Premises. Tenant shall forward to Landlord copies of any notices received from any governmental authorities relating to compliance with any such laws or rules within five (5) days after receiving them.

(c) During the Term, Tenant shall pay, prior to delinquency, all taxes, if any, assessed against furnishings, equipment, fixtures and other personalty owned by Tenant and contained in the Premises. Tenant shall exert its best efforts to cause said furnishings, equipment and other personalty to be assessed and billed separately from the real and personal property of Landlord. In the event any such furnishings, equipment or personalty are assessed and taxed to Landlord, Tenant shall pay to Landlord such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of taxes applicable to Tenant's interest.

(d) Except to the extent required by applicable law (in accordance with the written opinion of Tenant's legal counsel delivered to Landlord), Tenant shall not use or permit the use of the Premises for any purpose or do or permit any act or thing to be done thereon or adjacent thereto not permitted by this Lease, including but not limited to any activities that Landlord deems to be contrary to Landlord's purposes, or any unlawful or disreputable activity which might tend to injure the reputation of Landlord. Tenant shall not commit, or allow the committing of any waste upon the Premises, and Tenant shall not permit the existence of any nuisance which, in the reasonable judgment of Landlord, may disturb activities at the Facilities.

(e) Tenant shall not engage in unreasonably hazardous activity in the Premises, the Facilities, or the Common Areas, and Tenant shall abide by the recommendations of Landlord and the insurance carriers of Landlord and Tenant insuring the Premises and the Facilities regarding safety precautions and hazardous activities. Tenant shall not engage in any activity or permit any condition that would cause an increase in the cost to Landlord of Landlord's insurance for the Facilities or the Premises, or that would result in cancellation of Landlord's insurance.

(f) Except as otherwise required by applicable law, Tenant shall not put up any signs in the Facilities nor do anything that would change the color, architectural treatment or appearance of the Premises or the Facilities without the prior written permission of Landlord, which shall not be unreasonably withheld, delayed or conditioned. Tenant shall not unreasonably obstruct the drives, parking lots or other Common Areas of the Facilities.

(g) Tenant's employees, students and invitees may park in the Facilities' parking areas only in the spaces designated by Landlord during the hours that those individuals are working at the Premises. Except in the event of an emergency, Landlord at all times shall have sole and complete control of the Common Areas, and may use and control the Common Areas as it deems appropriate and Landlord may change the layout of the Common Areas in its sole discretion; provided, however, that Landlord shall not unreasonably prohibit or interfere with access to the Premises and Tenant parking areas by Tenant and its employees, agents, students and invitees at all times during normal School business hours Monday through Friday, except as otherwise provided herein.

4.2 Signage. Subject to the provisions of Section 4.1(f), Tenant shall submit to Landlord plans and specifications for, and shall construct in accordance with the plans and specifications approved by Landlord, such permanent exterior signage as Tenant may deem necessary for purposes of identification of the School and notification of students, parents and employees of the School as to matters related thereto. Furthermore, permanent classroom and administrative office identification signs, achievement signs, and signs providing directions shall be subject to Landlord's reasonable review and consent. Any posters, banners and/or decorations, whether in classroom areas, joint use areas or common areas shall be affixed to walls of the Facilities temporarily, and shall be removed at the termination of this Lease.

4.3 Subordination and Attornment. This Lease is subject and subordinate to any mortgage, deed of trust or other lien currently existing or hereafter placed upon the Facilities, and to any renewals and extensions thereof. This Section shall be self-operative and no further instrument of subordination shall be required of any mortgagee or trustee. In confirmation of such subordination, Tenant agrees, upon demand, to execute such further certificates that Landlord may request. In the event that Tenant shall fail to execute any such instrument promptly as requested (providing Tenant not event less than ten (10) business days), Tenant hereby irrevocably constitutes Landlord as attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being stipulated by Landlord and Tenant that such agency is coupled with an interest. Notwithstanding the foregoing, the party secured by any such mortgage or deed of trust shall have the right to recognize this Lease and, in the event of any foreclosure

sale under such mortgage or deed of trust, this Lease shall continue in full force and effect at the option of the Party secured by such mortgage or deed of trust, or the purchaser under any such foreclosure sale; and Tenant covenants and agrees that it will, at the written request of the Party secured by any such mortgage or deed of trust, execute, acknowledge and deliver any instrument that has the purpose and effect of subordinating this Lease to said mortgage or deed of trust.

4.4 No Assignment or Subletting. Tenant shall not sell, assign, mortgage, pledge or hypothecate its rights under this Lease, whether voluntarily or by operation of law, nor sublet the Premises or any part thereof without the prior express written permission of Landlord, and any attempt to do any of the foregoing without the prior express written permission of Landlord shall be void and of no effect.

4.5 No Liens by Tenant. Tenant at all times shall keep the Premises, the Facilities, and Tenant's fixtures, free of all liens, recorded or otherwise, created or permitted by the actions or omissions of Tenant.

4.6 Compliance With Environmental Laws. Tenant agrees to comply with all environmental laws and regulations of any governmental entity applicable to the Premises or the Facilities as a result of the conduct of the activities of the School thereon, including but not limited to the Asbestos Hazard Emergency Response Act of 1986, and all regulations of the Environmental Protection Agency promulgated thereunder; any other federal, state or local environmental, hazardous substance or toxic substance reporting laws or regulations; and any other laws or regulations placing obligations upon either Landlord or Tenant in connection with the operation of the School on the Premises. Without limiting the generality of the foregoing, Tenant agrees, at its sole cost and expense, (i) to conduct all inspections of the Premises or the Facilities required under any such laws or regulations with respect to the use of the Premises for the operation of the School, (ii) to comply with (A) all continuing inspection, operations and maintenance, personnel training, periodic surveillance and reporting obligations under any such laws or regulations, and (B) all obligations under any such laws or regulations with respect to the preparation of appropriate operations, maintenance and repair programs and management plans, the clean up and abatement of any conditions discovered, and the retention of appropriate records with respect to the use of the Premises for the operation of the School.

SECTION 5 LANDLORD'S DUTIES

5.1 Utilities Provided by Landlord. Landlord shall provide to the Premises air-conditioning, heating and electricity, natural gas, water, sewer and trash removal services, at its own expense, except as otherwise provided in Section 3 hereof. Tenant shall adhere to measures announced by Landlord from time to time designed to conserve energy including, but not limited to, the following:

- (a) Thermostats or other temperature control devices shall not be set so as to raise temperatures registered at the thermostat above 68 degrees Fahrenheit for heating, or below 76 degrees Fahrenheit for cooling.
- (b) Any incandescent bulbs used shall be of a capacity not greater than 100 watts.
- (c) Other than displays previously approved by Landlord, incandescent lighting shall not be used solely for display purposes without Landlord's prior written consent, which consent shall not be unreasonably withheld.
- (d) Electrical equipment and appliances, other than customary office equipment, shall not be installed or used upon the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld.
- (e) To the extent practicable, Tenant shall turn off all lights, appliances and equipment when not in use, and when the Premises are unoccupied.

Landlord shall take all reasonable steps to assure that the agreed upon services to be provided by Landlord as described above shall be available to Tenant at all times. Failure by Landlord to any extent to furnish these defined services, or any cessation thereof, resulting from causes beyond the control of Landlord, shall not render Landlord liable, in any respect, for damages to any person or property, nor shall such event be construed as an eviction of Tenant, nor work an abatement of rent, nor relieve Tenant from fulfillment of any covenant or agreement hereunder so long as Landlord acts in good faith to restore said service as promptly as reasonably possible.

5.2 Telephones and Technology. Landlord agrees to provide

5.3 Maintenance of Facilities. Landlord acknowledges and agrees that any required maintenance, repairs or modifications required by the Premises or the Facilities during the Term resulting from a change in the laws of any federal, state or local governmental body having jurisdiction over the Facilities and School shall be undertaken promptly by Landlord at Landlord's sole cost and expense.

SECTION 6 INSURANCE AND INDEMNITY

6.1 Tenant's Insurance. Tenant shall carry at its own cost throughout the Term, with an insurance carrier satisfactory to Landlord, (i) combined comprehensive public liability insurance with single-limit coverage for personal and bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) or, upon Landlord's request, such larger amount as is then customary for a charter school of a size and location(s) comparable to the School and occupying facilities comparable to the Premises, insuring both Landlord and Tenant against claims in connection with injury and death sustained by persons, or for damage to property, while on the Premises, (ii) fire and extended coverage insurance on the equipment,

fixtures and other improvements of the Premises owned by Tenant in an amount not less than the full insurable replacement value thereof, exclusive of foundations and structural members of the Premises, and with the awards for any loss insured thereby payable to Landlord and Tenant and any trust deed holder with a lien against the Premises, as their interests may appear, and (iii) employer's liability and workers' compensation insurance prescribed by applicable law. Any proceeds from such fire and extended coverage insurance shall be used to repair and restore the Premises, in the manner to be determined and administered solely by Landlord, subject to Section 7.7 (entitled "Damage By Fire or Casualty") hereof. Both the public liability and the fire and extended insurance coverage shall provide that Landlord receive at least thirty (30) days' written notice prior to change or cancellation of the coverage. Simultaneously herewith, annually hereafter, and each time a change is made in any insurance or insurance carrier, Tenant will furnish to Landlord a memorandum or certificate of insurance as to the term and coverage of the insurance in force, the persons insured and the fact that the coverage may not be canceled, altered or permitted to lapse or expire without thirty (30) days' advance written notice to Landlord. Landlord and Tenant each waive any and all rights to recover against the other party, or against any of officers, directors, employees or agents of such other party, for any loss or damage to such waiving party arising from any cause covered by any property insurance carried by such party to the extent of the limits of such policy. Landlord and Tenant, from time to time, shall cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Premises or the Facilities.

6.2 Landlord's Insurance. Landlord shall carry at its own cost throughout the Term, with an insurance carrier satisfactory to Tenant, (i) combined comprehensive public liability insurance with single-limit coverage for personal and bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) or, upon Tenant's request, such larger amount as is then customary for a church of a size and location(s) comparable to the Landlord's church and occupying facilities comparable to the Facilities, insuring both Landlord and Tenant against claims in connection with injury and death sustained by persons, or for damage to property, while on the Land, (ii) fire and extended coverage insurance on the equipment, fixtures and other improvements of the Premises owned by Landlord in an amount not less than the full insurable replacement value thereof, exclusive of foundations and structural members of the Facilities, and with the awards for any loss insured thereby payable to Landlord and any trust deed holder with a lien against the Land, as their interests may appear, and (iii) employer's liability and workers' compensation insurance prescribed by applicable law. Any proceeds from such fire and extended coverage insurance shall be used to repair and restore the Facilities, in the manner to be determined and administered solely by Landlord, subject to Section 7.7 (entitled "Damage By Fire or Casualty") hereof. Both the public liability and the fire and extended insurance coverage shall provide that Tenant receive at least thirty (30) days' written notice prior to change or cancellation of the coverage. Simultaneously herewith, annually hereafter and each time a change is made in any insurance or insurance carrier, Landlord will furnish to Tenant a memorandum or certificate of insurance as to the term and coverage of the insurance in force, the persons insured and the fact that the coverage may not be canceled, altered or permitted to lapse or expire without thirty (30) days' advance written notice to Tenant. Landlord and Tenant each waive any and all rights to recover against the other party, or against any of officers, directors,

employees or agents of such other party, for any loss or damage to such waiving party arising from any cause covered by any property insurance carried by such party to the extent of the limits of such policy. Landlord and Tenant, from time to time, shall cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Premises or the Facilities.

6.3 Mutual Indemnification. No officer, director, employee or agent of Landlord shall have any personal liability whatsoever with respect to any provision of this Lease, or any obligation or liability arising from this Lease or in connection with this Lease in the event of a breach or default by Landlord of any of its obligations hereunder. No officer, director, employee or agent of Tenant shall have any personal liability whatsoever with respect to any provision of this Lease, or any obligation or liability arising from this Lease or in connection with this Lease in the event of a breach or default by Tenant of any of its obligations hereunder. To the extent prohibited by applicable law, Tenant will indemnify Landlord, its agents, employees, officers and directors for and hold them harmless from and against and promptly reimburse them for any and all cost, loss or expense, including attorneys' fees arising from any liability or damages from any suits, fines, penalties, liabilities, actions, settlements, claims or demands in connection with or arising from this Lease or the use of the Premises by Tenant, including but not limited to any liability arising out of a breach or default by Tenant of any of its obligations hereunder. If Tenant fails to surrender the Premises to Landlord on expiration of the Term, Tenant shall hold Landlord harmless from and promptly indemnify Landlord for all damages resulting from Tenant's failure to surrender the Premises. Landlord will indemnify Tenant, its agents, employees, officers and directors for and hold them harmless from and against and promptly reimburse them for any and all cost, loss or expense, including attorneys' fees arising from any liability or damages from any suits, fines, penalties, liabilities, actions, settlements, claims or demands in connection with or arising from this Lease or the use of the Facilities or the joint use or shared use Premises by Landlord, including but not limited to any liability arising out of a breach or default by Landlord of any of its obligations hereunder.

SECTION 7 GENERAL

7.1 Access by Landlord. Landlord, its agents and employees, shall have the right to enter any portion of the Premises at reasonable hours and upon reasonable notice to examine the condition thereof, to make any repairs or alterations and for any other purpose deemed reasonable by Landlord.

7.2 Maintenance. Landlord, at its own expense, except where such expense is caused by the gross negligence or willful acts or omissions of Tenant, its employees, agents, students or invitees, shall maintain in a safe, clean and good working order (i) the structure of the Premises, (ii) the means of providing utilities to the Premises, (iii) the interior of the Premises, and (iv) the fixtures in the Premises, and any glass that may be in place in the Facilities or the Premises during the Term, in a manner consistent with the activities of a first-class charter school. Landlord shall keep the Facilities clean, sanitary and free of insects, rodents and other pests, and

shall dispose of Tenant's trash and rubbish. Tenant shall cooperate with Landlord in its maintenance endeavors, and shall prevent the unnecessary and inordinate wear and tear on the Premises by Tenant, its employees, agents, invitees and students. For purposes of this paragraph, Landlord's maintenance shall include cleaning and, in consultation with Tenant, repairing, replacement and repainting the Premises.

Landlord will not, without the prior written consent of Tenant, make any alterations, installations, changes, additions or improvements, structural or otherwise, in or to the Premises, the Facilities or any part thereof, other than for maintenance pursuant to the immediately preceding paragraph. Any such changes or alterations shall be at Landlord's sole expense. Tenant will not, without the prior written consent of Landlord (which shall not be unreasonably withheld), make any alterations, installations, changes, additions or improvements, structural or otherwise, in or to the Premises or any part thereof. Any such changes or alterations shall be at Tenant's sole expense.

7.3 Default by Tenant. Time and the punctual performance of all provisions of this Lease are of the essence. If default is made in the payment of any sum to be paid by Tenant under this Lease, and such monetary default continues for ten (10) days after written notice of such default is given to Tenant, or default is made in the performance of any of the other such covenants or conditions which Tenant is required to observe and to perform, and such non-monetary default continues for thirty (30) days after written notice to Tenant, given pursuant to Section 7.20 hereof; provided, that, if the nature of Tenant's obligation is such that more than thirty (30) days are required for performance, then the period during which Tenant must perform shall be extended for the period of time necessary to complete performance provided that Tenant has commenced performance, and thereafter diligently pursues such performance until completion, or if the interest of Tenant under this Lease is levied or placed under execution or other legal process, or if any petition shall be filed by or against Tenant to declare Tenant a bankrupt or to delay, reduce or modify the Tenant's debts or obligations, and if Tenant does not vigorously contest by appropriate proceedings and has vacated or removed within thirty (30) days (one hundred twenty [120] days in the event of any bankruptcy filing) after the date of creation, service or filing any such levy, execution, legal process or petition, or if Tenant shall be declared insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if a receiver or trustee is appointed for Tenant or its property, or if Tenant shall abandon or vacate the Premises during the Term, or if Tenant causes or permits any act (i) for which this Lease requires the prior written consent of Landlord, unless such consent is obtained, or (ii) prohibited by this Lease, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and thereupon, at its option may have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

(a) Landlord may terminate this Lease, by written notice to Tenant, and forthwith repossess the Premises, and shall be entitled to recover forthwith as damages a sum of money equal to the total of:

(i) the worth at the time of award of any unpaid rent (and any other sums due Landlord under the terms of this Lease) which had been earned at the time of termination;

(ii) the worth at the time of award of the amount by which (A) the unpaid rent (based on the then-existing Base Rental rate, as modified by applying the Adjusted Rent), which would have been earned after termination until the time of award exceeds (B) the amount of such rental loss, if any, as Tenant affirmatively proves could have been reasonably avoided;

(iii) the worth at the time of award of the amount by which (A) the unpaid rent for the balance of the term after the time of award, as discounted to its Present Value at the time of termination, exceeds (B) the amount of such rental loss, if any, as Tenant affirmatively proves could be reasonably avoided; and

(iv) any other amount necessary to compensate Landlord for all loss, damage and other expense caused by Tenant's failure to perform Tenant's obligations hereunder or which, in the ordinary course of things, would be likely to result therefrom, including, without limitation, the reasonable costs and expenses incurred by Landlord (A) in retaking possession; (B) in cleaning and making repairs and alterations necessary to return the Premises to good condition and preparing the Premises for re-letting; (C) in removing, transporting, and storing any of Tenant's property left at the Premises, or exclusive use by Landlord although Landlord shall have no obligation to remove, transport, or store any of such property; and (D) in re-letting the Premises, including without limitation, brokerage commissions, advertising costs and attorneys' fees; or

(b) Landlord may take such action required to cure the breach and bill Tenant for any expenses incurred by Landlord in curing such breach, and Tenant shall be obligated to pay such bill immediately upon receiving it.

As used in this Section 7.3, the "worth at the time of award" is computed by allowing interest at the rate of 10% per annum or by such other formula as may be specified by applicable law.

7.4 Performance by Landlord. If Tenant fails to perform any of its obligations under this Lease, Landlord, at its option, may perform such obligation and the actual cost of such performance by Landlord shall be due and payable by Tenant to Landlord, as Additional Rent, and any late payment of such amounts shall cause to accrue such late payment fees as specified in Section 3.4 hereof.

7.5 Default by Landlord. Landlord shall not be in default under this Lease unless Landlord fails to perform obligations required of Landlord within a reasonable time after written notice by Tenant to Landlord of such pending default; provided that, if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then the period during which Landlord must perform shall be extended for the period of time necessary to

complete performance provided that Landlord has commenced performance and thereafter diligently pursues such performance until completion.

7.6 Future Construction. A decision by Landlord during the Term, to improve, alter, or rebuild the Facilities shall work to suspend the provisions of this Lease if, but only if, (i) reasonable access to the Premises is blocked, or if said construction is being done on the Premises such that it is not reasonably possible to operate the School on the Premises, and (ii) sufficient temporary space to house Tenant's operations cannot be located within the confines of the Facilities or comparable facilities located reasonably proximate to the Facilities, and provided by Landlord to Tenant during such construction period. The dimensions, character and situation of any such temporary location within the Facilities shall be subject to the approval of Landlord and Tenant.

Landlord reserves the right to undertake future construction that would, in whole or in part, permanently relocate the Premises within the Facilities. The location of the relocated premises, in event of such construction, shall be at Landlord's discretion, but shall consist of no less space than the original Premises. Landlord shall pay the reasonable costs of such relocation. Except as provided herein, all terms and provisions of this Lease shall be in full force and effect with respect to any temporary or relocated premises during the period Tenant occupies such space.

7.7 Damage by Fire or Casualty. In the event of damage or destruction of the Premises by fire or any other casualty, not the fault of Tenant, its students, employees, agents, or independent contractors, Landlord may elect either (i) to terminate this Lease by written notice to Tenant, or (ii) to repair or restore the Premises at its own cost and expense. Due allowance, however, shall be given for reasonable time required for adjustment and settlement of insurance claims, and for such other delays as may result from government restrictions and government controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of Landlord. It is agreed that in any of the aforesaid events, if this Lease shall continue in full force and effect, but if the condition is such as to make the Premises untenable, then the Base Rental which Tenant is obligated to pay hereunder shall abate as of the date of the occurrence until Landlord has either (i) repaired or restored the Premises, or (ii) provided, at its own cost and expense, comparable substitute facilities located reasonably proximate to the Facilities for the operation of the School. Any unpaid or prepaid Base Rental for the month in which said condition occurs shall be prorated.

If the Premises is partially damaged or destroyed, then, during the time that Tenant is deprived of the use of the damaged portion of the Premises, Tenant shall be required to pay Base Rental covering only (i) that part of the Premises that it is able to occupy, based on that portion of the total Base Rental which the amount of square foot area remaining that can be occupied bears to the total square foot area of the Premises, and/or (ii) if provided by Landlord at its own cost and expense, comparable substitute facilities for the operation of the School located reasonably proximate to the Facilities.

In the event the Premises is destroyed substantially or totally by fire or other casualty so as to be entirely untenable, and it shall require more than sixty (60) days for Landlord to commence restoration of same, then either Party, upon written notice to the other Party, may terminate this Lease, in which case the Base Rental shall be apportioned and paid to the date of said fire or other casualty. No compensation or claim or diminution of Base Rental or other amounts due hereunder will be allowed or paid by Landlord, by reason of inconvenience, annoyance, or injury to Tenant's business.

In the event of damage or destruction to the Premises by fire or any other casualty as a result of the willful or negligent act or omission of Tenant, its students, employees, agents, or independent contractors, Landlord shall have no obligation to repair the Premises, and Tenant shall promptly repair the same within sixty (60) days after the damage, subject to extensions for delays or reasons beyond Tenant's control. Base Rental and other amounts due hereunder shall continue to be payable (at the then-existing Base Rental rate), but the Base Rental shall be abated by the proportional extent of the damage during such period of repair. If Tenant fails to repair the Premises as provided in this paragraph, then such failure shall constitute a default under Section 7.3 and Landlord shall have all the rights and remedies therein provided.

7.8 Condemnation. If all or any part of the Premises is taken or damaged by eminent domain, Tenant shall have no claim against Landlord, and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such taking or condemnation. Tenant hereby assigns all of its right to damages therefore, if any, to Landlord.

In the event that the Premises is taken so substantially and permanently by the power of eminent domain as to make the uncondemned portion of the Premises unsuitable, in the reasonable opinion of either Party, for Tenant's continued use, then this Lease may be terminated by either Party as of the effective date of the taking by written notice to the other party.

7.9 Sale of Facilities by Landlord. In the event of any sale by Landlord of the Facilities or the Land, this Lease shall continue in effect provided the new owner assumes the obligations of Landlord arising thenceforth hereunder. Whether or not the obligations of Landlord under this Lease are assumed, Landlord shall be released from all further obligations to Tenant under this Lease automatically upon the sale or other transfer of all of Landlord's right, title or interest in this Lease to any other party.

7.10 Surrender of Premises. Except as provided herein, on the expiration or earlier termination of the Term, Tenant shall surrender to Landlord the Premises and all improvements and alterations in good condition, except for ordinary wear and tear, the Tenant shall remove all of its equipment and other personal property.

7.11 Tenant's Property; Disposition of Inventory. Tenant shall not install any fixtures in or make any alterations to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. All such fixtures or alterations shall become the property of Landlord upon expiration of the Term, unless the Parties agree otherwise in writing; provided, however, that Landlord may elect to waive in writing its right to any item or items of

such property, and in that event Landlord may require Tenant to, and Tenant shall promptly remove such item or items, and Tenant shall promptly make all restorations to the Premises made necessary by such removal. If Tenant fails to promptly remove such property, Landlord may remove such property and Tenant shall be liable to Landlord for the costs of such removal, and for the costs of restoration of the Premises made necessary by such removal. Except to the extent prohibited by applicable law, (i) Landlord may elect to retain, remove or dispose of any of Tenant's alterations, equipment or other personal property that Tenant does not remove from the Premises within thirty (30) days following the expiration of the Term, and (ii) Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of any such equipment or other personal property. Tenant shall be liable to Landlord for Landlord's costs for storing, removing and disposal of any of Tenant's equipment or other personal property and for Landlord's costs for any restoration of the Premises made necessary because of the removal of any of such property from the Premises.

7.12 Holding Over. If Tenant holds possession of the Premises after expiration of the Term, Tenant shall, at the option of Landlord to be exercised solely by Landlord's giving written notice to Tenant, become a Tenant from month-to-month upon the terms and conditions herein specified, so far as is applicable, and shall continue to occupy the Premises on such basis until thirty (30) days after Tenant shall have given Landlord, or Landlord shall have given Tenant, written notice of intention to terminate such monthly tenancy, or until Tenant vacates the Premises, whichever occurs first. Unless Landlord exercises the option provided herein, Tenant shall be a Tenant at sufferance only, whether or not Landlord accepts any rent from Tenant during the holdover period. In any event of Tenant's holding over beyond the end of the Term, the rental applicable during the holdover period shall be on the same terms as that due during the Term. All Base Rental and other amounts due hereunder becoming due and payable during the holding over period shall be paid according to the same terms and conditions herein which govern the payment of Base Rental and such other amounts due hereunder during the Term.

7.13 Recording. Neither this Lease nor any memorandum of it shall be recorded. After the expiration or prior termination of this Lease, Tenant, upon Landlord's request, shall deliver to Landlord a release drafted so as to extinguish any right, title and interest held by Tenant pursuant to this Lease.

7.14 Brokerage Fee. Each party represents that it has not had any dealings with any real estate broker, finder, or other person, with respect to this Lease. Each Party shall hold harmless the other Party from and shall promptly reimburse the other Party for all damages resulting from any claims that may be asserted against the other Party by any real estate broker, finder, or other person, with whom the indemnifying party has or purportedly has dealt regarding this Lease.

7.15 Waiver of Breach. Waiver by either Party of non-performance or breach of any condition or legal right or remedy under this Lease or under law, shall not constitute any further waiver of any other condition or legal right or remedy. No waiver of any condition or legal right or remedy shall be implied by the failure of either party to declare a default of this Lease when

such Party has the right to do so. No waiver by either Party of any condition or legal right or remedy shall be valid unless it is in writing signed by the waiving party.

7.16 No Business Relationship. Landlord and Tenant are independent contracting parties and under no circumstances shall their relationship be held out as, or interpreted to be, or create an agency or joint venture relationship. Upon Landlord's written request, Tenant shall promptly provide Landlord with an official copy of a duly filed Assumed Name Certificate for the business to be conducted on the Premises. Neither Party shall acquire any right to use the name of the other Party in its operations. Each Party agrees not to purchase goods, make contracts, or otherwise deal in the name of the other party. Upon Landlord's written request, Tenant at Tenant's expense shall post a sign prominently in the Premises which shall state that Tenant is a charter school independent of Landlord, and is not affiliated with Landlord, and Tenant shall include the same information on all forms utilized by Tenant for the operation of the School.

7.17 Estoppel Certificate. Tenant shall, within ten (10) days after Landlord's written request, deliver to Landlord an estoppel certificate certifying that this Lease is unmodified and in full force and effect, that there are no offsets, defenses or claims by Tenant against Landlord, and that any other representations that Landlord may request regarding the status of the Lease and Tenant's obligations thereunder are true.

7.18 Attorneys' Fees. In the event of any action or proceeding brought by either Party to this Lease against the other Party regarding the enforcement of any rights or obligations under this Lease, the prevailing Party shall be entitled to recover for the fees and expenses of its attorneys and court costs for such action or proceeding, including the costs of appeal, if any, in such amount as the court may adjudge reasonable.

7.19 Quiet Enjoyment. Upon payment by Tenant of all items of rent, and any and all other sums to be paid by Tenant to Landlord hereunder, and the observance and performance of all of the covenants, term and conditions to be observed and performed by Tenant, Tenant shall have the peaceful and quiet use of the Premises, and all rights, servitudes and privileges belonging, or in anywise appertaining thereto or granted hereby, for the Term, without hindrance or interruption by Landlord, or any other person or persons lawfully claiming by, through or under Landlord, subject nevertheless to the terms and conditions of this Lease, and to any mortgage, deed of trust or agreement to which this Lease and/or Landlord's interest in the Premises and the Facilities, is subordinate. Landlord warrants that it has full right and authority to enter into this Lease for the full term hereof.

7.20 Notices. All notices to be given to Tenant shall be given in writing by sending the same by certified United States mail, return receipt requested, postage prepaid and addressed to Tenant at the School's offices at the Premises (Attn: Superintendent), whether or not Tenant has departed from, abandoned or vacated the Premises, or at such other address as Tenant may from time to time designate in writing. All notices to be given to Landlord shall be given in writing by personal delivery (whether by hand, email, fax or otherwise) or by sending the same by certified United States mail, return receipt requested, postage prepaid and addressed to Landlord's offices

at the Premises (Attn: Senior Pastor), or at such other address as Landlord may from time to time designate by notice in accordance with the provision hereof. All notices shall be deemed delivered upon receipt (or refusal to accept receipt if hand delivered) or forty-eight (48) hours after being deposited in the United States mail in accordance with the foregoing provisions.

7.21 Headings. The Section headings, subsection headings and Table of Contents of this Lease shall have no effect on the interpretation of this Lease.

7.22 Entire Agreement. This Lease contains the entire agreement between the Parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either Party. Each Party has relied on its own examination of this Lease, the counsel of its own advisors, and the warranties, representation and covenants of the Lease itself. This Lease may be executed in counterparts.

7.23 Applicable Law. This Lease shall be construed and enforced in accordance with the laws of the State of Texas. If any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid, or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law. Tenant and Landlord shall immediately enter into an amendment to this Lease which shall contain a legally valid substitute term or provision to be applicable to those persons or circumstances for which the original term or provision has been deemed invalid or unenforceable. The effect of such substitute term or provision, to the extent legally possible, shall be as closely identical as possible to that of the term or provision it replaces.

7.24 Binding Provisions. All restrictions, covenants and conditions hereof shall bind and inure to the benefit of the heirs, assigns, successors and representatives of Landlord and Tenant.

Each person executing this Lease on behalf of Landlord hereby certifies that he or she has the authority to execute this Lease on behalf of Landlord, and thereby bind(s) Landlord hereunder. Each person executing this Lease on behalf of Tenant hereby certifies that he or she has the authority to execute this Lease on behalf of Tenant, and thereby bind(s) Tenant hereunder.

[Signatures on following page]

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IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

“LANDLORD”

CHURCH

By: _____
(signature)

Signer: _____
(print)

“TENANT”

[SCHOOL
SCHOOL

By: _____
NAME, President
and School Superintendent

APPROVED:

SCHOOL
BOARD OF REGENTS

By: _____
Name: _____
Title: _____

EXHIBIT A-1**The Land**

Being a _____ acre tract of land with a street address of [ADDRESS], in the City of [CITY], in [COUNTY] County, Texas, further shown on the plat attached hereto as Exhibit A-2.

Initialed as Acknowledged and
Agreed to as of _____, YEAR:

Landlord: _____

Tenant: _____

EXHIBIT B-1**Premises**

[Attach a diagram or floor plan of leased Premises]

Initialed as Acknowledged and
Agreed to as of _____, YEAR:

Landlord: _____

Tenant: _____

EXHIBIT B-2**SCHOOL Lease Schedule**

[Attach list of rooms or areas for exclusive use by the School]

Initialed as Acknowledged and
Agreed to as of _____, YEAR:

Landlord: _____

Tenant: _____

EXHIBIT C

Chart of Sliding Scale for Adjusted Rent

Initialed as Acknowledged and
Agreed to as of _____, YEAR:

Landlord: _____

Tenant: _____

Attachment 4a

APPROVED DURING CONTINGENCY PROCESS

This page through
EXHIBIT D

SCHOOL LEASE

BETWEEN

**Family Cathedral of Praise of Dallas
CHURCH**

AS LANDLORD

AND

**LEGACY21, INC.
SCHOOL**

AS TENANT

July 1, 2012

SCHOOL LEASE

THIS SCHOOL LEASE (this "Lease") is made and entered into effective as of July 1, 2012 by and between Family Cathedral of Praise of Dallas (hereafter **CHURCH**), a Texas non-profit corporation (the "Landlord"), and Legacy 21 (hereafter **SCHOOL**) of Dallas, a Texas non-profit corporation d/b/a Legacy Preparatory School (the "Tenant").

RECITALS:

A. Landlord is the owner of certain real property (as described on Exhibit A-1 attached hereto, hereinafter the "Land"), together with, all and singular, all improvements thereon and all rights and appurtenances pertaining thereto, including any right, title and interest of Landlord in and to adjacent streets, alleys and rights-of-way. The Land includes 4 buildings, grounds and related facilities described herein or from time to time shown, listed or described on Exhibits B-1 and B-2 attached hereto (collectively, the "Facilities"), located 790 Windbell Circle Mesquite, Texas 75149. BR HLS

B. SCHOOL is an open-enrollment charter school with kindergarten, elementary, middle school and high school programs (the "School"), and desires to lease certain premises on the Land and in the Facilities for the education of such total number of students as may be (i) approved by the Texas Education Agency for occupancy at the Facilities, and (ii) permitted by Landlord from time to time, in the exercise of its reasonable discretion, to occupy the Premises for use by the School.

C. Landlord desires to lease such Premises to Tenant, Tenant desires to lease such Premises from Landlord, and the parties have agreed to such lease, at the rental rate and otherwise on the terms and conditions hereinafter set forth.

IN CONSIDERATION of the Recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree as follows:

SECTION 1 DESCRIPTION AND LEASE OF THE PREMISES

1.1 Leased Premises. Subject to the terms of Exhibits B-1 and B-2 attached hereto, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord use of those premises at the Facilities (the "Premises") described as follows:

(a) exclusive use of each of the rooms or areas (if any) listed or designated for use as School offices or storage, or otherwise designated for exclusive use by Tenant on Exhibit B-2 hereto ("SCHOOL Lease Schedule"), or otherwise designated on the SCHOOL Lease Schedule hereto for exclusive use by the School for its administrative offices and storage of equipment, books, supplies, and other School materials, or such other suitable alternative

office or storage rooms as may be hereafter so designated by Landlord as a result of changes in its needs or changes in the needs of the School, of which Landlord is notified in advance by Tenant;

(b) exclusive use during normal School business hours, Monday through Friday (and parent-teacher meetings, regular or special events and other after-hours use in the customary operation of the School, of which Landlord is notified in advance by Tenant), of each of the classrooms or other areas within the building listed or designated on the SCHOOL Lease Schedule for Tenant's non-exclusive use (hereinafter sometimes referred to as "dual use," "joint use," or "shared use"); and

(c) non-exclusive use during normal School business hours, Monday through Friday (and evenings, other than Sunday or Wednesday, for parent-teacher meetings, scheduled regular or special events, and other after-hours use customary in the operation of the School, and of which Landlord is notified in advance by Tenant), and otherwise on an as-needed or as-available basis, as determined in the reasonable discretion of Landlord, of the auditorium, kitchen, hallways;

Provided, however, in each case, that the official copy of the then-current SCHOOL Lease Schedule, and the actual physical limitations and nature of use as exclusive or non-exclusive of the Premises, shall be conclusively determined, in the absence of manifest error, by Landlord in good faith from the records of Landlord, including the SCHOOL Lease Schedule in the form attached to Landlord's copy of this Lease.

1.2 Joint Use. Landlord shall retain the non-exclusive use (and exclusive use on Sunday and, absent Landlord's prior consent to the contrary, on Wednesday night), of all Common Areas, classrooms, auditorium and other non-exclusive use portions of the Premises and the Land for Landlord's normal weekly church services, and other activities conducted or sponsored by Landlord, including regularly scheduled and special services, meetings, banquets and other regular or special events, and community events. Subject to the terms of Section 1.1 above, Landlord shall coordinate and cooperate in good faith with Tenant in order to provide Tenant with access to non-exclusive use areas of the Premises at all reasonable times that such space is not in use or previously scheduled for use by Landlord.

1.3 Access. Tenant shall be provided with a set of keys and/or keypad codes from time to time sufficient to provide access to the Facilities for the use of the Premises by Tenant. Tenant shall not make copies of any of such keys, or disclose such keypad codes, except on a "need to know" basis to identified individuals of whom Landlord is notified in advance, without the prior consent of Landlord's designated pastor, facilities director or property manager.

1.4 Common Areas. In conjunction with this Lease, Tenant and its employees, agents, students and invitees shall have a non-exclusive license to use the lobby, corridors, restrooms, grounds, sidewalks, parking areas and driveways of the Facilities, and any other building area or real property from time to time designated by Landlord for purposes of pedestrian ingress to and egress from the Premises, for vehicle parking incidental thereto, and for

making such deliveries as are necessary and reasonable (provided that such deliveries are made at reasonable times and in a reasonable manner, and as otherwise required by Landlord), together with any other public-access areas or common areas so designated on the SCHOOL Lease Schedule attached hereto or otherwise approved in writing by Landlord (collectively, the "Common Areas"), in each case subject to such reasonable limitations on such use as may be imposed by Landlord from time to time.

SECTION 2 TERM OF THE LEASE

2.1 Term. The term of this Lease (the "Term") shall commence on July 1, 2012 and shall continue for a period of twelve (12) months, ending on June 30, 2013.

SECTION 3 RENT

DS
BR DS
HLS

3.1 Rent. Tenant shall pay the following amounts as rent hereunder:

(a) Rental. Tenant shall pay to Landlord, without demand, monthly rent under this Lease, computed and payable as hereinafter set forth.

(1) Rental shall be payable on the last day of ten calendar months from September through May to Landlord's address at the Premises, or at such other place designed by written notice or invoice from Landlord to Tenant.

(2) Base Rental. Tenant shall pay to Landlord the August rent September 30th, September rent October 31st, October rent November 30th, and November rent December 31st at a base rental of 1st day enrollment times 96% times \$45.00. A reconciled adjustment to true Average Daily Attendance ("ADA") will be made for the first semester when December rent is paid January 31st. The true ADA for the 1st semester will be multiplied by \$45.00 to set the 2nd semester base rental paid February 28th, March 31st, April 30st, May 31st, and the reconciled adjustment to the true ADA will be made for the 2nd semester by the true ADA times \$45.00 rent paid June 30th.

(3) Adjusted Rental. Tenant is funded by the Texas Education Agency based on its calculations of ADA, which ADA is further adjusted through additional attendance funding formulas considering a TEA concept known as "membership." Tenant's projected ADA at the School for the Term as calculated by TEA considering "membership" is 96% of enrolled students. Therefore, Adjusted Rental due to Landlord for each of the ten months of the Term shall be the product of \$45 times Tenant's ADA at the leasehold premises for the month of the Term preceding the month in which Adjusted Rental is due ("Rent Calculation Period") based on the Texas Public Education Integrity Monitoring System ("PEIMS"), a statewide reporting system that enables school districts and charter schools to provide information on organization, finances, staff, student achievement and student attendance. PEIMS reports to the Texas Education Agency ("TEA") determine the amount of state revenues received by the charter

schools and school districts. The ADA of students in the Rental Period is calculated using the following formulas:

Average Enrollment Calculation

$$\frac{\text{Total Days in Membership}}{\text{Days Taught}} = \text{Average Enrollment Calculation}$$

Attendance Percentage Calculation

$$\frac{\text{Total Days Present}}{\text{Total Days in Membership}} = \text{Percent Attendance Calculation}$$

Monthly Lease Calculation

$$\begin{aligned} &\text{Average Enrollment Calculation} \\ &\times \text{Percent Attendance Calculation} \\ &\times \$45 \text{ per student} \end{aligned} = \text{Monthly Lease Calculation}$$

A sample calculation is attached to this Lease and made part for all purposes hereof as Exhibit C.

(b) End-of-the-Year Reconciliation. An End-of-the-Year Reconciliation shall be performed promptly after final PEIMS school year attendance reports are available using PEIMS reporting data available at such time. A Party receiving the adjustment shall be paid by the other Party within thirty (30) days of the determination. .

(c) Utilities and Maintenance Overhead. In addition to all rent payable by Tenant, and in partial satisfaction of Tenant's obligation to maintain the Premises, Tenant shall pay, without demand, on the first day of each calendar month from October 1st through July 1st, (i) 30% of monthly utility/maintenance balance (Addendum D) in full payment for all utilities consumed by Tenant during the Lease term, (ii) 40% of monthly utility/maintenance balance (Addendum D) for maintenance and janitorial services to be provided by Landlord during the Lease term, and (iii) 30% of monthly utility/maintenance balance (Addendum D) for repairs, replacement, and repaint of leased area, which fixed sums the Parties agree represent the Parties' assessment of Tenant's Share (as hereinafter defined) of the cost of utilities and other overhead costs and expenses listed in clauses (A), (B) (C) and (D) below incurred for the initial Lease year (as further defined below, "Overhead").

3.3 Records. Tenant shall retain and keep in a safe place and intact, until twelve (12) months after termination of this Lease, all of Tenant's records, books and accounts pertaining to the Premises and other data necessary to confirm by audit the financial condition of the School. Landlord, or any duly authorized representative of Landlord, shall have access to and the right to examine and audit any pertinent books, documents, papers and records of Tenant relating to this Lease by mutual arrangement. Tenant shall provide a copy of its annual financial statements

(and any accompanying audit report or letter to management) to Landlord promptly following the compilation thereof, and in any event within one hundred fifty (150) days following the end of each fiscal year. Tenant shall provide a copy of interim financial statements to Landlord within forty-five (45) days following the end of each fiscal year quarter, which are the calendar months of November, February, May, and August.

SECTION 4 TENANT'S DUTIES

4.1 Use.

(a) Tenant shall use the Premises only for the operation of the School, and meetings and activities directly related thereto. No fund-raising projects or other non-educational or non-athletic, extra-curricular activities involving persons other than Tenant's students, students' relatives, and Tenant's employees and other representatives shall be conducted at the Facilities without the prior consent of Landlord.

(b) In the operation of the School on the Premises, Tenant always shall comply with the applicable provisions of the Texas Education Code, and all applicable rules and regulations of all governmental agencies. Landlord, at its sole cost, shall obtain and maintain all licenses and permits required by any public authority for the contemplated use of the Premises. Tenant shall forward to Landlord copies of any notices received from any governmental authorities relating to compliance with any such laws or rules within five (5) days after receiving them.

(c) During the Term, Tenant shall pay, prior to delinquency, all taxes, if any, assessed against furnishings, equipment, fixtures and other personalty owned by Tenant and contained in the Premises. Tenant shall exert its best efforts to cause said furnishings, equipment and other personalty to be assessed and billed separately from the real and personal property of Landlord. In the event any such furnishings, equipment or personalty are assessed and taxed to Landlord, Tenant shall pay to Landlord such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of taxes applicable to Tenant's interest.

(d) Except to the extent required by applicable law (in accordance with the written opinion of Tenant's legal counsel delivered to Landlord), Tenant shall not use or permit the use of the Premises for any purpose or do or permit any act or thing to be done thereon or adjacent thereto not permitted by this Lease, including but not limited to any activities that Landlord deems to be contrary to Landlord's purposes, or any unlawful or disreputable activity which might tend to injure the reputation of Landlord. Tenant shall not commit, or allow the committing of any waste upon the Premises, and Tenant shall not permit the existence of any nuisance which, in the reasonable judgment of Landlord, may disturb activities at the Facilities.

(e) Tenant shall not engage in unreasonably hazardous activity in the Premises, the Facilities, or the Common Areas, and Tenant shall abide by the recommendations

of Landlord and the insurance carriers of Landlord and Tenant insuring the Premises and the Facilities regarding safety precautions and hazardous activities. Tenant shall not engage in any activity or permit any condition that would cause an increase in the cost to Landlord of Landlord's insurance for the Facilities or the Premises, or that would result in cancellation of Landlord's insurance.

(f) Except as otherwise required by applicable law, Tenant shall not put up any signs in the Facilities nor do anything that would change the color, architectural treatment or appearance of the Premises or the Facilities without the prior written permission of Landlord, which shall not be unreasonably withheld, delayed or conditioned. Tenant shall not unreasonably obstruct the drives, parking lots or other Common Areas of the Facilities.

(g) Tenant's employees, students and invitees may park in the Facilities' parking areas in the spaces designated by Landlord during the hours that those individuals are working at the Premises. Except in the event of an emergency, Landlord at all times shall have control of the Common Areas, and may use and control the Common Areas as it deems appropriate; provided, however, that Landlord shall not unreasonably prohibit or interfere with access to the Premises and Tenant parking areas by Tenant and its employees, agents, students and invitees at all times during normal School business hours Monday through Friday, except as otherwise provided herein.

4.2 Signage. Subject to the provisions of Section 4.1(f), Tenant shall submit to Landlord plans and specifications for, and shall construct in accordance with the plans and specifications approved by Landlord, such permanent exterior signage as Tenant may deem necessary for purposes of identification of the School and notification of students, parents and employees of the School as to matters related thereto. Furthermore, permanent classroom and administrative office identification signs, achievement signs, and signs providing directions shall be subject to Landlord's reasonable review and consent. Any posters, banners and/or decorations, whether in classroom areas, joint use areas or common areas shall be affixed to walls of the Facilities temporarily, and shall be removed at the termination of this Lease.

4.3 Subordination and Attornment. This Lease is subject and subordinate to any mortgage, deed of trust or other lien currently existing or hereafter placed upon the Facilities, and to any renewals and extensions thereof. This Section shall be self-operative and no further instrument of subordination shall be required of any mortgagee or trustee. In confirmation of such subordination, Tenant agrees, upon demand, to execute such further certificates that Landlord may request. In the event that Tenant shall fail to execute any such instrument promptly as requested (providing Tenant not event less than ten (10) business days), Tenant hereby irrevocably constitutes Landlord as attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being stipulated by Landlord and Tenant that such agency is coupled with an interest. Notwithstanding the foregoing, the party secured by any such mortgage or deed of trust shall have the right to recognize this Lease and, in the event of any foreclosure sale under such mortgage or deed of trust, this Lease shall continue in full force and effect at the option of the Party secured by such mortgage or deed of trust, or the purchaser under any such foreclosure sale; and Tenant covenants and agrees that it will, at the written request of the Party

secured by any such mortgage or deed of trust, execute, acknowledge and deliver any instrument that has the purpose and effect of subordinating this Lease to said mortgage or deed of trust.

4.4 No Assignment or Subletting. Tenant shall not sell, assign, mortgage, pledge or hypothecate its rights under this Lease, whether voluntarily or by operation of law, nor sublet the Premises or any part thereof without the prior express written permission of Landlord, and any attempt to do any of the foregoing without the prior express written permission of Landlord shall be void and of no effect.

4.5 No Liens by Tenant. Tenant at all times shall keep the Premises, the Facilities, and Tenant's fixtures, free of all liens, recorded or otherwise, created or permitted by the actions or omissions of Tenant.

4.6 Compliance With Environmental Laws. **Tenant agrees to comply with all environmental laws and regulations of any governmental entity applicable to the Premises or the Facilities as a result of the conduct of the activities of the School thereon, including but not limited to the Asbestos Hazard Emergency Response Act of 1986, and all regulations of the Environmental Protection Agency promulgated thereunder; any other federal, state or local environmental, hazardous substance or toxic substance reporting laws or regulations; and any other laws or regulations placing obligations upon either Landlord or Tenant in connection with the operation of the School on the Premises.** Without limiting the generality of the foregoing, Tenant agrees, at its sole cost and expense, (i) to conduct all inspections of the Premises or the Facilities required under any such laws or regulations with respect to the use of the Premises for the operation of the School, (ii) to comply with (A) all continuing inspection, operations and maintenance, personnel training, periodic surveillance and reporting obligations under any such laws or regulations, and (B) all obligations under any such laws or regulations with respect to the preparation of appropriate operations, maintenance and repair programs and management plans, the clean up and abatement of any conditions discovered, and the retention of appropriate records with respect to the use of the Premises for the operation of the School.

SECTION 5 LANDLORD'S DUTIES

5.1 Utilities Provided by Landlord. Landlord shall provide to the Premises air-conditioning, heating and electricity, natural gas, water, sewer and trash removal services, at its own expense, except as otherwise provided in Section 3 hereof. Tenant shall adhere to measures announced by Landlord from time to time designed to conserve energy including, but not limited to, the following:

- (a) Thermostats or other temperature control devices shall not be set so as to raise temperatures registered at the thermostat above 68 degrees Fahrenheit for heating, or below 76 degrees Fahrenheit for cooling.
- (b) Any incandescent bulbs used shall be of a capacity not greater than 100 watts.

- (c) Other than displays previously approved by Landlord, incandescent lighting shall not be used solely for display purposes without Landlord's prior written consent, which consent shall not be unreasonably withheld.
- (d) Electrical equipment and appliances, other than customary office equipment, shall not be installed or used upon the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld.
- (e) To the extent practicable, Tenant shall turn off all lights, appliances and equipment when not in use, and when the Premises are unoccupied.

Landlord shall take all reasonable steps to assure that the agreed upon services to be provided by Landlord as described above shall be available to Tenant at all times. Failure by Landlord to any extent to furnish these defined services, or any cessation thereof, resulting from causes beyond the control of Landlord, shall not render Landlord liable, in any respect, for damages to any person or property, nor shall such event be construed as an eviction of Tenant, nor work an abatement of rent, nor relieve Tenant from fulfillment of any covenant or agreement hereunder so long as Landlord acts in good faith to restore said service as promptly as reasonably possible.

5.2 Telephones and Technology. Landlord agrees to provide access to facilities to permit installation of such necessary equipment.

5.3 Maintenance of Facilities. Landlord acknowledges and agrees that any required maintenance, repairs or modifications required by the Premises or the Facilities during the Term resulting from a change in the laws of any federal, state or local governmental body having jurisdiction over the Facilities and School shall be undertaken promptly by Landlord at Landlord's sole cost and expense.

SECTION 6 INSURANCE AND INDEMNITY

6.1 Tenant's Insurance. Tenant shall carry at its own cost throughout the Term, with an insurance carrier satisfactory to Landlord, (i) combined comprehensive public liability insurance with single-limit coverage for personal and bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) or, upon Landlord's request, such larger amount as is then customary for a charter school of a size and location(s) comparable to the School and occupying facilities comparable to the Premises, insuring both Landlord and Tenant against claims in connection with injury and death sustained by persons, or for damage to property, while on the Premises, (ii) fire and extended coverage insurance on the equipment, fixtures and other improvements of the Premises owned by Tenant in an amount not less than the full insurable replacement value thereof, exclusive of foundations and structural members of the Premises, and with the awards for any loss insured thereby payable to Landlord and Tenant and any trust deed holder with a lien against the Premises, as their interests may appear, and (iii) employer's liability and workers' compensation insurance prescribed by applicable law.

Any proceeds from such fire and extended coverage insurance shall be used to repair and restore the Premises, in the manner to be determined and administered solely by Landlord, subject to Section 7.7 (entitled "Damage By Fire or Casualty") hereof. Both the public liability and the fire and extended insurance coverage shall provide that Landlord receive at least thirty (30) days' written notice prior to change or cancellation of the coverage. Simultaneously herewith, annually hereafter, and each time a change is made in any insurance or insurance carrier, Tenant will furnish to Landlord a memorandum or certificate of insurance as to the term and coverage of the insurance in force, the persons insured and the fact that the coverage may not be canceled, altered or permitted to lapse or expire without thirty (30) days' advance written notice to Landlord. Landlord and Tenant each waive any and all rights to recover against the other party, or against any of officers, directors, employees or agents of such other party, for any loss or damage to such waiving party arising from any cause covered by any property insurance carried by such party to the extent of the limits of such policy. Landlord and Tenant, from time to time, shall cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Premises or the Facilities.

6.2 Landlord's Insurance. Landlord shall carry at its own cost throughout the Term, with an insurance carrier satisfactory to Tenant, (i) combined comprehensive public liability insurance with single-limit coverage for personal and bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) or, upon Tenant's request, such larger amount as is then customary for a church of a size and location(s) comparable to the Landlord's church and occupying facilities comparable to the Facilities, insuring both Landlord and Tenant against claims in connection with injury and death sustained by persons, or for damage to property, while on the Land, (ii) fire and extended coverage insurance on the equipment, fixtures and other improvements of the Premises owned by Landlord in an amount not less than the full insurable replacement value thereof, exclusive of foundations and structural members of the Facilities, and with the awards for any loss insured thereby payable to Landlord and any trust deed holder with a lien against the Land, as their interests may appear, and (iii) employer's liability and workers' compensation insurance prescribed by applicable law. Any proceeds from such fire and extended coverage insurance shall be used to repair and restore the Facilities, in the manner to be determined and administered solely by Landlord, subject to Section 7.7 (entitled "Damage By Fire or Casualty") hereof. Both the public liability and the fire and extended insurance coverage shall provide that Tenant receive at least thirty (30) days' written notice prior to change or cancellation of the coverage. Simultaneously herewith, annually hereafter and each time a change is made in any insurance or insurance carrier, Landlord will furnish to Tenant a memorandum or certificate of insurance as to the term and coverage of the insurance in force, the persons insured and the fact that the coverage may not be canceled, altered or permitted to lapse or expire without thirty (30) days' advance written notice to Tenant. Landlord and Tenant each waive any and all rights to recover against the other party, or against any of officers, directors, employees or agents of such other party, for any loss or damage to such waiving party arising from any cause covered by any property insurance carried by such party to the extent of the limits of such policy. Landlord and Tenant, from time to time, shall cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Premises or the Facilities.

6.3 Mutual Indemnification. No officer, director, employee or agent of Landlord shall have any personal liability whatsoever with respect to any provision of this Lease, or any obligation or liability arising from this Lease or in connection with this Lease in the event of a breach or default by Landlord of any of its obligations hereunder. No officer, director, employee or agent of Tenant shall have any personal liability whatsoever with respect to any provision of this Lease, or any obligation or liability arising from this Lease or in connection with this Lease in the event of a breach or default by Tenant of any of its obligations hereunder. To the extent prohibited by applicable law, Tenant will indemnify Landlord, its agents, employees, officers and directors for and hold them harmless from and against and promptly reimburse them for any and all cost, loss or expense, including attorneys' fees arising from any liability or damages from any suits, fines, penalties, liabilities, actions, settlements, claims or demands in connection with or arising from this Lease or the use of the Premises by Tenant, including but not limited to any liability arising out of a breach or default by Tenant of any of its obligations hereunder. If Tenant fails to surrender the Premises to Landlord on expiration of the Term, Tenant shall hold Landlord harmless from and promptly indemnify Landlord for all damages resulting from Tenant's failure to surrender the Premises. Landlord will indemnify Tenant, its agents, employees, officers and directors for and hold them harmless from and against and promptly reimburse them for any and all cost, loss or expense, including attorneys' fees arising from any liability or damages from any suits, fines, penalties, liabilities, actions, settlements, claims or demands in connection with or arising from this Lease or the use of the Facilities or the joint use or shared use Premises by Landlord, including but not limited to any liability arising out of a breach or default by Landlord of any of its obligations hereunder.

SECTION 7

GENERAL

7.1 Access by Landlord. Landlord, its agents and employees, shall have the right to enter any portion of the Premises at reasonable hours and upon reasonable notice to examine the condition thereof, to make any repairs or alterations and for any other purpose deemed reasonable by Landlord.

7.2 Maintenance. Landlord, at its own expense, except where such expense is caused by the gross negligence or willful acts or omissions of Tenant, its employees, agents, students or invitees, shall maintain in a safe, clean and good working order (i) the structure of the Premises, (ii) the means of providing utilities to the Premises, (iii) the interior of the Premises, and (iv) the fixtures in the Premises, and any glass that may be in place in the Facilities or the Premises during the Term, in a manner consistent with the activities of a first-class charter school. Landlord shall keep the Facilities clean, sanitary and free of insects, rodents and other pests, and shall dispose of Tenant's trash and rubbish. Tenant shall cooperate with Landlord in its maintenance endeavors, and shall prevent the unnecessary and inordinate wear and tear on the Premises by Tenant, its employees, agents, invitees and students. For purposes of this paragraph, Landlord's maintenance shall include cleaning and, in consultation with Tenant, repairing, replacement and repainting the Premises.

Landlord will not, without the prior written consent of Tenant, make any alterations, installations, changes, additions or improvements, structural or otherwise, in or to the Premises, the Facilities or any part thereof, other than for maintenance pursuant to the immediately preceding paragraph. Any such changes or alterations shall be at Landlord's sole expense. Tenant will not, without the prior written consent of Landlord (which shall not be unreasonably withheld), make any alterations, installations, changes, additions or improvements, structural or otherwise, in or to the Premises or any part thereof. Any such changes or alterations shall be at Tenant's sole expense.

7.3 Default by Tenant. Time and the punctual performance of all provisions of this Lease are of the essence. If default is made in the payment of any sum to be paid by Tenant under this Lease, and such monetary default continues for ten (10) days after written notice of such default is given to Tenant, or default is made in the performance of any of the other such covenants or conditions which Tenant is required to observe and to perform, and such non-monetary default continues for thirty (30) days after written notice to Tenant, given pursuant to Section 7.20 hereof; provided, that, if the nature of Tenant's obligation is such that more than thirty (30) days are required for performance, then the period during which Tenant must perform shall be extended for the period of time necessary to complete performance provided that Tenant has commenced performance, and thereafter diligently pursues such performance until completion, or if the interest of Tenant under this Lease is levied or placed under execution or other legal process, or if any petition shall be filed by or against Tenant to declare Tenant a bankrupt or to delay, reduce or modify the Tenant's debts or obligations, and if Tenant does not vigorously contest by appropriate proceedings and has vacated or removed within thirty (30) days (one hundred twenty [120] days in the event of any bankruptcy filing) after the date of creation, service or filing any such levy, execution, legal process or petition, or if Tenant shall be declared insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if a receiver or trustee is appointed for Tenant or its property, or if Tenant shall abandon or vacate the Premises during the Term, or if Tenant causes or permits any act (i) for which this Lease requires the prior written consent of Landlord, unless such consent is obtained, or (ii) prohibited by this Lease, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and thereupon, at its option may have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

(a) Landlord may terminate this Lease, by written notice to Tenant, and forthwith repossess the Premises, and shall be entitled to recover forthwith as damages a sum of money equal to the total of:

(i) the worth at the time of award of any unpaid rent (and any other sums due Landlord under the terms of this Lease) which had been earned at the time of termination;

(ii) the worth at the time of award of the amount by which (A) the unpaid rent (based on the then-existing Base Rental rate, as modified by applying the Adjusted

Rent), which would have been earned after termination until the time of award exceeds (B) the amount of such rental loss, if any, as Tenant affirmatively proves could have been reasonably avoided;

(iii) the worth at the time of award of the amount by which (A) the unpaid rent for the balance of the term after the time of award, as discounted to its Present Value at the time of termination, exceeds (B) the amount of such rental loss, if any, as Tenant affirmatively proves could be reasonably avoided; and

(iv) any other amount necessary to compensate Landlord for all loss, damage and other expense caused by Tenant's failure to perform Tenant's obligations hereunder or which, in the ordinary course of things, would be likely to result therefrom, including, without limitation, the reasonable costs and expenses incurred by Landlord (A) in retaking possession; (B) in cleaning and making repairs and alterations necessary to return the Premises to good condition and preparing the Premises for re-letting; (C) in removing, transporting, and storing any of Tenant's property left at the Premises, or exclusive use by Landlord although Landlord shall have no obligation to remove, transport, or store any of such property; and (D) in re-letting the Premises, including without limitation, brokerage commissions, advertising costs and attorneys' fees; or

(b) Landlord may take such action required to cure the breach and bill Tenant for any expenses incurred by Landlord in curing such breach, and Tenant shall be obligated to pay such bill immediately upon receiving it.

As used in this Section 7.3, the "worth at the time of award" is computed by allowing interest at the rate of 10% per annum or by such other formula as may be specified by applicable law.

7.4 Performance by Landlord. If Tenant fails to perform any of its obligations under this Lease, Landlord, at its option, may perform such obligation and the actual cost of such performance by Landlord shall be due and payable by Tenant to Landlord, as Additional Rent, and any late payment of such amounts shall cause to accrue such late payment fees as specified in Section 3.4 hereof.

7.5 Default by Landlord. Landlord shall not be in default under this Lease unless Landlord fails to perform obligations required of Landlord within a reasonable time after written notice by Tenant to Landlord of such pending default; provided that, if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then the period during which Landlord must perform shall be extended for the period of time necessary to complete performance provided that Landlord has commenced performance and thereafter diligently pursues such performance until completion.

7.6 Future Construction. A decision by Landlord during the Term, to improve, alter, or rebuild the Facilities shall work to suspend the provisions of this Lease if, but only if, (i) reasonable access to the Premises is blocked, or if said construction is being done on the

Premises such that it is not reasonably possible to operate the School on the Premises, and (ii) sufficient temporary space to house Tenant's operations cannot be located within the confines of the Facilities or comparable facilities located reasonably proximate to the Facilities, and provided by Landlord to Tenant during such construction period. The dimensions, character and situation of any such temporary location within the Facilities shall be subject to the approval of Landlord and Tenant.

Landlord reserves the right to undertake future construction that would, in whole or in part, permanently relocate the Premises within the Facilities. The location of the relocated premises, in event of such construction, shall be at Landlord's discretion, but shall consist of no less space than the original Premises. Landlord shall pay the reasonable costs of such relocation. Except as provided herein, all terms and provisions of this Lease shall be in full force and effect with respect to any temporary or relocated premises during the period Tenant occupies such space.

7.7 Damage by Fire or Casualty. In the event of damage or destruction of the Premises by fire or any other casualty, not the fault of Tenant, its students, employees, agents, or independent contractors, Landlord may elect either (i) to terminate this Lease by written notice to Tenant, or (ii) to repair or restore the Premises at its own cost and expense. Due allowance, however, shall be given for reasonable time required for adjustment and settlement of insurance claims, and for such other delays as may result from government restrictions and government controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of Landlord. It is agreed that in any of the aforesaid events, if this Lease shall continue in full force and effect, but if the condition is such as to make the Premises untenable, then the Base Rental which Tenant is obligated to pay hereunder shall abate as of the date of the occurrence until Landlord has either (i) repaired or restored the Premises, or (ii) provided, at its own cost and expense, comparable substitute facilities located reasonably proximate to the Facilities for the operation of the School. Any unpaid or prepaid Base Rental for the month in which said condition occurs shall be prorated.

If the Premises is partially damaged or destroyed, then, during the time that Tenant is deprived of the use of the damaged portion of the Premises, Tenant shall be required to pay Base Rental covering only (i) that part of the Premises that it is able to occupy, based on that portion of the total Base Rental which the amount of square foot area remaining that can be occupied bears to the total square foot area of the Premises, and/or (ii) if provided by Landlord at its own cost and expense, comparable substitute facilities for the operation of the School located reasonably proximate to the Facilities.

In the event the Premises is destroyed substantially or totally by fire or other casualty so as to be entirely untenable, and it shall require more than sixty (60) days for Landlord to commence restoration of same, then either Party, upon written notice to the other Party, may terminate this Lease, in which case the Base Rental shall be apportioned and paid to the date of said fire or other casualty. No compensation or claim or diminution of Base Rental or other amounts due hereunder will be allowed or paid by Landlord, by reason of inconvenience, annoyance, or injury to Tenant's business.

In the event of damage or destruction to the Premises by fire or any other casualty as a result of the willful or negligent act or omission of Tenant, its students, employees, agents, or independent contractors, Landlord shall have no obligation to repair the Premises, and Tenant shall promptly repair the same within sixty (60) days after the damage, subject to extensions for delays or reasons beyond Tenant's control. Base Rental and other amounts due hereunder shall continue to be payable (at the then-existing Base Rental rate), but the Base Rental shall be abated by the proportional extent of the damage during such period of repair. If Tenant fails to repair the Premises as provided in this paragraph, then such failure shall constitute a default under Section 7.3 and Landlord shall have all the rights and remedies therein provided.

7.8 Condemnation. If all or any part of the Premises is taken or damaged by eminent domain, Tenant shall have no claim against Landlord, and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such taking or condemnation. Tenant hereby assigns all of its right to damages therefore, if any, to Landlord.

In the event that the Premises is taken so substantially and permanently by the power of eminent domain as to make the uncondemned portion of the Premises unsuitable, in the reasonable opinion of either Party, for Tenant's continued use, then this Lease may be terminated by either Party as of the effective date of the taking by written notice to the other party.

7.9 Sale of Facilities by Landlord. In the event of any sale by Landlord of the Facilities or the Land, this Lease shall continue in effect provided the new owner assumes the obligations of Landlord arising thenceforth hereunder. Whether or not the obligations of Landlord under this Lease are assumed, Landlord shall be released from all further obligations to Tenant under this Lease automatically upon the sale or other transfer of all of Landlord's right, title or interest in this Lease to any other party.

7.10 Surrender of Premises. Except as provided herein, on the expiration or earlier termination of the Term, Tenant shall surrender to Landlord the Premises and all improvements and alterations in good condition, except for ordinary wear and tear, the Tenant shall remove all of its equipment and other personal property.

7.11 Tenant's Property; Disposition of Inventory. Tenant shall not install any fixtures in or make any alterations to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. All such fixtures or alterations shall become the property of Landlord upon expiration of the Term, unless the Parties agree otherwise in writing; provided, however, that Landlord may elect to waive in writing its right to any item or items of such property, and in that event Landlord may require Tenant to, and Tenant shall promptly remove such item or items, and Tenant shall promptly make all restorations to the Premises made necessary by such removal. If Tenant fails to promptly remove such property, Landlord may remove such property and Tenant shall be liable to Landlord for the costs of such removal, and for the costs of restoration of the Premises made necessary by such removal. Except to the extent prohibited by applicable law, (i) Landlord may elect to retain, remove or dispose of any of Tenant's alterations, equipment or other personal property that Tenant does not remove from the

Premises within thirty (30) days following the expiration of the Term, and (ii) Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of any such equipment or other personal property. Tenant shall be liable to Landlord for Landlord's costs for storing, removing and disposal of any of Tenant's equipment or other personal property and for Landlord's costs for any restoration of the Premises made necessary because of the removal of any of such property from the Premises.

7.12 Holding Over. If Tenant holds possession of the Premises after expiration of the Term, Tenant shall, at the option of Landlord to be exercised solely by Landlord's giving written notice to Tenant, become a Tenant from month-to-month upon the terms and conditions herein specified, so far as is applicable, and shall continue to occupy the Premises on such basis until thirty (30) days after Tenant shall have given Landlord, or Landlord shall have given Tenant, written notice of intention to terminate such monthly tenancy, or until Tenant vacates the Premises, whichever occurs first. Unless Landlord exercises the option provided herein, Tenant shall be a Tenant at sufferance only, whether or not Landlord accepts any rent from Tenant during the holdover period. In any event of Tenant's holding over beyond the end of the Term, the rental applicable during the holdover period shall be on the same terms as that due during the Term. All Base Rental and other amounts due hereunder becoming due and payable during the holding over period shall be paid according to the same terms and conditions herein which govern the payment of Base Rental and such other amounts due hereunder during the Term.

7.13 Recording. Neither this Lease nor any memorandum of it shall be recorded. After the expiration or prior termination of this Lease, Tenant, upon Landlord's request, shall deliver to Landlord a release drafted so as to extinguish any right, title and interest held by Tenant pursuant to this Lease.

7.14 Brokerage Fee. Each party represents that it has not had any dealings with any real estate broker, finder, or other person, with respect to this Lease. Each Party shall hold harmless the other Party from and shall promptly reimburse the other Party for all damages resulting from any claims that may be asserted against the other Party by any real estate broker, finder, or other person, with whom the indemnifying party has or purportedly has dealt regarding this Lease.

7.15 Waiver of Breach. Waiver by either Party of non-performance or breach of any condition or legal right or remedy under this Lease or under law, shall not constitute any further waiver of any other condition or legal right or remedy. No waiver of any condition or legal right or remedy shall be implied by the failure of either party to declare a default of this Lease when such Party has the right to do so. No waiver by either Party of any condition or legal right or remedy shall be valid unless it is in writing signed by the waiving party.

7.16 No Business Relationship. Landlord and Tenant are independent contracting parties and under no circumstances shall their relationship be held out as, or interpreted to be, or create an agency or joint venture relationship. Upon Landlord's written request, Tenant shall promptly provide Landlord with an official copy of a duly filed Assumed Name Certificate for the business to be conducted on the Premises. Neither Party shall acquire any right to use the

name of the other Party in its operations. Each Party agrees not to purchase goods, make contracts, or otherwise deal in the name of the other party. Upon Landlord's written request, Tenant at Tenant's expense shall post a sign prominently in the Premises which shall state that Tenant is a charter school independent of Landlord, and is not affiliated with Landlord, and Tenant shall include the same information on all forms utilized by Tenant for the operation of the School.

7.17 Estoppel Certificate. Tenant shall, within ten (10) days after Landlord's written request, deliver to Landlord an estoppel certificate certifying that this Lease is unmodified and in full force and effect, that there are no offsets, defenses or claims by Tenant against Landlord, and that any other representations that Landlord may request regarding the status of the Lease and Tenant's obligations thereunder are true.

7.18 Attorneys' Fees. In the event of any action or proceeding brought by either Party to this Lease against the other Party regarding the enforcement of any rights or obligations under this Lease, the prevailing Party shall be entitled to recover for the fees and expenses of its attorneys and court costs for such action or proceeding, including the costs of appeal, if any, in such amount as the court may adjudge reasonable.

7.19 Quiet Enjoyment. Upon payment by Tenant of all items of rent, and any and all other sums to be paid by Tenant to Landlord hereunder, and the observance and performance of all of the covenants, term and conditions to be observed and performed by Tenant, Tenant shall have the peaceful and quiet use of the Premises, and all rights, servitudes and privileges belonging, or in anywise appertaining thereto or granted hereby, for the Term, without hindrance or interruption by Landlord, or any other person or persons lawfully claiming by, through or under Landlord, subject nevertheless to the terms and conditions of this Lease, and to any mortgage, deed of trust or agreement to which this Lease and/or Landlord's interest in the Premises and the Facilities, is subordinate. Landlord warrants that it has full right and authority to enter into this Lease for the full term hereof.

7.20 Notices. All notices to be given to Tenant shall be given in writing by sending the same by certified United States mail, return receipt requested, postage prepaid and addressed to Tenant at the School's offices at the Premises (Attn: Superintendent), whether or not Tenant has departed from, abandoned or vacated the Premises, or at such other address as Tenant may from time to time designate in writing. All notices to be given to Landlord shall be given in writing by personal delivery (whether by hand, email, fax or otherwise) or by sending the same by certified United States mail, return receipt requested, postage prepaid and addressed to Landlord's offices at the Premises (Attn: Senior Pastor), or at such other address as Landlord may from time to time designate by notice in accordance with the provision hereof. All notices shall be deemed delivered upon receipt (or refusal to accept receipt if hand delivered) or forty-eight (48) hours after being deposited in the United States mail in accordance with the foregoing provisions.

7.21 Headings. The Section headings, subsection headings and Table of Contents of this Lease shall have no effect on the interpretation of this Lease.

7.22 Entire Agreement. This Lease contains the entire agreement between the Parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either Party. Each Party has relied on its own examination of this Lease, the counsel of its own advisors, and the warranties, representation and covenants of the Lease itself. This Lease may be executed in counterparts.

7.23 Applicable Law. This Lease shall be construed and enforced in accordance with the laws of the State of Texas. If any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid, or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law. Tenant and Landlord shall immediately enter into an amendment to this Lease which shall contain a legally valid substitute term or provision to be applicable to those persons or circumstances for which the original term or provision has been deemed invalid or unenforceable. The effect of such substitute term or provision, to the extent legally possible, shall be as closely identical as possible to that of the term or provision it replaces.

7.24 Binding Provisions. All restrictions, covenants and conditions hereof shall bind and inure to the benefit of the heirs, assigns, successors and representatives of Landlord and Tenant.

Each person executing this Lease on behalf of Landlord hereby certifies that he or she has the authority to execute this Lease on behalf of Landlord, and thereby bind(s) Landlord hereunder. Each person executing this Lease on behalf of Tenant hereby certifies that he or she has the authority to execute this Lease on behalf of Tenant, and thereby bind(s) Tenant hereunder.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

"LANDLORD"

Family Cathedral of Praise of Dallas
CHURCH

By: DocuSigned by:
Harry Lee Sewell
Harry Lee Sewell, Pastor

Signer: Harry Lee Sewell
(print)

"TENANT"

Legacy Preparatory School
SCHOOL

By: DocuSigned by:
Byron Ricks
Byron Ricks, President
and School Superintendent

APPROVED:

SCHOOL
BOARD OF REGENTS

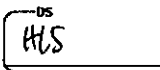
By: Jason Mercede
Name: Jason Mercede
Title: _____

EXHIBIT A-1

The Land

Being a 40 acre tract of land with a street address of 790 Windbell Circle in the City of Mesquite, in Dallas County, Texas, further shown on the plat attached hereto as Exhibit A-2.

Initialed as Acknowledged and
Agreed to as of October 19, 2011:

Landlord: 

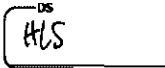
Tenant: _____

EXHIBIT B-1

Premises

[Attach a diagram or floor plan of leased Premises]

Initialed as Acknowledged and
Agreed to as of October 19, 2011:

Landlord: 

Tenant: _____

EXHIBIT B-2

SCHOOL Lease Schedule

[Attach list of rooms or areas for exclusive use by the School]

Initialed as Acknowledged and
Agreed to as of October 19, 2011:

Landlord:  _____

Tenant: _____

EXHIBIT C

Chart of Sliding Scale for Adjusted Rent for Average Daily Attendance

Six Weeks	(1) Students Enrolled	(2) Students Present	Six Weeks	(1) Students Enrolled	(2) Students Present
Day 1	250	240	Day 17	250	240
Day 2	250	240	Day 18	250	240
Day 3	250	240	Day 19	250	240
Day 4	250	240	Day 20	250	240
Day 5	250	240	Day 21	250	240
Day 6	250	240	Day 22	250	240
Day 7	250	240	Day 23	250	240
Day 8	250	240	Day 24	250	240
Day 9	250	240	Day 25	250	240
Day 10	250	240	Day 26	250	240
Day 11	250	240	Day 27	250	240
Day 12	250	240	Day 28	250	240
Day 13	250	240	Day 29	250	240
Day 14	250	240	Day 30	250	240
Day 15	250	240	Day 31	250	240
Day 16	250	240	Day 32	250	240

Enrollment Calculation

(1) Total Days in Membership	8000		
(2) Days Taught	32	=	250 Average Enrollment Calculation

Attendance Percentage Calculation

(4) Total Days Present	7680		
(3) Total Days in Membership	8000	=	96% Percentage Attendance (rounded to one decimal)

Monthly Lease Calculation (at average of 250 students enrolled)

Average Enrollment for Six Weeks	250	X	(3) Percent Attendance	96.0%	X	\$50 per student	=	\$12,000 Monthly Lease Calculation
----------------------------------	-----	---	------------------------	-------	---	------------------	---	------------------------------------

Initialed as Acknowledged and
Agreed to as of October 19, 2011:

Landlord:

HS

Tenant:

DS

EXHIBIT D

Lease Calculation Formula

\$5,850 X _____ = \$ _____
[Annual State Funds Per Student X Average Daily Attendance of Students = Annual School Revenue]



15% (Addendum A) is the percentage of funds dedicated to the facilities including rent, utilities, maintenance/repairs, and janitorial services/supplies predicated upon the previous years landlord's expenses



\$ _____ X .15 = \$ _____
Annual School Revenue X .15 = Total Annual Facility Pool



\$ _____ / 10 = \$ _____
Total Annual Facility Pool / 10 months = Total Monthly Facility Pool*



\$45 X _____ = \$ _____
Monthly Rent Per Student X # of students = Monthly Rent Amount



\$ _____ - \$ _____ =
\$ _____
Total Monthly Facility Pool – Monthly Rent Amount = Monthly Utility/Maintenance Balance**

*total Monthly Facility Pool – Rent, Utilities, Maintenance/Repairs, and Janitorial Services/Supplies

** Monthly Utility/Maintenance Balance – Utilities, Maintenance/Repairs, and Janitorial Services/Supplies (RENT NOT INCLUDED)

DS
BR

DS
HLS

Initialed as Acknowledged and Agreed to as of _____, YEAR: Landlord:

HL^{DS} Tenant: BR^{DS}

UTILITIES/MAINTENANCE COMPUTATION FORMULAS

$$\frac{p(yT)(67\%)}{10} = \text{monthly maintenance payment}$$

$$\frac{p(zT)(67\%)}{10} = \text{monthly utilities payment}$$

p = percentage of s.f. leased

y = maintenance verified billing

z = utilities verified billing

67% = school (M-F) use and church (S-S) use SOP CPA ratio

yT + zT = Total (August – May previous year) verified charges

Attachment 4b

APPROVED DURING CONTINGENCY PROCESS

This page through
Exhibit D

SCHOOL LEASE

BETWEEN

**Pathway of Life Full Gospel Church
CHURCH**

AS LANDLORD

AND

**LEGACY21, INC.
SCHOOL**

AS TENANT

July 1, 2012

SCHOOL LEASE

THIS SCHOOL LEASE (this "Lease") is made and entered into effective as of July 1, 2012 by and between Pathway of Life Full Gospel Church (hereafter **CHURCH**), a Texas non-profit corporation (the "Landlord"), and Legacy 21 (hereafter **SCHOOL**) of Dallas, a Texas non-profit corporation d/b/a Legacy Preparatory School (the "Tenant").

RECITALS:

A. Landlord is the owner of certain real property (as described on Exhibit A-1 attached hereto, hereinafter the "Land"), together with, all and singular, all improvements thereon and all rights and appurtenances pertaining thereto, including any right, title and interest of Landlord in and to adjacent streets, alleys and rights-of-way. The Land includes building, grounds and related facilities described herein or from time to time shown, listed or described on Exhibits B-1 and B-2 attached hereto (collectively, the "Facilities"), located 8510 Military Parkway Dallas, Texas 75227. BR mow

B. SCHOOL is an open-enrollment charter school with kindergarten, elementary, middle school and high school programs (the "School"), and desires to lease certain premises on the Land and in the Facilities for the education of such total number of students as may be (i) approved by the Texas Education Agency for occupancy at the Facilities, and (ii) permitted by Landlord from time to time, in the exercise of its reasonable discretion, to occupy the Premises for use by the School.

C. Landlord desires to lease such Premises to Tenant, Tenant desires to lease such Premises from Landlord, and the parties have agreed to such lease, at the rental rate and otherwise on the terms and conditions hereinafter set forth.

IN CONSIDERATION of the Recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree as follows:

SECTION 1 DESCRIPTION AND LEASE OF THE PREMISES

1.1 Leased Premises. Subject to the terms of Exhibits B-1 and B-2 attached hereto, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord use of those premises at the Facilities (the "Premises") described as follows:

(a) exclusive use of each of the rooms or areas (if any) listed or designated for use as School offices or storage, or otherwise designated for exclusive use by Tenant on Exhibit B-2 hereto ("SCHOOL Lease Schedule"), or otherwise designated on the SCHOOL Lease Schedule hereto for exclusive use by the School for its administrative offices and storage of equipment, books, supplies, and other School materials, or such other suitable alternative

office or storage rooms as may be hereafter so designated by Landlord as a result of changes in its needs or changes in the needs of the School, of which Landlord is notified in advance by Tenant;

(b) exclusive use during normal School business hours, Monday through Friday (and parent-teacher meetings, regular or special events and other after-hours use in the customary operation of the School, of which Landlord is notified in advance by Tenant), of each of the classrooms or other areas within the building listed or designated on the SCHOOL Lease Schedule for Tenant's non-exclusive use (hereinafter sometimes referred to as "dual use," "joint use," or "shared use"); and

(c) non-exclusive use during normal School business hours, Monday through Friday (and evenings, other than Sunday or Wednesday, for parent-teacher meetings, scheduled regular or special events, and other after-hours use customary in the operation of the School, and of which Landlord is notified in advance by Tenant), and otherwise on an as-needed or as-available basis, as determined in the reasonable discretion of Landlord, of the auditorium, kitchen, hallways;

Provided, however, in each case, that the official copy of the then-current SCHOOL Lease Schedule, and the actual physical limitations and nature of use as exclusive or non-exclusive of the Premises, shall be conclusively determined, in the absence of manifest error, by Landlord in good faith from the records of Landlord, including the SCHOOL Lease Schedule in the form attached to Landlord's copy of this Lease.

1.2 Joint Use. Landlord shall retain the non-exclusive use (and exclusive use on Sunday and, absent Landlord's prior consent to the contrary, on Wednesday night), of all Common Areas, classrooms, auditorium and other non-exclusive use portions of the Premises and the Land for Landlord's normal weekly church services, and other activities conducted or sponsored by Landlord, including regularly scheduled and special services, meetings, banquets and other regular or special events, and community events. Subject to the terms of Section 1.1 above, Landlord shall coordinate and cooperate in good faith with Tenant in order to provide Tenant with access to non-exclusive use areas of the Premises at all reasonable times that such space is not in use or previously scheduled for use by Landlord.

1.3 Access. Tenant shall be provided with a set of keys and/or keypad codes from time to time sufficient to provide access to the Facilities for the use of the Premises by Tenant. Tenant shall not make copies of any of such keys, or disclose such keypad codes, except on a "need to know" basis to identified individuals of whom Landlord is notified in advance, without the prior consent of Landlord's designated pastor, facilities director or property manager.

1.4 Common Areas. In conjunction with this Lease, Tenant and its employees, agents, students and invitees shall have a non-exclusive license to use the lobby, corridors, restrooms, grounds, sidewalks, parking areas and driveways of the Facilities, and any other building area or real property from time to time designated by Landlord for purposes of pedestrian ingress to and egress from the Premises, for vehicle parking incidental thereto, and for

making such deliveries as are necessary and reasonable (provided that such deliveries are made at reasonable times and in a reasonable manner, and as otherwise required by Landlord), together with any other public-access areas or common areas so designated on the SCHOOL Lease Schedule attached hereto or otherwise approved in writing by Landlord (collectively, the "Common Areas"), in each case subject to such reasonable limitations on such use as may be imposed by Landlord from time to time.

SECTION 2 TERM OF THE LEASE

2.1 Term. The term of this Lease (the "Term") shall commence on July 1, 2012 and shall continue for a period of twelve (12) months, ending on June 30, 2013.

SECTION 3 RENT

DS
BR DS
mow

3.1 Rent. Tenant shall pay the following amounts as rent hereunder:

(a) Rental. Tenant shall pay to Landlord, without demand, monthly rent under this Lease, computed and payable as hereinafter set forth.

(1) Rental shall be payable on the last day of ten calendar months from September through May to Landlord's address at the Premises, or at such other place designed by written notice or invoice from Landlord to Tenant.

(2) Base Rental. Tenant shall pay to Landlord the August rent September 30th, September rent October 31st, October rent November 30th, and November rent December 31st at a base rental of 1st day enrollment times 96% times \$45.00. A reconciled adjustment to true Average Daily Attendance ("ADA") will be made for the first semester when December rent is paid January 31st. The true ADA for the 1st semester will be multiplied by \$45.00 to set the 2nd semester base rental paid February 28th, March 31st, April 30st, May 31st, and the reconciled adjustment to the true ADA will be made for the 2nd semester by the true ADA times \$45.00 rent paid June 30th.

(3) Adjusted Rental. Tenant is funded by the Texas Education Agency based on its calculations of ADA, which ADA is further adjusted through additional attendance funding formulas considering a TEA concept known as "membership." Tenant's projected ADA at the School for the Term as calculated by TEA considering "membership" is 96% of enrolled students. Therefore, Adjusted Rental due to Landlord for each of the ten months of the Term shall be the product of \$45 times Tenant's ADA at the leasehold premises for the month of the Term preceding the month in which Adjusted Rental is due ("Rent Calculation Period") based on the Texas Public Education Integrity Monitoring System ("PEIMS"), a statewide reporting system that enables school districts and charter schools to provide information on organization, finances, staff, student achievement and student attendance. PEIMS reports to the Texas Education Agency ("TEA") determine the amount of state revenues received by the charter

schools and school districts. The ADA of students in the Rental Period is calculated using the following formulas:

Average Enrollment Calculation

$$\frac{\text{Total Days in Membership}}{\text{Days Taught}} = \text{Average Enrollment Calculation}$$

Attendance Percentage Calculation

$$\frac{\text{Total Days Present}}{\text{Total Days in Membership}} = \text{Percent Attendance Calculation}$$

Monthly Lease Calculation

$$\begin{aligned} &\text{Average Enrollment Calculation} \\ &\times \text{Percent Attendance Calculation} \\ &\times \$45 \text{ per student} \end{aligned} = \text{Monthly Lease Calculation}$$

A sample calculation is attached to this Lease and made part for all purposes hereof as Exhibit C.

(b) End-of-the-Year Reconciliation. An End-of-the-Year Reconciliation shall be performed promptly after final PEIMS school year attendance reports are available using PEIMS reporting data available at such time. A Party receiving the adjustment shall be paid by the other Party within thirty (30) days of the determination. .

(c) Utilities and Maintenance Overhead. In addition to all rent payable by Tenant, and in partial satisfaction of Tenant's obligation to maintain the Premises, Tenant shall pay, without demand, on the first day of each calendar month from October 1st through July 1st, (i) 30% of monthly utility/maintenance balance (Addendum D) in full payment for all utilities consumed by Tenant during the Lease term, (ii) 40% of monthly utility/maintenance balance (Addendum D) for maintenance and janitorial services to be provided by Landlord during the Lease term, and (iii) 30% of monthly utility/maintenance balance (Addendum D) for repairs, replacement, and repaint of leased area, which fixed sums the Parties agree represent the Parties' assessment of Tenant's Share (as hereinafter defined) of the cost of utilities and other overhead costs and expenses listed in clauses (A), (B) (C) and (D) below incurred for the initial Lease year (as further defined below, "Overhead").

3.3 Records. Tenant shall retain and keep in a safe place and intact, until twelve (12) months after termination of this Lease, all of Tenant's records, books and accounts pertaining to the Premises and other data necessary to confirm by audit the financial condition of the School. Landlord, or any duly authorized representative of Landlord, shall have access to and the right to examine and audit any pertinent books, documents, papers and records of Tenant relating to this Lease by mutual arrangement. Tenant shall provide a copy of its annual financial statements

(and any accompanying audit report or letter to management) to Landlord promptly following the compilation thereof, and in any event within one hundred fifty (150) days following the end of each fiscal year. Tenant shall provide a copy of interim financial statements to Landlord within forty-five (45) days following the end of each fiscal year quarter, which are the calendar months of November, February, May, and August.

SECTION 4 TENANT'S DUTIES

4.1 Use.

(a) Tenant shall use the Premises only for the operation of the School, and meetings and activities directly related thereto. No fund-raising projects or other non-educational or non-athletic, extra-curricular activities involving persons other than Tenant's students, students' relatives, and Tenant's employees and other representatives shall be conducted at the Facilities without the prior consent of Landlord.

(b) In the operation of the School on the Premises, Tenant always shall comply with the applicable provisions of the Texas Education Code, and all applicable rules and regulations of all governmental agencies. Landlord, at its sole cost, shall obtain and maintain all licenses and permits required by any public authority for the contemplated use of the Premises. Tenant shall forward to Landlord copies of any notices received from any governmental authorities relating to compliance with any such laws or rules within five (5) days after receiving them.

(c) During the Term, Tenant shall pay, prior to delinquency, all taxes, if any, assessed against furnishings, equipment, fixtures and other personalty owned by Tenant and contained in the Premises. Tenant shall exert its best efforts to cause said furnishings, equipment and other personalty to be assessed and billed separately from the real and personal property of Landlord. In the event any such furnishings, equipment or personalty are assessed and taxed to Landlord, Tenant shall pay to Landlord such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of taxes applicable to Tenant's interest.

(d) Except to the extent required by applicable law (in accordance with the written opinion of Tenant's legal counsel delivered to Landlord), Tenant shall not use or permit the use of the Premises for any purpose or do or permit any act or thing to be done thereon or adjacent thereto not permitted by this Lease, including but not limited to any activities that Landlord deems to be contrary to Landlord's purposes, or any unlawful or disreputable activity which might tend to injure the reputation of Landlord. Tenant shall not commit, or allow the committing of any waste upon the Premises, and Tenant shall not permit the existence of any nuisance which, in the reasonable judgment of Landlord, may disturb activities at the Facilities.

(e) Tenant shall not engage in unreasonably hazardous activity in the Premises, the Facilities, or the Common Areas, and Tenant shall abide by the recommendations

of Landlord and the insurance carriers of Landlord and Tenant insuring the Premises and the Facilities regarding safety precautions and hazardous activities. Tenant shall not engage in any activity or permit any condition that would cause an increase in the cost to Landlord of Landlord's insurance for the Facilities or the Premises, or that would result in cancellation of Landlord's insurance.

(f) Except as otherwise required by applicable law, Tenant shall not put up any signs in the Facilities nor do anything that would change the color, architectural treatment or appearance of the Premises or the Facilities without the prior written permission of Landlord, which shall not be unreasonably withheld, delayed or conditioned. Tenant shall not unreasonably obstruct the drives, parking lots or other Common Areas of the Facilities.

(g) Tenant's employees, students and invitees may park in the Facilities' parking areas in the spaces designated by Landlord during the hours that those individuals are working at the Premises. Except in the event of an emergency, Landlord at all times shall have control of the Common Areas, and may use and control the Common Areas as it deems appropriate; provided, however, that Landlord shall not unreasonably prohibit or interfere with access to the Premises and Tenant parking areas by Tenant and its employees, agents, students and invitees at all times during normal School business hours Monday through Friday, except as otherwise provided herein.

4.2 Signage. Subject to the provisions of Section 4.1(f), Tenant shall submit to Landlord plans and specifications for, and shall construct in accordance with the plans and specifications approved by Landlord, such permanent exterior signage as Tenant may deem necessary for purposes of identification of the School and notification of students, parents and employees of the School as to matters related thereto. Furthermore, permanent classroom and administrative office identification signs, achievement signs, and signs providing directions shall be subject to Landlord's reasonable review and consent. Any posters, banners and/or decorations, whether in classroom areas, joint use areas or common areas shall be affixed to walls of the Facilities temporarily, and shall be removed at the termination of this Lease.

4.3 Subordination and Attornment. This Lease is subject and subordinate to any mortgage, deed of trust or other lien currently existing or hereafter placed upon the Facilities, and to any renewals and extensions thereof. This Section shall be self-operative and no further instrument of subordination shall be required of any mortgagee or trustee. In confirmation of such subordination, Tenant agrees, upon demand, to execute such further certificates that Landlord may request. In the event that Tenant shall fail to execute any such instrument promptly as requested (providing Tenant not event less than ten (10) business days), Tenant hereby irrevocably constitutes Landlord as attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being stipulated by Landlord and Tenant that such agency is coupled with an interest. Notwithstanding the foregoing, the party secured by any such mortgage or deed of trust shall have the right to recognize this Lease and, in the event of any foreclosure sale under such mortgage or deed of trust, this Lease shall continue in full force and effect at the option of the Party secured by such mortgage or deed of trust, or the purchaser under any such foreclosure sale; and Tenant covenants and agrees that it will, at the written request of the Party

secured by any such mortgage or deed of trust, execute, acknowledge and deliver any instrument that has the purpose and effect of subordinating this Lease to said mortgage or deed of trust.

4.4 No Assignment or Subletting. Tenant shall not sell, assign, mortgage, pledge or hypothecate its rights under this Lease, whether voluntarily or by operation of law, nor sublet the Premises or any part thereof without the prior express written permission of Landlord, and any attempt to do any of the foregoing without the prior express written permission of Landlord shall be void and of no effect.

4.5 No Liens by Tenant. Tenant at all times shall keep the Premises, the Facilities, and Tenant's fixtures, free of all liens, recorded or otherwise, created or permitted by the actions or omissions of Tenant.

4.6 Compliance With Environmental Laws. Tenant agrees to comply with all environmental laws and regulations of any governmental entity applicable to the Premises or the Facilities as a result of the conduct of the activities of the School thereon, including but not limited to the Asbestos Hazard Emergency Response Act of 1986, and all regulations of the Environmental Protection Agency promulgated thereunder; any other federal, state or local environmental, hazardous substance or toxic substance reporting laws or regulations; and any other laws or regulations placing obligations upon either Landlord or Tenant in connection with the operation of the School on the Premises. Without limiting the generality of the foregoing, Tenant agrees, at its sole cost and expense, (i) to conduct all inspections of the Premises or the Facilities required under any such laws or regulations with respect to the use of the Premises for the operation of the School, (ii) to comply with (A) all continuing inspection, operations and maintenance, personnel training, periodic surveillance and reporting obligations under any such laws or regulations, and (B) all obligations under any such laws or regulations with respect to the preparation of appropriate operations, maintenance and repair programs and management plans, the clean up and abatement of any conditions discovered, and the retention of appropriate records with respect to the use of the Premises for the operation of the School.

SECTION 5 LANDLORD'S DUTIES

5.1 Utilities Provided by Landlord. Landlord shall provide to the Premises air-conditioning, heating and electricity, natural gas, water, sewer and trash removal services, at its own expense, except as otherwise provided in Section 3 hereof. Tenant shall adhere to measures announced by Landlord from time to time designed to conserve energy including, but not limited to, the following:

- (a) Thermostats or other temperature control devices shall not be set so as to raise temperatures registered at the thermostat above 68 degrees Fahrenheit for heating, or below 76 degrees Fahrenheit for cooling.
- (b) Any incandescent bulbs used shall be of a capacity not greater than 100 watts.

- (c) Other than displays previously approved by Landlord, incandescent lighting shall not be used solely for display purposes without Landlord's prior written consent, which consent shall not be unreasonably withheld.
- (d) Electrical equipment and appliances, other than customary office equipment, shall not be installed or used upon the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld.
- (e) To the extent practicable, Tenant shall turn off all lights, appliances and equipment when not in use, and when the Premises are unoccupied.

Landlord shall take all reasonable steps to assure that the agreed upon services to be provided by Landlord as described above shall be available to Tenant at all times. Failure by Landlord to any extent to furnish these defined services, or any cessation thereof, resulting from causes beyond the control of Landlord, shall not render Landlord liable, in any respect, for damages to any person or property, nor shall such event be construed as an eviction of Tenant, nor work an abatement of rent, nor relieve Tenant from fulfillment of any covenant or agreement hereunder so long as Landlord acts in good faith to restore said service as promptly as reasonably possible.

5.2 Telephones and Technology. Landlord agrees to provide access to facilities to permit installation of such necessary equipment.

5.3 Maintenance of Facilities. Landlord acknowledges and agrees that any required maintenance, repairs or modifications required by the Premises or the Facilities during the Term resulting from a change in the laws of any federal, state or local governmental body having jurisdiction over the Facilities and School shall be undertaken promptly by Landlord at Landlord's sole cost and expense.

SECTION 6 INSURANCE AND INDEMNITY

6.1 Tenant's Insurance. Tenant shall carry at its own cost throughout the Term, with an insurance carrier satisfactory to Landlord, (i) combined comprehensive public liability insurance with single-limit coverage for personal and bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) or, upon Landlord's request, such larger amount as is then customary for a charter school of a size and location(s) comparable to the School and occupying facilities comparable to the Premises, insuring both Landlord and Tenant against claims in connection with injury and death sustained by persons, or for damage to property, while on the Premises, (ii) fire and extended coverage insurance on the equipment, fixtures and other improvements of the Premises owned by Tenant in an amount not less than the full insurable replacement value thereof, exclusive of foundations and structural members of the Premises, and with the awards for any loss insured thereby payable to Landlord and Tenant and any trust deed holder with a lien against the Premises, as their interests may appear, and (iii) employer's liability and workers' compensation insurance prescribed by applicable law.

Any proceeds from such fire and extended coverage insurance shall be used to repair and restore the Premises, in the manner to be determined and administered solely by Landlord, subject to Section 7.7 (entitled "Damage By Fire or Casualty") hereof. Both the public liability and the fire and extended insurance coverage shall provide that Landlord receive at least thirty (30) days' written notice prior to change or cancellation of the coverage. Simultaneously herewith, annually hereafter, and each time a change is made in any insurance or insurance carrier, Tenant will furnish to Landlord a memorandum or certificate of insurance as to the term and coverage of the insurance in force, the persons insured and the fact that the coverage may not be canceled, altered or permitted to lapse or expire without thirty (30) days' advance written notice to Landlord. Landlord and Tenant each waive any and all rights to recover against the other party, or against any of officers, directors, employees or agents of such other party, for any loss or damage to such waiving party arising from any cause covered by any property insurance carried by such party to the extent of the limits of such policy. Landlord and Tenant, from time to time, shall cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Premises or the Facilities.

6.2 Landlord's Insurance. Landlord shall carry at its own cost throughout the Term, with an insurance carrier satisfactory to Tenant, (i) combined comprehensive public liability insurance with single-limit coverage for personal and bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) or, upon Tenant's request, such larger amount as is then customary for a church of a size and location(s) comparable to the Landlord's church and occupying facilities comparable to the Facilities, insuring both Landlord and Tenant against claims in connection with injury and death sustained by persons, or for damage to property, while on the Land, (ii) fire and extended coverage insurance on the equipment, fixtures and other improvements of the Premises owned by Landlord in an amount not less than the full insurable replacement value thereof, exclusive of foundations and structural members of the Facilities, and with the awards for any loss insured thereby payable to Landlord and any trust deed holder with a lien against the Land, as their interests may appear, and (iii) employer's liability and workers' compensation insurance prescribed by applicable law. Any proceeds from such fire and extended coverage insurance shall be used to repair and restore the Facilities, in the manner to be determined and administered solely by Landlord, subject to Section 7.7 (entitled "Damage By Fire or Casualty") hereof. Both the public liability and the fire and extended insurance coverage shall provide that Tenant receive at least thirty (30) days' written notice prior to change or cancellation of the coverage. Simultaneously herewith, annually hereafter and each time a change is made in any insurance or insurance carrier, Landlord will furnish to Tenant a memorandum or certificate of insurance as to the term and coverage of the insurance in force, the persons insured and the fact that the coverage may not be canceled, altered or permitted to lapse or expire without thirty (30) days' advance written notice to Tenant. Landlord and Tenant each waive any and all rights to recover against the other party, or against any of officers, directors, employees or agents of such other party, for any loss or damage to such waiving party arising from any cause covered by any property insurance carried by such party to the extent of the limits of such policy. Landlord and Tenant, from time to time, shall cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Premises or the Facilities.

6.3 Mutual Indemnification. No officer, director, employee or agent of Landlord shall have any personal liability whatsoever with respect to any provision of this Lease, or any obligation or liability arising from this Lease or in connection with this Lease in the event of a breach or default by Landlord of any of its obligations hereunder. No officer, director, employee or agent of Tenant shall have any personal liability whatsoever with respect to any provision of this Lease, or any obligation or liability arising from this Lease or in connection with this Lease in the event of a breach or default by Tenant of any of its obligations hereunder. To the extent prohibited by applicable law, Tenant will indemnify Landlord, its agents, employees, officers and directors for and hold them harmless from and against and promptly reimburse them for any and all cost, loss or expense, including attorneys' fees arising from any liability or damages from any suits, fines, penalties, liabilities, actions, settlements, claims or demands in connection with or arising from this Lease or the use of the Premises by Tenant, including but not limited to any liability arising out of a breach or default by Tenant of any of its obligations hereunder. If Tenant fails to surrender the Premises to Landlord on expiration of the Term, Tenant shall hold Landlord harmless from and promptly indemnify Landlord for all damages resulting from Tenant's failure to surrender the Premises. Landlord will indemnify Tenant, its agents, employees, officers and directors for and hold them harmless from and against and promptly reimburse them for any and all cost, loss or expense, including attorneys' fees arising from any liability or damages from any suits, fines, penalties, liabilities, actions, settlements, claims or demands in connection with or arising from this Lease or the use of the Facilities or the joint use or shared use Premises by Landlord, including but not limited to any liability arising out of a breach or default by Landlord of any of its obligations hereunder.

SECTION 7 GENERAL

7.1 Access by Landlord. Landlord, its agents and employees, shall have the right to enter any portion of the Premises at reasonable hours and upon reasonable notice to examine the condition thereof, to make any repairs or alterations and for any other purpose deemed reasonable by Landlord.

7.2 Maintenance. Landlord, at its own expense, except where such expense is caused by the gross negligence or willful acts or omissions of Tenant, its employees, agents, students or invitees, shall maintain in a safe, clean and good working order (i) the structure of the Premises, (ii) the means of providing utilities to the Premises, (iii) the interior of the Premises, and (iv) the fixtures in the Premises, and any glass that may be in place in the Facilities or the Premises during the Term, in a manner consistent with the activities of a first-class charter school. Landlord shall keep the Facilities clean, sanitary and free of insects, rodents and other pests, and shall dispose of Tenant's trash and rubbish. Tenant shall cooperate with Landlord in its maintenance endeavors, and shall prevent the unnecessary and inordinate wear and tear on the Premises by Tenant, its employees, agents, invitees and students. For purposes of this paragraph, Landlord's maintenance shall include cleaning and, in consultation with Tenant, repairing, replacement and repainting the Premises.

Landlord will not, without the prior written consent of Tenant, make any alterations, installations, changes, additions or improvements, structural or otherwise, in or to the Premises, the Facilities or any part thereof, other than for maintenance pursuant to the immediately preceding paragraph. Any such changes or alterations shall be at Landlord's sole expense. Tenant will not, without the prior written consent of Landlord (which shall not be unreasonably withheld), make any alterations, installations, changes, additions or improvements, structural or otherwise, in or to the Premises or any part thereof. Any such changes or alterations shall be at Tenant's sole expense.

7.3 Default by Tenant. Time and the punctual performance of all provisions of this Lease are of the essence. If default is made in the payment of any sum to be paid by Tenant under this Lease, and such monetary default continues for ten (10) days after written notice of such default is given to Tenant, or default is made in the performance of any of the other such covenants or conditions which Tenant is required to observe and to perform, and such non-monetary default continues for thirty (30) days after written notice to Tenant, given pursuant to Section 7.20 hereof; provided, that, if the nature of Tenant's obligation is such that more than thirty (30) days are required for performance, then the period during which Tenant must perform shall be extended for the period of time necessary to complete performance provided that Tenant has commenced performance, and thereafter diligently pursues such performance until completion, or if the interest of Tenant under this Lease is levied or placed under execution or other legal process, or if any petition shall be filed by or against Tenant to declare Tenant a bankrupt or to delay, reduce or modify the Tenant's debts or obligations, and if Tenant does not vigorously contest by appropriate proceedings and has vacated or removed within thirty (30) days (one hundred twenty [120] days in the event of any bankruptcy filing) after the date of creation, service or filing any such levy, execution, legal process or petition, or if Tenant shall be declared insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if a receiver or trustee is appointed for Tenant or its property, or if Tenant shall abandon or vacate the Premises during the Term, or if Tenant causes or permits any act (i) for which this Lease requires the prior written consent of Landlord, unless such consent is obtained, or (ii) prohibited by this Lease, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and thereupon, at its option may have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

(a) Landlord may terminate this Lease, by written notice to Tenant, and forthwith repossess the Premises, and shall be entitled to recover forthwith as damages a sum of money equal to the total of:

(i) the worth at the time of award of any unpaid rent (and any other sums due Landlord under the terms of this Lease) which had been earned at the time of termination;

(ii) the worth at the time of award of the amount by which (A) the unpaid rent (based on the then-existing Base Rental rate, as modified by applying the Adjusted

Rent), which would have been earned after termination until the time of award exceeds (B) the amount of such rental loss, if any, as Tenant affirmatively proves could have been reasonably avoided;

(iii) the worth at the time of award of the amount by which (A) the unpaid rent for the balance of the term after the time of award, as discounted to its Present Value at the time of termination, exceeds (B) the amount of such rental loss, if any, as Tenant affirmatively proves could be reasonably avoided; and

(iv) any other amount necessary to compensate Landlord for all loss, damage and other expense caused by Tenant's failure to perform Tenant's obligations hereunder or which, in the ordinary course of things, would be likely to result therefrom, including, without limitation, the reasonable costs and expenses incurred by Landlord (A) in retaking possession; (B) in cleaning and making repairs and alterations necessary to return the Premises to good condition and preparing the Premises for re-letting; (C) in removing, transporting, and storing any of Tenant's property left at the Premises, or exclusive use by Landlord although Landlord shall have no obligation to remove, transport, or store any of such property; and (D) in re-letting the Premises, including without limitation, brokerage commissions, advertising costs and attorneys' fees; or

(b) Landlord may take such action required to cure the breach and bill Tenant for any expenses incurred by Landlord in curing such breach, and Tenant shall be obligated to pay such bill immediately upon receiving it.

As used in this Section 7.3, the "worth at the time of award" is computed by allowing interest at the rate of 10% per annum or by such other formula as may be specified by applicable law.

7.4 Performance by Landlord. If Tenant fails to perform any of its obligations under this Lease, Landlord, at its option, may perform such obligation and the actual cost of such performance by Landlord shall be due and payable by Tenant to Landlord, as Additional Rent, and any late payment of such amounts shall cause to accrue such late payment fees as specified in Section 3.4 hereof.

7.5 Default by Landlord. Landlord shall not be in default under this Lease unless Landlord fails to perform obligations required of Landlord within a reasonable time after written notice by Tenant to Landlord of such pending default; provided that, if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then the period during which Landlord must perform shall be extended for the period of time necessary to complete performance provided that Landlord has commenced performance and thereafter diligently pursues such performance until completion.

7.6 Future Construction. A decision by Landlord during the Term, to improve, alter, or rebuild the Facilities shall work to suspend the provisions of this Lease if, but only if, (i) reasonable access to the Premises is blocked, or if said construction is being done on the

Premises such that it is not reasonably possible to operate the School on the Premises, and (ii) sufficient temporary space to house Tenant's operations cannot be located within the confines of the Facilities or comparable facilities located reasonably proximate to the Facilities, and provided by Landlord to Tenant during such construction period. The dimensions, character and situation of any such temporary location within the Facilities shall be subject to the approval of Landlord and Tenant.

Landlord reserves the right to undertake future construction that would, in whole or in part, permanently relocate the Premises within the Facilities. The location of the relocated premises, in event of such construction, shall be at Landlord's discretion, but shall consist of no less space than the original Premises. Landlord shall pay the reasonable costs of such relocation. Except as provided herein, all terms and provisions of this Lease shall be in full force and effect with respect to any temporary or relocated premises during the period Tenant occupies such space.

7.7 Damage by Fire or Casualty. In the event of damage or destruction of the Premises by fire or any other casualty, not the fault of Tenant, its students, employees, agents, or independent contractors, Landlord may elect either (i) to terminate this Lease by written notice to Tenant, or (ii) to repair or restore the Premises at its own cost and expense. Due allowance, however, shall be given for reasonable time required for adjustment and settlement of insurance claims, and for such other delays as may result from government restrictions and government controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of Landlord. It is agreed that in any of the aforesaid events, if this Lease shall continue in full force and effect, but if the condition is such as to make the Premises untenable, then the Base Rental which Tenant is obligated to pay hereunder shall abate as of the date of the occurrence until Landlord has either (i) repaired or restored the Premises, or (ii) provided, at its own cost and expense, comparable substitute facilities located reasonably proximate to the Facilities for the operation of the School. Any unpaid or prepaid Base Rental for the month in which said condition occurs shall be prorated.

If the Premises is partially damaged or destroyed, then, during the time that Tenant is deprived of the use of the damaged portion of the Premises, Tenant shall be required to pay Base Rental covering only (i) that part of the Premises that it is able to occupy, based on that portion of the total Base Rental which the amount of square foot area remaining that can be occupied bears to the total square foot area of the Premises, and/or (ii) if provided by Landlord at its own cost and expense, comparable substitute facilities for the operation of the School located reasonably proximate to the Facilities.

In the event the Premises is destroyed substantially or totally by fire or other casualty so as to be entirely untenable, and it shall require more than sixty (60) days for Landlord to commence restoration of same, then either Party, upon written notice to the other Party, may terminate this Lease, in which case the Base Rental shall be apportioned and paid to the date of said fire or other casualty. No compensation or claim or diminution of Base Rental or other amounts due hereunder will be allowed or paid by Landlord, by reason of inconvenience, annoyance, or injury to Tenant's business.

In the event of damage or destruction to the Premises by fire or any other casualty as a result of the willful or negligent act or omission of Tenant, its students, employees, agents, or independent contractors, Landlord shall have no obligation to repair the Premises, and Tenant shall promptly repair the same within sixty (60) days after the damage, subject to extensions for delays or reasons beyond Tenant's control. Base Rental and other amounts due hereunder shall continue to be payable (at the then-existing Base Rental rate), but the Base Rental shall be abated by the proportional extent of the damage during such period of repair. If Tenant fails to repair the Premises as provided in this paragraph, then such failure shall constitute a default under Section 7.3 and Landlord shall have all the rights and remedies therein provided.

7.8 Condemnation. If all or any part of the Premises is taken or damaged by eminent domain, Tenant shall have no claim against Landlord, and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such taking or condemnation. Tenant hereby assigns all of its right to damages therefore, if any, to Landlord.

In the event that the Premises is taken so substantially and permanently by the power of eminent domain as to make the uncondemned portion of the Premises unsuitable, in the reasonable opinion of either Party, for Tenant's continued use, then this Lease may be terminated by either Party as of the effective date of the taking by written notice to the other party.

7.9 Sale of Facilities by Landlord. In the event of any sale by Landlord of the Facilities or the Land, this Lease shall continue in effect provided the new owner assumes the obligations of Landlord arising thenceforth hereunder. Whether or not the obligations of Landlord under this Lease are assumed, Landlord shall be released from all further obligations to Tenant under this Lease automatically upon the sale or other transfer of all of Landlord's right, title or interest in this Lease to any other party.

7.10 Surrender of Premises. Except as provided herein, on the expiration or earlier termination of the Term, Tenant shall surrender to Landlord the Premises and all improvements and alterations in good condition, except for ordinary wear and tear, the Tenant shall remove all of its equipment and other personal property.

7.11 Tenant's Property; Disposition of Inventory. Tenant shall not install any fixtures in or make any alterations to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. All such fixtures or alterations shall become the property of Landlord upon expiration of the Term, unless the Parties agree otherwise in writing; provided, however, that Landlord may elect to waive in writing its right to any item or items of such property, and in that event Landlord may require Tenant to, and Tenant shall promptly remove such item or items, and Tenant shall promptly make all restorations to the Premises made necessary by such removal. If Tenant fails to promptly remove such property, Landlord may remove such property and Tenant shall be liable to Landlord for the costs of such removal, and for the costs of restoration of the Premises made necessary by such removal. Except to the extent prohibited by applicable law, (i) Landlord may elect to retain, remove or dispose of any of Tenant's alterations, equipment or other personal property that Tenant does not remove from the

Premises within thirty (30) days following the expiration of the Term, and (ii) Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of any such equipment or other personal property. Tenant shall be liable to Landlord for Landlord's costs for storing, removing and disposal of any of Tenant's equipment or other personal property and for Landlord's costs for any restoration of the Premises made necessary because of the removal of any of such property from the Premises.

7.12 Holding Over. If Tenant holds possession of the Premises after expiration of the Term, Tenant shall, at the option of Landlord to be exercised solely by Landlord's giving written notice to Tenant, become a Tenant from month-to-month upon the terms and conditions herein specified, so far as is applicable, and shall continue to occupy the Premises on such basis until thirty (30) days after Tenant shall have given Landlord, or Landlord shall have given Tenant, written notice of intention to terminate such monthly tenancy, or until Tenant vacates the Premises, whichever occurs first. Unless Landlord exercises the option provided herein, Tenant shall be a Tenant at sufferance only, whether or not Landlord accepts any rent from Tenant during the holdover period. In any event of Tenant's holding over beyond the end of the Term, the rental applicable during the holdover period shall be on the same terms as that due during the Term. All Base Rental and other amounts due hereunder becoming due and payable during the holding over period shall be paid according to the same terms and conditions herein which govern the payment of Base Rental and such other amounts due hereunder during the Term.

7.13 Recording. Neither this Lease nor any memorandum of it shall be recorded. After the expiration or prior termination of this Lease, Tenant, upon Landlord's request, shall deliver to Landlord a release drafted so as to extinguish any right, title and interest held by Tenant pursuant to this Lease.

7.14 Brokerage Fee. Each party represents that it has not had any dealings with any real estate broker, finder, or other person, with respect to this Lease. Each Party shall hold harmless the other Party from and shall promptly reimburse the other Party for all damages resulting from any claims that may be asserted against the other Party by any real estate broker, finder, or other person, with whom the indemnifying party has or purportedly has dealt regarding this Lease.

7.15 Waiver of Breach. Waiver by either Party of non-performance or breach of any condition or legal right or remedy under this Lease or under law, shall not constitute any further waiver of any other condition or legal right or remedy. No waiver of any condition or legal right or remedy shall be implied by the failure of either party to declare a default of this Lease when such Party has the right to do so. No waiver by either Party of any condition or legal right or remedy shall be valid unless it is in writing signed by the waiving party.

7.16 No Business Relationship. Landlord and Tenant are independent contracting parties and under no circumstances shall their relationship be held out as, or interpreted to be, or create an agency or joint venture relationship. Upon Landlord's written request, Tenant shall promptly provide Landlord with an official copy of a duly filed Assumed Name Certificate for the business to be conducted on the Premises. Neither Party shall acquire any right to use the

name of the other Party in its operations. Each Party agrees not to purchase goods, make contracts, or otherwise deal in the name of the other party. Upon Landlord's written request, Tenant at Tenant's expense shall post a sign prominently in the Premises which shall state that Tenant is a charter school independent of Landlord, and is not affiliated with Landlord, and Tenant shall include the same information on all forms utilized by Tenant for the operation of the School.

7.17 Estoppel Certificate. Tenant shall, within ten (10) days after Landlord's written request, deliver to Landlord an estoppel certificate certifying that this Lease is unmodified and in full force and effect, that there are no offsets, defenses or claims by Tenant against Landlord, and that any other representations that Landlord may request regarding the status of the Lease and Tenant's obligations thereunder are true.

7.18 Attorneys' Fees. In the event of any action or proceeding brought by either Party to this Lease against the other Party regarding the enforcement of any rights or obligations under this Lease, the prevailing Party shall be entitled to recover for the fees and expenses of its attorneys and court costs for such action or proceeding, including the costs of appeal, if any, in such amount as the court may adjudge reasonable.

7.19 Quiet Enjoyment. Upon payment by Tenant of all items of rent, and any and all other sums to be paid by Tenant to Landlord hereunder, and the observance and performance of all of the covenants, term and conditions to be observed and performed by Tenant, Tenant shall have the peaceful and quiet use of the Premises, and all rights, servitudes and privileges belonging, or in anywise appertaining thereto or granted hereby, for the Term, without hindrance or interruption by Landlord, or any other person or persons lawfully claiming by, through or under Landlord, subject nevertheless to the terms and conditions of this Lease, and to any mortgage, deed of trust or agreement to which this Lease and/or Landlord's interest in the Premises and the Facilities, is subordinate. Landlord warrants that it has full right and authority to enter into this Lease for the full term hereof.

7.20 Notices. All notices to be given to Tenant shall be given in writing by sending the same by certified United States mail, return receipt requested, postage prepaid and addressed to Tenant at the School's offices at the Premises (Attn: Superintendent), whether or not Tenant has departed from, abandoned or vacated the Premises, or at such other address as Tenant may from time to time designate in writing. All notices to be given to Landlord shall be given in writing by personal delivery (whether by hand, email, fax or otherwise) or by sending the same by certified United States mail, return receipt requested, postage prepaid and addressed to Landlord's offices at the Premises (Attn: Senior Pastor), or at such other address as Landlord may from time to time designate by notice in accordance with the provision hereof. All notices shall be deemed delivered upon receipt (or refusal to accept receipt if hand delivered) or forty-eight (48) hours after being deposited in the United States mail in accordance with the foregoing provisions.

7.21 Headings. The Section headings, subsection headings and Table of Contents of this Lease shall have no effect on the interpretation of this Lease.

7.22 Entire Agreement. This Lease contains the entire agreement between the Parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either Party. Each Party has relied on its own examination of this Lease, the counsel of its own advisors, and the warranties, representation and covenants of the Lease itself. This Lease may be executed in counterparts.

7.23 Applicable Law. This Lease shall be construed and enforced in accordance with the laws of the State of Texas. If any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid, or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law. Tenant and Landlord shall immediately enter into an amendment to this Lease which shall contain a legally valid substitute term or provision to be applicable to those persons or circumstances for which the original term or provision has been deemed invalid or unenforceable. The effect of such substitute term or provision, to the extent legally possible, shall be as closely identical as possible to that of the term or provision it replaces.

7.24 Binding Provisions. All restrictions, covenants and conditions hereof shall bind and inure to the benefit of the heirs, assigns, successors and representatives of Landlord and Tenant.

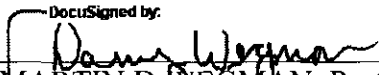
Each person executing this Lease on behalf of Landlord hereby certifies that he or she has the authority to execute this Lease on behalf of Landlord, and thereby bind(s) Landlord hereunder. Each person executing this Lease on behalf of Tenant hereby certifies that he or she has the authority to execute this Lease on behalf of Tenant, and thereby bind(s) Tenant hereunder.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

"LANDLORD"

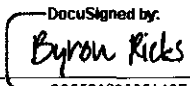
Pathway of Life Full Gospel Church
CHURCH

By: 
MARTIN D. WEGMAN, Pastor

Signer: Danny Wegman
(print)

"TENANT"

Legacy Preparatory School
SCHOOL

By: 
BYRON RICKS, President
and School Superintendent

APPROVED:

SCHOOL
BOARD OF REGENTS

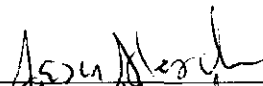
By: 
Name: Jan Morsch
Title: _____

EXHIBIT A-1

The Land

Being a _____-acre tract of land with a street address of 8510 Military Parkway in the City of Dallas, in Dallas County, Texas, further shown on the plat attached hereto as Exhibit A-2.

Initialed as Acknowledged and
Agreed to as of October 19, 2011:

Landlord: ^{DS}
mow

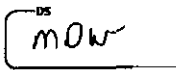
Tenant: _____

EXHIBIT B-1

Premises

[Attach a diagram or floor plan of leased Premises]

Initialed as Acknowledged and
Agreed to as of October 19, 2011:

Landlord: 

Tenant: _____

EXHIBIT B-2

SCHOOL Lease Schedule

[Attach list of rooms or areas for exclusive use by the School]

Initialed as Acknowledged and
Agreed to as of October 19, 2011:

Landlord: DS
mo

Tenant: _____

EXHIBIT C

Chart of Sliding Scale for Adjusted Rent for Average Daily Attendance

(1) Students Enrolled		(2) Students Present	(1) Students Enrolled		(2) Students Present
Six Weeks			Six Weeks		
Day 1	250	240	Day 17	250	240
Day 2	250	240	Day 18	250	240
Day 3	250	240	Day 19	250	240
Day 4	250	240	Day 20	250	240
Day 5	250	240	Day 21	250	240
Day 6	250	240	Day 22	250	240
Day 7	250	240	Day 23	250	240
Day 8	250	240	Day 24	250	240
Day 9	250	240	Day 25	250	240
Day 10	250	240	Day 26	250	240
Day 11	250	240	Day 27	250	240
Day 12	250	240	Day 28	250	240
Day 13	250	240	Day 29	250	240
Day 14	250	240	Day 30	250	240
Day 15	250	240	Day 31	250	240
Day 16	250	240	Day 32	250	240

Enrollment Calculation

(1) Total Days in Membership	8000		
(2) Days Taught	32	=	250 Average Enrollment Calculation

Attendance Percentage Calculation

(4) Total Days Present	7680		
(1) Total Days in Membership	8000	=	96% Percentage Attendance (rounded to one decimal)

Monthly Lease Calculation (at average of 250 students enrolled)

Average Enrollment for Six Weeks	250	X	(3) Percent Attendance	96.0%	X	\$50 per student	=	\$12,000 Monthly Lease Calculation
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Initialed as Acknowledged and
Agreed to as of October 19, 2011:

Landlord:

MS
MDW

Tenant:

MS
BR

EXHIBIT D

Lease Calculation Formula

$$\$5,850 \times \frac{\text{[Annual State Funds Per Student X Average Daily Attendance of Students]}}{\text{Annual School Revenue}} = \$$$



15% (Addendum A) is the percentage of funds dedicated to the facilities including rent, utilities, maintenance/repairs, and janitorial services/supplies predicated upon the previous years landlord's expenses



$$\frac{\$}{\text{Annual School Revenue}} \times .15 = \$$$

Annual School Revenue X .15 = Total Annual Facility Pool



$$\frac{\$}{\text{Total Annual Facility Pool}} / 10 = \$$$

Total Annual Facility Pool / 10 months = Total Monthly Facility Pool*



$$\$45 \times \text{Monthly Rent Per Student X \# of students} = \$$$

Monthly Rent Per Student X # of students = Monthly Rent Amount



$$\frac{\$}{\text{Total Monthly Facility Pool}} - \$ \text{Monthly Rent Amount} = \$$$

Total Monthly Facility Pool – Monthly Rent Amount = Monthly Utility/Maintenance Balance**

*total Monthly Facility Pool – Rent, Utilities, Maintenance/Repairs, and Janitorial Services/Supplies

** Monthly Utility/Maintenance Balance – Utilities, Maintenance/Repairs, and Janitorial Services/Supplies (RENT NOT INCLUDED)

DS
BR

DS
mow

Initialed as Acknowledged and Agreed to as of _____, YEAR: Landlord:

MDW Tenant: BR

UTILITIES/MAINTENANCE COMPUTATION FORMULAS

$$\frac{p(yT)(67\%)}{10} = \text{monthly maintenance payment}$$

$$\frac{p(zT)(67\%)}{10} = \text{monthly utilities payment}$$

p = percentage of s.f. leased

y = maintenance verified billing

z = utilities verified billing

67% = school (M-F) use and church (S-S) use SOP CPA ratio

yT + zT = Total (August – May previous year) verified charges

APPROVED DURING CONTINGENCY PROCESS

This page through
EXHIBIT D

SCHOOL LEASE

BETWEEN

**New Life Christian Fellowship of Dallas, Inc.
CHURCH**

AS LANDLORD

AND

**LEGACY21, INC.
SCHOOL**

AS TENANT

July 1, 2012

SCHOOL LEASE

THIS SCHOOL LEASE (this "Lease") is made and entered into effective as of July 1, 2012 by and between New Life Christian Fellowship of Dallas, Inc. (hereafter **CHURCH**), a Texas non-profit corporation (the "Landlord"), and Legacy 21 (hereafter **SCHOOL**) of Dallas, a Texas non-profit corporation d/b/a Legacy Preparatory School (the "Tenant").

RECITALS:

A. Landlord is the owner of certain real property (as described on Exhibit A-1 attached hereto, hereinafter the "Land"), together with, all and singular, all improvements thereon and all rights and appurtenances pertaining thereto, including any right, title and interest of Landlord in and to adjacent streets, alleys and rights-of-way. The Land includes two buildings, grounds and related facilities described herein or from time to time shown, listed or described on Exhibits B-1 and B-2 attached hereto (collectively, the "Facilities"), located 1515 Blake Drive, Richardson, Texas 75081, Dallas County. AS BR

B. SCHOOL is an open-enrollment charter school with kindergarten, elementary, middle school and high school programs (the "School"), and desires to lease certain premises on the Land and in the Facilities for the education of such total number of students as may be (i) approved by the Texas Education Agency for occupancy at the Facilities, and (ii) permitted by Landlord from time to time, in the exercise of its reasonable discretion, to occupy the Premises for use by the School.

C. Landlord desires to lease such Premises to Tenant, Tenant desires to lease such Premises from Landlord, and the parties have agreed to such lease, at the rental rate and otherwise on the terms and conditions hereinafter set forth.

IN CONSIDERATION of the Recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree as follows:

SECTION 1 DESCRIPTION AND LEASE OF THE PREMISES

1.1 Leased Premises. Subject to the terms of Exhibits B-1 and B-2 attached hereto, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord use of those premises at the Facilities (the "Premises") described as follows:

(a) exclusive use of each of the rooms or areas (if any) listed or designated for use as School offices or storage, or otherwise designated for exclusive use by Tenant on Exhibit B-2 hereto ("SCHOOL Lease Schedule"), or otherwise designated on the SCHOOL Lease Schedule hereto for exclusive use by the School for its administrative offices and storage of equipment, books, supplies, and other School materials, or such other suitable alternative

office or storage rooms as may be hereafter so designated by Landlord as a result of changes in its needs or changes in the needs of the School, of which Landlord is notified in advance by Tenant;

(b) exclusive use during normal School business hours, Monday through Friday (and parent-teacher meetings, regular or special events and other after-hours use in the customary operation of the School, of which Landlord is notified in advance by Tenant), of each of the classrooms or other areas within the building listed or designated on the SCHOOL Lease Schedule for Tenant's non-exclusive use (hereinafter sometimes referred to as "dual use," "joint use," or "shared use"); and

(c) non-exclusive use during normal School business hours, Monday through Friday (and evenings, other than Sunday or Wednesday, for parent-teacher meetings, scheduled regular or special events, and other after-hours use customary in the operation of the School, and of which Landlord is notified in advance by Tenant), and otherwise on an as-needed or as-available basis, as determined in the reasonable discretion of Landlord, of the auditorium, kitchen, hallways;

Provided, however, in each case, that the official copy of the then-current SCHOOL Lease Schedule, and the actual physical limitations and nature of use as exclusive or non-exclusive of the Premises, shall be conclusively determined, in the absence of manifest error, by Landlord in good faith from the records of Landlord, including the SCHOOL Lease Schedule in the form attached to Landlord's copy of this Lease.

1.2 Joint Use. Landlord shall retain the non-exclusive use (and exclusive use on Sunday and, absent Landlord's prior consent to the contrary, on Wednesday night), of all Common Areas, classrooms, auditorium and other non-exclusive use portions of the Premises and the Land for Landlord's normal weekly church services, and other activities conducted or sponsored by Landlord, including regularly scheduled and special services, meetings, banquets and other regular or special events, and community events. Subject to the terms of Section 1.1 above, Landlord shall coordinate and cooperate in good faith with Tenant in order to provide Tenant with access to non-exclusive use areas of the Premises at all reasonable times that such space is not in use or previously scheduled for use by Landlord.

1.3 Access. Tenant shall be provided with a set of keys and/or keypad codes from time to time sufficient to provide access to the Facilities for the use of the Premises by Tenant. Tenant shall not make copies of any of such keys, or disclose such keypad codes, except on a "need to know" basis to identified individuals of whom Landlord is notified in advance, without the prior consent of Landlord's designated pastor, facilities director or property manager.

1.4 Common Areas. In conjunction with this Lease, Tenant and its employees, agents, students and invitees shall have a non-exclusive license to use the lobby, corridors, restrooms, grounds, sidewalks, parking areas and driveways of the Facilities, and any other building area or real property from time to time designated by Landlord for purposes of pedestrian ingress to and egress from the Premises, for vehicle parking incidental thereto, and for

making such deliveries as are necessary and reasonable (provided that such deliveries are made at reasonable times and in a reasonable manner, and as otherwise required by Landlord), together with any other public-access areas or common areas so designated on the SCHOOL Lease Schedule attached hereto or otherwise approved in writing by Landlord (collectively, the “Common Areas”), in each case subject to such reasonable limitations on such use as may be imposed by Landlord from time to time.

SECTION 2 TERM OF THE LEASE

2.1 Term. The term of this Lease (the “Term”) shall commence on July 1, 2012 and shall continue for a period of twelve (12) months, ending on June 30, 2013.

SECTION 3 RENT

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3.1 Rent. Tenant shall pay the following amounts as rent hereunder:

(a) Rental. Tenant shall pay to Landlord, without demand, monthly rent under this Lease, computed and payable as hereinafter set forth.

(1) Rental shall be payable on the last day of ten calendar months from September through May to Landlord’s address at the Premises, or at such other place designed by written notice or invoice from Landlord to Tenant.

(2) Base Rental. Tenant shall pay to Landlord the August rent September 30th, September rent October 31st, October rent November 30th, and November rent December 31st at a base rental of 1st day enrollment times 96% times \$45.00. A reconciled adjustment to true Average Daily Attendance (“ADA”) will be made for the first semester when December rent is paid January 31st. The true ADA for the 1st semester will be multiplied by \$45.00 to set the 2nd semester base rental paid February 28th, March 31st, April 30st, May 31st, and the reconciled adjustment to the true ADA will be made for the 2nd semester by the true ADA times \$45.00 rent paid June 30th.

(3) Adjusted Rental. Tenant is funded by the Texas Education Agency based on its calculations of ADA, which ADA is further adjusted through additional attendance funding formulas considering a TEA concept known as “membership.” Tenant’s projected ADA at the School for the Term as calculated by TEA considering “membership” is 96% of enrolled students. Therefore, Adjusted Rental due to Landlord for each of the ten months of the Term shall be the product of \$45 times Tenant’s ADA at the leasehold premises for the month of the Term preceding the month in which Adjusted Rental is due (“Rent Calculation Period”) based on the Texas Public Education Integrity Monitoring System (“PEIMS”), a statewide reporting system that enables school districts and charter schools to provide information on organization, finances, staff, student achievement and student attendance. PEIMS reports to the Texas Education Agency (“TEA”) determine the amount of state revenues received by the charter

schools and school districts. The ADA of students in the Rental Period is calculated using the following formulas:

Average Enrollment Calculation

$$\frac{\text{Total Days in Membership}}{\text{Days Taught}} = \text{Average Enrollment Calculation}$$

Attendance Percentage Calculation

$$\frac{\text{Total Days Present}}{\text{Total Days in Membership}} = \text{Percent Attendance Calculation}$$

Monthly Lease Calculation

$$\begin{aligned} &\text{Average Enrollment Calculation} \\ &\times \text{Percent Attendance Calculation} \\ &\times \$45 \text{ per student} \end{aligned} = \text{Monthly Lease Calculation}$$

A sample calculation is attached to this Lease and made part for all purposes hereof as Exhibit C.

(b) End-of-the-Year Reconciliation. An End-of-the-Year Reconciliation shall be performed promptly after final PEIMS school year attendance reports are available using PEIMS reporting data available at such time. A Party receiving the adjustment shall be paid by the other Party within thirty (30) days of the determination. .

(c) Utilities and Maintenance Overhead. In addition to all rent payable by Tenant, and in partial satisfaction of Tenant's obligation to maintain the Premises, Tenant shall pay, without demand, on the first day of each calendar month from October 1st through July 1st, (i) 30% of monthly utility/maintenance balance (Addendum D) in full payment for all utilities consumed by Tenant during the Lease term, (ii) 40% of monthly utility/maintenance balance (Addendum D) for maintenance and janitorial services to be provided by Landlord during the Lease term, and (iii) 30% of monthly utility/maintenance balance (Addendum D) for repairs, replacement, and repaint of leased area, which fixed sums the Parties agree represent the Parties' assessment of Tenant's Share (as hereinafter defined) of the cost of utilities and other overhead costs and expenses listed in clauses (A), (B) (C) and (D) below incurred for the initial Lease year (as further defined below, "Overhead").

3.3 Records. Tenant shall retain and keep in a safe place and intact, until twelve (12) months after termination of this Lease, all of Tenant's records, books and accounts pertaining to the Premises and other data necessary to confirm by audit the financial condition of the School. Landlord, or any duly authorized representative of Landlord, shall have access to and the right to examine and audit any pertinent books, documents, papers and records of Tenant relating to this Lease by mutual arrangement. Tenant shall provide a copy of its annual financial statements

(and any accompanying audit report or letter to management) to Landlord promptly following the compilation thereof, and in any event within one hundred fifty (150) days following the end of each fiscal year. Tenant shall provide a copy of interim financial statements to Landlord within forty-five (45) days following the end of each fiscal year quarter, which are the calendar months of November, February, May, and August.

SECTION 4 TENANT'S DUTIES

4.1 Use.

(a) Tenant shall use the Premises only for the operation of the School, and meetings and activities directly related thereto. No fund-raising projects or other non-educational or non-athletic, extra-curricular activities involving persons other than Tenant's students, students' relatives, and Tenant's employees and other representatives shall be conducted at the Facilities without the prior consent of Landlord.

(b) In the operation of the School on the Premises, Tenant always shall comply with the applicable provisions of the Texas Education Code, and all applicable rules and regulations of all governmental agencies. Landlord, at its sole cost, shall obtain and maintain all licenses and permits required by any public authority for the contemplated use of the Premises. Tenant shall forward to Landlord copies of any notices received from any governmental authorities relating to compliance with any such laws or rules within five (5) days after receiving them.

(c) During the Term, Tenant shall pay, prior to delinquency, all taxes, if any, assessed against furnishings, equipment, fixtures and other personalty owned by Tenant and contained in the Premises. Tenant shall exert its best efforts to cause said furnishings, equipment and other personalty to be assessed and billed separately from the real and personal property of Landlord. In the event any such furnishings, equipment or personalty are assessed and taxed to Landlord, Tenant shall pay to Landlord such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of taxes applicable to Tenant's interest.

(d) Except to the extent required by applicable law (in accordance with the written opinion of Tenant's legal counsel delivered to Landlord), Tenant shall not use or permit the use of the Premises for any purpose or do or permit any act or thing to be done thereon or adjacent thereto not permitted by this Lease, including but not limited to any activities that Landlord deems to be contrary to Landlord's purposes, or any unlawful or disreputable activity which might tend to injure the reputation of Landlord. Tenant shall not commit, or allow the committing of any waste upon the Premises, and Tenant shall not permit the existence of any nuisance which, in the reasonable judgment of Landlord, may disturb activities at the Facilities.

(e) Tenant shall not engage in unreasonably hazardous activity in the Premises, the Facilities, or the Common Areas, and Tenant shall abide by the recommendations

of Landlord and the insurance carriers of Landlord and Tenant insuring the Premises and the Facilities regarding safety precautions and hazardous activities. Tenant shall not engage in any activity or permit any condition that would cause an increase in the cost to Landlord of Landlord's insurance for the Facilities or the Premises, or that would result in cancellation of Landlord's insurance.

(f) Except as otherwise required by applicable law, Tenant shall not put up any signs in the Facilities nor do anything that would change the color, architectural treatment or appearance of the Premises or the Facilities without the prior written permission of Landlord, which shall not be unreasonably withheld, delayed or conditioned. Tenant shall not unreasonably obstruct the drives, parking lots or other Common Areas of the Facilities.

(g) Tenant's employees, students and invitees may park in the Facilities' parking areas in the spaces designated by Landlord during the hours that those individuals are working at the Premises. Except in the event of an emergency, Landlord at all times shall have control of the Common Areas, and may use and control the Common Areas as it deems appropriate; provided, however, that Landlord shall not unreasonably prohibit or interfere with access to the Premises and Tenant parking areas by Tenant and its employees, agents, students and invitees at all times during normal School business hours Monday through Friday, except as otherwise provided herein.

4.2 Signage. Subject to the provisions of Section 4.1(f), Tenant shall submit to Landlord plans and specifications for, and shall construct in accordance with the plans and specifications approved by Landlord, such permanent exterior signage as Tenant may deem necessary for purposes of identification of the School and notification of students, parents and employees of the School as to matters related thereto. Furthermore, permanent classroom and administrative office identification signs, achievement signs, and signs providing directions shall be subject to Landlord's reasonable review and consent. Any posters, banners and/or decorations, whether in classroom areas, joint use areas or common areas shall be affixed to walls of the Facilities temporarily, and shall be removed at the termination of this Lease.

4.3 Subordination and Attornment. This Lease is subject and subordinate to any mortgage, deed of trust or other lien currently existing or hereafter placed upon the Facilities, and to any renewals and extensions thereof. This Section shall be self-operative and no further instrument of subordination shall be required of any mortgagee or trustee. In confirmation of such subordination, Tenant agrees, upon demand, to execute such further certificates that Landlord may request. In the event that Tenant shall fail to execute any such instrument promptly as requested (providing Tenant not event less than ten (10) business days), Tenant hereby irrevocably constitutes Landlord as attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being stipulated by Landlord and Tenant that such agency is coupled with an interest. Notwithstanding the foregoing, the party secured by any such mortgage or deed of trust shall have the right to recognize this Lease and, in the event of any foreclosure sale under such mortgage or deed of trust, this Lease shall continue in full force and effect at the option of the Party secured by such mortgage or deed of trust, or the purchaser under any such foreclosure sale; and Tenant covenants and agrees that it will, at the written request of the Party

secured by any such mortgage or deed of trust, execute, acknowledge and deliver any instrument that has the purpose and effect of subordinating this Lease to said mortgage or deed of trust.

4.4 No Assignment or Subletting. Tenant shall not sell, assign, mortgage, pledge or hypothecate its rights under this Lease, whether voluntarily or by operation of law, nor sublet the Premises or any part thereof without the prior express written permission of Landlord, and any attempt to do any of the foregoing without the prior express written permission of Landlord shall be void and of no effect.

4.5 No Liens by Tenant. Tenant at all times shall keep the Premises, the Facilities, and Tenant's fixtures, free of all liens, recorded or otherwise, created or permitted by the actions or omissions of Tenant.

4.6 Compliance With Environmental Laws. **Tenant agrees to comply with all environmental laws and regulations of any governmental entity applicable to the Premises or the Facilities as a result of the conduct of the activities of the School thereon, including but not limited to the Asbestos Hazard Emergency Response Act of 1986, and all regulations of the Environmental Protection Agency promulgated thereunder; any other federal, state or local environmental, hazardous substance or toxic substance reporting laws or regulations; and any other laws or regulations placing obligations upon either Landlord or Tenant in connection with the operation of the School on the Premises.** Without limiting the generality of the foregoing, Tenant agrees, at its sole cost and expense, (i) to conduct all inspections of the Premises or the Facilities required under any such laws or regulations with respect to the use of the Premises for the operation of the School, (ii) to comply with (A) all continuing inspection, operations and maintenance, personnel training, periodic surveillance and reporting obligations under any such laws or regulations, and (B) all obligations under any such laws or regulations with respect to the preparation of appropriate operations, maintenance and repair programs and management plans, the clean up and abatement of any conditions discovered, and the retention of appropriate records with respect to the use of the Premises for the operation of the School.

SECTION 5 LANDLORD'S DUTIES

5.1 Utilities Provided by Landlord. Landlord shall provide to the Premises air-conditioning, heating and electricity, natural gas, water, sewer and trash removal services, at its own expense, except as otherwise provided in Section 3 hereof. Tenant shall adhere to measures announced by Landlord from time to time designed to conserve energy including, but not limited to, the following:

- (a) Thermostats or other temperature control devices shall not be set so as to raise temperatures registered at the thermostat above 68 degrees Fahrenheit for heating, or below 76 degrees Fahrenheit for cooling.
- (b) Any incandescent bulbs used shall be of a capacity not greater than 100 watts.

- (c) Other than displays previously approved by Landlord, incandescent lighting shall not be used solely for display purposes without Landlord's prior written consent, which consent shall not be unreasonably withheld.
- (d) Electrical equipment and appliances, other than customary office equipment, shall not be installed or used upon the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld.
- (e) To the extent practicable, Tenant shall turn off all lights, appliances and equipment when not in use, and when the Premises are unoccupied.

Landlord shall take all reasonable steps to assure that the agreed upon services to be provided by Landlord as described above shall be available to Tenant at all times. Failure by Landlord to any extent to furnish these defined services, or any cessation thereof, resulting from causes beyond the control of Landlord, shall not render Landlord liable, in any respect, for damages to any person or property, nor shall such event be construed as an eviction of Tenant, nor work an abatement of rent, nor relieve Tenant from fulfillment of any covenant or agreement hereunder so long as Landlord acts in good faith to restore said service as promptly as reasonably possible.

5.2 Telephones and Technology. Landlord agrees to provide access to facilities to permit installation of such necessary equipment.

5.3 Maintenance of Facilities. Landlord acknowledges and agrees that any required maintenance, repairs or modifications required by the Premises or the Facilities during the Term resulting from a change in the laws of any federal, state or local governmental body having jurisdiction over the Facilities and School shall be undertaken promptly by Landlord at Landlord's sole cost and expense.

SECTION 6 INSURANCE AND INDEMNITY

6.1 Tenant's Insurance. Tenant shall carry at its own cost throughout the Term, with an insurance carrier satisfactory to Landlord, (i) combined comprehensive public liability insurance with single-limit coverage for personal and bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) or, upon Landlord's request, such larger amount as is then customary for a charter school of a size and location(s) comparable to the School and occupying facilities comparable to the Premises, insuring both Landlord and Tenant against claims in connection with injury and death sustained by persons, or for damage to property, while on the Premises, (ii) fire and extended coverage insurance on the equipment, fixtures and other improvements of the Premises owned by Tenant in an amount not less than the full insurable replacement value thereof, exclusive of foundations and structural members of the Premises, and with the awards for any loss insured thereby payable to Landlord and Tenant and any trust deed holder with a lien against the Premises, as their interests may appear, and (iii) employer's liability and workers' compensation insurance prescribed by applicable law.

Any proceeds from such fire and extended coverage insurance shall be used to repair and restore the Premises, in the manner to be determined and administered solely by Landlord, subject to Section 7.7 (entitled "Damage By Fire or Casualty") hereof. Both the public liability and the fire and extended insurance coverage shall provide that Landlord receive at least thirty (30) days' written notice prior to change or cancellation of the coverage. Simultaneously herewith, annually hereafter, and each time a change is made in any insurance or insurance carrier, Tenant will furnish to Landlord a memorandum or certificate of insurance as to the term and coverage of the insurance in force, the persons insured and the fact that the coverage may not be canceled, altered or permitted to lapse or expire without thirty (30) days' advance written notice to Landlord. Landlord and Tenant each waive any and all rights to recover against the other party, or against any of officers, directors, employees or agents of such other party, for any loss or damage to such waiving party arising from any cause covered by any property insurance carried by such party to the extent of the limits of such policy. Landlord and Tenant, from time to time, shall cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Premises or the Facilities.

6.2 Landlord's Insurance. Landlord shall carry at its own cost throughout the Term, with an insurance carrier satisfactory to Tenant, (i) combined comprehensive public liability insurance with single-limit coverage for personal and bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) or, upon Tenant's request, such larger amount as is then customary for a church of a size and location(s) comparable to the Landlord's church and occupying facilities comparable to the Facilities, insuring both Landlord and Tenant against claims in connection with injury and death sustained by persons, or for damage to property, while on the Land, (ii) fire and extended coverage insurance on the equipment, fixtures and other improvements of the Premises owned by Landlord in an amount not less than the full insurable replacement value thereof, exclusive of foundations and structural members of the Facilities, and with the awards for any loss insured thereby payable to Landlord and any trust deed holder with a lien against the Land, as their interests may appear, and (iii) employer's liability and workers' compensation insurance prescribed by applicable law. Any proceeds from such fire and extended coverage insurance shall be used to repair and restore the Facilities, in the manner to be determined and administered solely by Landlord, subject to Section 7.7 (entitled "Damage By Fire or Casualty") hereof. Both the public liability and the fire and extended insurance coverage shall provide that Tenant receive at least thirty (30) days' written notice prior to change or cancellation of the coverage. Simultaneously herewith, annually hereafter and each time a change is made in any insurance or insurance carrier, Landlord will furnish to Tenant a memorandum or certificate of insurance as to the term and coverage of the insurance in force, the persons insured and the fact that the coverage may not be canceled, altered or permitted to lapse or expire without thirty (30) days' advance written notice to Tenant. Landlord and Tenant each waive any and all rights to recover against the other party, or against any of officers, directors, employees or agents of such other party, for any loss or damage to such waiving party arising from any cause covered by any property insurance carried by such party to the extent of the limits of such policy. Landlord and Tenant, from time to time, shall cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Premises or the Facilities.

6.3 Mutual Indemnification. No officer, director, employee or agent of Landlord shall have any personal liability whatsoever with respect to any provision of this Lease, or any obligation or liability arising from this Lease or in connection with this Lease in the event of a breach or default by Landlord of any of its obligations hereunder. No officer, director, employee or agent of Tenant shall have any personal liability whatsoever with respect to any provision of this Lease, or any obligation or liability arising from this Lease or in connection with this Lease in the event of a breach or default by Tenant of any of its obligations hereunder. To the extent prohibited by applicable law, Tenant will indemnify Landlord, its agents, employees, officers and directors for and hold them harmless from and against and promptly reimburse them for any and all cost, loss or expense, including attorneys' fees arising from any liability or damages from any suits, fines, penalties, liabilities, actions, settlements, claims or demands in connection with or arising from this Lease or the use of the Premises by Tenant, including but not limited to any liability arising out of a breach or default by Tenant of any of its obligations hereunder. If Tenant fails to surrender the Premises to Landlord on expiration of the Term, Tenant shall hold Landlord harmless from and promptly indemnify Landlord for all damages resulting from Tenant's failure to surrender the Premises. Landlord will indemnify Tenant, its agents, employees, officers and directors for and hold them harmless from and against and promptly reimburse them for any and all cost, loss or expense, including attorneys' fees arising from any liability or damages from any suits, fines, penalties, liabilities, actions, settlements, claims or demands in connection with or arising from this Lease or the use of the Facilities or the joint use or shared use Premises by Landlord, including but not limited to any liability arising out of a breach or default by Landlord of any of its obligations hereunder.

SECTION 7 GENERAL

7.1 Access by Landlord. Landlord, its agents and employees, shall have the right to enter any portion of the Premises at reasonable hours and upon reasonable notice to examine the condition thereof, to make any repairs or alterations and for any other purpose deemed reasonable by Landlord.

7.2 Maintenance. Landlord, at its own expense, except where such expense is caused by the gross negligence or willful acts or omissions of Tenant, its employees, agents, students or invitees, shall maintain in a safe, clean and good working order (i) the structure of the Premises, (ii) the means of providing utilities to the Premises, (iii) the interior of the Premises, and (iv) the fixtures in the Premises, and any glass that may be in place in the Facilities or the Premises during the Term, in a manner consistent with the activities of a first-class charter school. Landlord shall keep the Facilities clean, sanitary and free of insects, rodents and other pests, and shall dispose of Tenant's trash and rubbish. Tenant shall cooperate with Landlord in its maintenance endeavors, and shall prevent the unnecessary and inordinate wear and tear on the Premises by Tenant, its employees, agents, invitees and students. For purposes of this paragraph, Landlord's maintenance shall include cleaning and, in consultation with Tenant, repairing, replacement and repainting the Premises.

Landlord will not, without the prior written consent of Tenant, make any alterations, installations, changes, additions or improvements, structural or otherwise, in or to the Premises, the Facilities or any part thereof, other than for maintenance pursuant to the immediately preceding paragraph. Any such changes or alterations shall be at Landlord's sole expense. Tenant will not, without the prior written consent of Landlord (which shall not be unreasonably withheld), make any alterations, installations, changes, additions or improvements, structural or otherwise, in or to the Premises or any part thereof. Any such changes or alterations shall be at Tenant's sole expense.

7.3 Default by Tenant. Time and the punctual performance of all provisions of this Lease are of the essence. If default is made in the payment of any sum to be paid by Tenant under this Lease, and such monetary default continues for ten (10) days after written notice of such default is given to Tenant, or default is made in the performance of any of the other such covenants or conditions which Tenant is required to observe and to perform, and such non-monetary default continues for thirty (30) days after written notice to Tenant, given pursuant to Section 7.20 hereof; provided, that, if the nature of Tenant's obligation is such that more than thirty (30) days are required for performance, then the period during which Tenant must perform shall be extended for the period of time necessary to complete performance provided that Tenant has commenced performance, and thereafter diligently pursues such performance until completion, or if the interest of Tenant under this Lease is levied or placed under execution or other legal process, or if any petition shall be filed by or against Tenant to declare Tenant a bankrupt or to delay, reduce or modify the Tenant's debts or obligations, and if Tenant does not vigorously contest by appropriate proceedings and has vacated or removed within thirty (30) days (one hundred twenty [120] days in the event of any bankruptcy filing) after the date of creation, service or filing any such levy, execution, legal process or petition, or if Tenant shall be declared insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if a receiver or trustee is appointed for Tenant or its property, or if Tenant shall abandon or vacate the Premises during the Term, or if Tenant causes or permits any act (i) for which this Lease requires the prior written consent of Landlord, unless such consent is obtained, or (ii) prohibited by this Lease, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and thereupon, at its option may have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

(a) Landlord may terminate this Lease, by written notice to Tenant, and forthwith repossess the Premises, and shall be entitled to recover forthwith as damages a sum of money equal to the total of:

(i) the worth at the time of award of any unpaid rent (and any other sums due Landlord under the terms of this Lease) which had been earned at the time of termination;

(ii) the worth at the time of award of the amount by which (A) the unpaid rent (based on the then-existing Base Rental rate, as modified by applying the Adjusted

Rent), which would have been earned after termination until the time of award exceeds (B) the amount of such rental loss, if any, as Tenant affirmatively proves could have been reasonably avoided;

(iii) the worth at the time of award of the amount by which (A) the unpaid rent for the balance of the term after the time of award, as discounted to its Present Value at the time of termination, exceeds (B) the amount of such rental loss, if any, as Tenant affirmatively proves could be reasonably avoided; and

(iv) any other amount necessary to compensate Landlord for all loss, damage and other expense caused by Tenant's failure to perform Tenant's obligations hereunder or which, in the ordinary course of things, would be likely to result therefrom, including, without limitation, the reasonable costs and expenses incurred by Landlord (A) in retaking possession; (B) in cleaning and making repairs and alterations necessary to return the Premises to good condition and preparing the Premises for re-letting; (C) in removing, transporting, and storing any of Tenant's property left at the Premises, or exclusive use by Landlord although Landlord shall have no obligation to remove, transport, or store any of such property; and (D) in re-letting the Premises, including without limitation, brokerage commissions, advertising costs and attorneys' fees; or

(b) Landlord may take such action required to cure the breach and bill Tenant for any expenses incurred by Landlord in curing such breach, and Tenant shall be obligated to pay such bill immediately upon receiving it.

As used in this Section 7.3, the "worth at the time of award" is computed by allowing interest at the rate of 10% per annum or by such other formula as may be specified by applicable law.

7.4 Performance by Landlord. If Tenant fails to perform any of its obligations under this Lease, Landlord, at its option, may perform such obligation and the actual cost of such performance by Landlord shall be due and payable by Tenant to Landlord, as Additional Rent, and any late payment of such amounts shall cause to accrue such late payment fees as specified in Section 3.4 hereof.

7.5 Default by Landlord. Landlord shall not be in default under this Lease unless Landlord fails to perform obligations required of Landlord within a reasonable time after written notice by Tenant to Landlord of such pending default; provided that, if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then the period during which Landlord must perform shall be extended for the period of time necessary to complete performance provided that Landlord has commenced performance and thereafter diligently pursues such performance until completion.

7.6 Future Construction. A decision by Landlord during the Term, to improve, alter, or rebuild the Facilities shall work to suspend the provisions of this Lease if, but only if, (i) reasonable access to the Premises is blocked, or if said construction is being done on the

Premises such that it is not reasonably possible to operate the School on the Premises, and (ii) sufficient temporary space to house Tenant's operations cannot be located within the confines of the Facilities or comparable facilities located reasonably proximate to the Facilities, and provided by Landlord to Tenant during such construction period. The dimensions, character and situation of any such temporary location within the Facilities shall be subject to the approval of Landlord and Tenant.

Landlord reserves the right to undertake future construction that would, in whole or in part, permanently relocate the Premises within the Facilities. The location of the relocated premises, in event of such construction, shall be at Landlord's discretion, but shall consist of no less space than the original Premises. Landlord shall pay the reasonable costs of such relocation. Except as provided herein, all terms and provisions of this Lease shall be in full force and effect with respect to any temporary or relocated premises during the period Tenant occupies such space.

7.7 Damage by Fire or Casualty. In the event of damage or destruction of the Premises by fire or any other casualty, not the fault of Tenant, its students, employees, agents, or independent contractors, Landlord may elect either (i) to terminate this Lease by written notice to Tenant, or (ii) to repair or restore the Premises at its own cost and expense. Due allowance, however, shall be given for reasonable time required for adjustment and settlement of insurance claims, and for such other delays as may result from government restrictions and government controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of Landlord. It is agreed that in any of the aforesaid events, if this Lease shall continue in full force and effect, but if the condition is such as to make the Premises untenable, then the Base Rental which Tenant is obligated to pay hereunder shall abate as of the date of the occurrence until Landlord has either (i) repaired or restored the Premises, or (ii) provided, at its own cost and expense, comparable substitute facilities located reasonably proximate to the Facilities for the operation of the School. Any unpaid or prepaid Base Rental for the month in which said condition occurs shall be prorated.

If the Premises is partially damaged or destroyed, then, during the time that Tenant is deprived of the use of the damaged portion of the Premises, Tenant shall be required to pay Base Rental covering only (i) that part of the Premises that it is able to occupy, based on that portion of the total Base Rental which the amount of square foot area remaining that can be occupied bears to the total square foot area of the Premises, and/or (ii) if provided by Landlord at its own cost and expense, comparable substitute facilities for the operation of the School located reasonably proximate to the Facilities.

In the event the Premises is destroyed substantially or totally by fire or other casualty so as to be entirely untenable, and it shall require more than sixty (60) days for Landlord to commence restoration of same, then either Party, upon written notice to the other Party, may terminate this Lease, in which case the Base Rental shall be apportioned and paid to the date of said fire or other casualty. No compensation or claim or diminution of Base Rental or other amounts due hereunder will be allowed or paid by Landlord, by reason of inconvenience, annoyance, or injury to Tenant's business.

In the event of damage or destruction to the Premises by fire or any other casualty as a result of the willful or negligent act or omission of Tenant, its students, employees, agents, or independent contractors, Landlord shall have no obligation to repair the Premises, and Tenant shall promptly repair the same within sixty (60) days after the damage, subject to extensions for delays or reasons beyond Tenant's control. Base Rental and other amounts due hereunder shall continue to be payable (at the then-existing Base Rental rate), but the Base Rental shall be abated by the proportional extent of the damage during such period of repair. If Tenant fails to repair the Premises as provided in this paragraph, then such failure shall constitute a default under Section 7.3 and Landlord shall have all the rights and remedies therein provided.

7.8 Condemnation. If all or any part of the Premises is taken or damaged by eminent domain, Tenant shall have no claim against Landlord, and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such taking or condemnation. Tenant hereby assigns all of its right to damages therefore, if any, to Landlord.

In the event that the Premises is taken so substantially and permanently by the power of eminent domain as to make the uncondemned portion of the Premises unsuitable, in the reasonable opinion of either Party, for Tenant's continued use, then this Lease may be terminated by either Party as of the effective date of the taking by written notice to the other party.

7.9 Sale of Facilities by Landlord. In the event of any sale by Landlord of the Facilities or the Land, this Lease shall continue in effect provided the new owner assumes the obligations of Landlord arising thenceforth hereunder. Whether or not the obligations of Landlord under this Lease are assumed, Landlord shall be released from all further obligations to Tenant under this Lease automatically upon the sale or other transfer of all of Landlord's right, title or interest in this Lease to any other party.

7.10 Surrender of Premises. Except as provided herein, on the expiration or earlier termination of the Term, Tenant shall surrender to Landlord the Premises and all improvements and alterations in good condition, except for ordinary wear and tear, the Tenant shall remove all of its equipment and other personal property.

7.11 Tenant's Property; Disposition of Inventory. Tenant shall not install any fixtures in or make any alterations to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. All such fixtures or alterations shall become the property of Landlord upon expiration of the Term, unless the Parties agree otherwise in writing; provided, however, that Landlord may elect to waive in writing its right to any item or items of such property, and in that event Landlord may require Tenant to, and Tenant shall promptly remove such item or items, and Tenant shall promptly make all restorations to the Premises made necessary by such removal. If Tenant fails to promptly remove such property, Landlord may remove such property and Tenant shall be liable to Landlord for the costs of such removal, and for the costs of restoration of the Premises made necessary by such removal. Except to the extent prohibited by applicable law, (i) Landlord may elect to retain, remove or dispose of any of Tenant's alterations, equipment or other personal property that Tenant does not remove from the

Premises within thirty (30) days following the expiration of the Term, and (ii) Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of any such equipment or other personal property. Tenant shall be liable to Landlord for Landlord's costs for storing, removing and disposal of any of Tenant's equipment or other personal property and for Landlord's costs for any restoration of the Premises made necessary because of the removal of any of such property from the Premises.

7.12 Holding Over. If Tenant holds possession of the Premises after expiration of the Term, Tenant shall, at the option of Landlord to be exercised solely by Landlord's giving written notice to Tenant, become a Tenant from month-to-month upon the terms and conditions herein specified, so far as is applicable, and shall continue to occupy the Premises on such basis until thirty (30) days after Tenant shall have given Landlord, or Landlord shall have given Tenant, written notice of intention to terminate such monthly tenancy, or until Tenant vacates the Premises, whichever occurs first. Unless Landlord exercises the option provided herein, Tenant shall be a Tenant at sufferance only, whether or not Landlord accepts any rent from Tenant during the holdover period. In any event of Tenant's holding over beyond the end of the Term, the rental applicable during the holdover period shall be on the same terms as that due during the Term. All Base Rental and other amounts due hereunder becoming due and payable during the holding over period shall be paid according to the same terms and conditions herein which govern the payment of Base Rental and such other amounts due hereunder during the Term.

7.13 Recording. Neither this Lease nor any memorandum of it shall be recorded. After the expiration or prior termination of this Lease, Tenant, upon Landlord's request, shall deliver to Landlord a release drafted so as to extinguish any right, title and interest held by Tenant pursuant to this Lease.

7.14 Brokerage Fee. Each party represents that it has not had any dealings with any real estate broker, finder, or other person, with respect to this Lease. Each Party shall hold harmless the other Party from and shall promptly reimburse the other Party for all damages resulting from any claims that may be asserted against the other Party by any real estate broker, finder, or other person, with whom the indemnifying party has or purportedly has dealt regarding this Lease.

7.15 Waiver of Breach. Waiver by either Party of non-performance or breach of any condition or legal right or remedy under this Lease or under law, shall not constitute any further waiver of any other condition or legal right or remedy. No waiver of any condition or legal right or remedy shall be implied by the failure of either party to declare a default of this Lease when such Party has the right to do so. No waiver by either Party of any condition or legal right or remedy shall be valid unless it is in writing signed by the waiving party.

7.16 No Business Relationship. Landlord and Tenant are independent contracting parties and under no circumstances shall their relationship be held out as, or interpreted to be, or create an agency or joint venture relationship. Upon Landlord's written request, Tenant shall promptly provide Landlord with an official copy of a duly filed Assumed Name Certificate for the business to be conducted on the Premises. Neither Party shall acquire any right to use the

name of the other Party in its operations. Each Party agrees not to purchase goods, make contracts, or otherwise deal in the name of the other party. Upon Landlord's written request, Tenant at Tenant's expense shall post a sign prominently in the Premises which shall state that Tenant is a charter school independent of Landlord, and is not affiliated with Landlord, and Tenant shall include the same information on all forms utilized by Tenant for the operation of the School.

7.17 Estoppel Certificate. Tenant shall, within ten (10) days after Landlord's written request, deliver to Landlord an estoppel certificate certifying that this Lease is unmodified and in full force and effect, that there are no offsets, defenses or claims by Tenant against Landlord, and that any other representations that Landlord may request regarding the status of the Lease and Tenant's obligations thereunder are true.

7.18 Attorneys' Fees. In the event of any action or proceeding brought by either Party to this Lease against the other Party regarding the enforcement of any rights or obligations under this Lease, the prevailing Party shall be entitled to recover for the fees and expenses of its attorneys and court costs for such action or proceeding, including the costs of appeal, if any, in such amount as the court may adjudge reasonable.

7.19 Quiet Enjoyment. Upon payment by Tenant of all items of rent, and any and all other sums to be paid by Tenant to Landlord hereunder, and the observance and performance of all of the covenants, term and conditions to be observed and performed by Tenant, Tenant shall have the peaceful and quiet use of the Premises, and all rights, servitudes and privileges belonging, or in anywise appertaining thereto or granted hereby, for the Term, without hindrance or interruption by Landlord, or any other person or persons lawfully claiming by, through or under Landlord, subject nevertheless to the terms and conditions of this Lease, and to any mortgage, deed of trust or agreement to which this Lease and/or Landlord's interest in the Premises and the Facilities, is subordinate. Landlord warrants that it has full right and authority to enter into this Lease for the full term hereof.

7.20 Notices. All notices to be given to Tenant shall be given in writing by sending the same by certified United States mail, return receipt requested, postage prepaid and addressed to Tenant at the School's offices at the Premises (Attn: Superintendent), whether or not Tenant has departed from, abandoned or vacated the Premises, or at such other address as Tenant may from time to time designate in writing. All notices to be given to Landlord shall be given in writing by personal delivery (whether by hand, email, fax or otherwise) or by sending the same by certified United States mail, return receipt requested, postage prepaid and addressed to Landlord's offices at the Premises (Attn: Senior Pastor), or at such other address as Landlord may from time to time designate by notice in accordance with the provision hereof. All notices shall be deemed delivered upon receipt (or refusal to accept receipt if hand delivered) or forty-eight (48) hours after being deposited in the United States mail in accordance with the foregoing provisions.

7.21 Headings. The Section headings, subsection headings and Table of Contents of this Lease shall have no effect on the interpretation of this Lease.

7.22 Entire Agreement. This Lease contains the entire agreement between the Parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either Party. Each Party has relied on its own examination of this Lease, the counsel of its own advisors, and the warranties, representation and covenants of the Lease itself. This Lease may be executed in counterparts.

7.23 Applicable Law. This Lease shall be construed and enforced in accordance with the laws of the State of Texas. If any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid, or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law. Tenant and Landlord shall immediately enter into an amendment to this Lease which shall contain a legally valid substitute term or provision to be applicable to those persons or circumstances for which the original term or provision has been deemed invalid or unenforceable. The effect of such substitute term or provision, to the extent legally possible, shall be as closely identical as possible to that of the term or provision it replaces.

7.24 Binding Provisions. All restrictions, covenants and conditions hereof shall bind and inure to the benefit of the heirs, assigns, successors and representatives of Landlord and Tenant.

Each person executing this Lease on behalf of Landlord hereby certifies that he or she has the authority to execute this Lease on behalf of Landlord, and thereby bind(s) Landlord hereunder. Each person executing this Lease on behalf of Tenant hereby certifies that he or she has the authority to execute this Lease on behalf of Tenant, and thereby bind(s) Tenant hereunder.

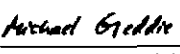
[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

“LANDLORD”

New Life Christian Fellowship of Dallas, Inc.

CHURCH

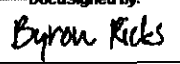
By:  _____
Michael Geddie, Pastor

Signer: Michael Geddie
(print)

“TENANT”

Legacy Preparatory School

SCHOOL

By:  _____
Byron Ricks, President
and School Superintendent

APPROVED:

SCHOOL

BOARD OF REGENTS

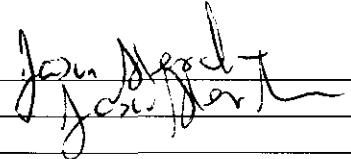
By:  _____
Name: _____
Title: _____

EXHIBIT A-1

The Land

Being a _____ - acre tract of land with a street address of 1515 Blake Drive, in the City of Richardson, in Dallas County, Texas, further shown on the plat attached hereto as Exhibit A-2.

Initialed as Acknowledged and
Agreed to as of October 19, 2011:

Landlord:



Tenant:

EXHIBIT B-1

Premises

[Attach a diagram or floor plan of leased Premises]

Initialed as Acknowledged and
Agreed to as of October 19, 2011:

Landlord:

_____

Tenant:

EXHIBIT B-2

SCHOOL Lease Schedule

[Attach list of rooms or areas for exclusive use by the School]

Initialed as Acknowledged and
Agreed to as of October 19, 2011:

Landlord:



Tenant:

EXHIBIT C

Chart of Sliding Scale for Adjusted Rent for Average Daily Attendance

Six Weeks	(1) Students Enrolled		(2) Students Present		Six Weeks	(1) Students Enrolled		(2) Students Present	
	Enrolled	Present	Enrolled	Present		Enrolled	Present	Enrolled	Present
Day 1	250	240	Day 17	250	240	Day 17	250	240	240
Day 2	250	240	Day 18	250	240	Day 18	250	240	240
Day 3	250	240	Day 19	250	240	Day 19	250	240	240
Day 4	250	240	Day 20	250	240	Day 20	250	240	240
Day 5	250	240	Day 21	250	240	Day 21	250	240	240
Day 6	250	240	Day 22	250	240	Day 22	250	240	240
Day 7	250	240	Day 23	250	240	Day 23	250	240	240
Day 8	250	240	Day 24	250	240	Day 24	250	240	240
Day 9	250	240	Day 25	250	240	Day 25	250	240	240
Day 10	250	240	Day 26	250	240	Day 26	250	240	240
Day 11	250	240	Day 27	250	240	Day 27	250	240	240
Day 12	250	240	Day 28	250	240	Day 28	250	240	240
Day 13	250	240	Day 29	250	240	Day 29	250	240	240
Day 14	250	240	Day 30	250	240	Day 30	250	240	240
Day 15	250	240	Day 31	250	240	Day 31	250	240	240
Day 16	250	240	Day 32	250	240	Day 32	250	240	240

Enrollment Calculation

(1) Total Days in Membership	8000		
(2) Days Taught	32	=	250 Average Enrollment Calculation

Attendance Percentage Calculation

(4) Total Days Present	7680		
(3) Total Days in Membership	8000	=	96% Percentage Attendance (rounded to one decimal)

Monthly Lease Calculation (at average of 250 students enrolled)

Average Enrollment for Six Weeks	250	X	(3) Percent Attendance	96.0%	X	\$50 per student	=	532,000 Monthly Lease Calculation
----------------------------------	-----	---	------------------------	-------	---	------------------	---	-----------------------------------

Initialed as Acknowledged and
Agreed to as of October 19, 2011:

Landlord:

Tenant:




EXHIBIT D

Lease Calculation Formula

$$\$5,850 \times \underline{\hspace{2cm}} = \$ \underline{\hspace{2cm}}$$

[Annual State Funds Per Student X Average Daily Attendance of Students = Annual School Revenue]



15% (Addendum A) is the percentage of funds dedicated to the facilities including rent, utilities, maintenance/repairs, and janitorial services/supplies predicated upon the previous years landlord's expenses



$$\$ \underline{\hspace{2cm}} \times .15 = \$ \underline{\hspace{2cm}}$$

Annual School Revenue X .15 = Total Annual Facility Pool



$$\$ \underline{\hspace{2cm}} / 10 = \$ \underline{\hspace{2cm}}$$

Total Annual Facility Pool / 10 months = Total Monthly Facility Pool*



$$\$45 \times \underline{\hspace{2cm}} = \$ \underline{\hspace{2cm}}$$

Monthly Rent Per Student X # of students = Monthly Rent Amount



$$\begin{array}{r} \$ \underline{\hspace{2cm}} \\ - \$ \underline{\hspace{2cm}} \\ \hline \end{array} =$$

Total Monthly Facility Pool – Monthly Rent Amount = Monthly Utility/Maintenance Balance**

*total Monthly Facility Pool – Rent, Utilities, Maintenance/Repairs, and Janitorial Services/Supplies

** Monthly Utility/Maintenance Balance – Utilities, Maintenance/Repairs, and Janitorial Services/Supplies (RENT NOT INCLUDED)

DS
10/5/1

DS
BR

Initialed as ^{DS} Acknowledged and ^{DS} Agreed to as of _____, YEAR: Landlord:

MS

Tenant:

DR

UTILITIES/MAINTENANCE COMPUTATION FORMULAS

$$\frac{p(yT)(67\%)}{10} = \text{monthly maintenance payment}$$

$$\frac{p(zT)(67\%)}{10} = \text{monthly utilities payment}$$

p = percentage of s.f. leased

y = maintenance verified billing

z = utilities verified billing

67% = school (M-F) use and church (S-S) use SOP CPA ratio

yT + zT = Total (August – May previous year) verified charges

1. Special Education Assurances and Development of Policies and Procedures

Sponsoring Entity: Pathway Charities

Proposed Charter School Name: Legacy Preparatory

421

**Sixteenth Generation Charter Application
Special Education Assurances and Development of Policies and Procedures**

Pursuant to the Individuals with Disabilities Education Improvement Act (IDEA 2004) Section 613 (a) (1), each charter school must have on file with the Texas Education Agency (TEA) a plan that provides assurances that it has in effect policies, procedures and programs consistent with State policies and procedures governing special education. Charter schools are required to develop plans using the online Legal Framework for the Child-Centered Process following the guidance below. Posting plans on the Legal Framework is not required, but is strongly encouraged.

Electronic Submission

Region 18 Education Service Center (ESC) in coordination with other ESCs provides leadership to the State in the electronic development of charter policies and procedures through the online **Legal Framework for the Child-Centered Process Phase IV: "Charting the Course"** (Legal Framework-Phase IV) at <http://framework.esc18.net/>.

Applicant Assurance Statement

The sponsoring entity's CEO must sign the assurance statement below certifying that the proposed charter school will have in place upon opening the above-described special education policies and procedures. Once the contract is issued and a county district number is assigned, the charter holder will develop its policies and procedures through the online Legal Framework.

Future Updates to Policies and Procedures

Charters will use the Legal Framework for developing and submitting updated policies and procedures assurances in the future. Guidance from ESCs on updates to policies and procedures will be ongoing.

Technical Assistance

For questions concerning or information about the electronic submission of charter policies and procedures, please consult with your regional ESC special education contact at <http://www.tea.state.tx.us/special.ed/escinfo/contact.html>.

Assurance Statement

By signing below, the sponsoring entity assures that the proposed charter school will have in place prior to opening policies and procedures that ensure implementation of IDEA 2004 and all federal regulations, Texas laws, State Board of Education (SBOE) rules, and commissioner's rules concerning students with disabilities receiving special education services and further assures that any future amendments to the regulations, laws, and rules will be incorporated into policies and procedures and implemented by the charter school.

Danny Wagman

Printed Name of Sponsoring Entity Board Chair

Danny Wagman
Signature of Sponsoring Entity Board Chair
(must sign in blue ink)

Date

1/13/14

2. Bilingual Education/ESL, Section 504, and Dyslexia Assurances

Sponsoring Entity: Pathway Charities

Proposed Charter School Name: Legacy Preparatory

Sixteenth Generation Charter Application Bilingual Education/ESL, Section 504, and Dyslexia Assurances

TEC, Chapter 29, Subchapter B, TEC §12.104(b)(2)(G), and 19 TAC §§89.1201-.1265 require charter schools to identify limited English proficient students based on state criteria and to provide an appropriate bilingual education or English as a second language program conducted by teachers certified for such courses.

- A. The charter holder certifies that prior to serving students the charter will have policies and procedures in place ensuring that it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to limited English proficient students.

Check one:

- ☒ Yes
☐ No

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, prohibits discrimination on the basis of disability in any program receiving federal financial assistance. A recipient that operates a public education program or activity shall provide a free, appropriate public education to qualified individuals.

- B. The charter holder certifies that prior to serving students the charter will have policies and procedures in place ensuring that it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to students protected by Section 504.

Check one:

- ☒ Yes
☐ No

TEC §38.003, TEC §12.104(b)(2)(K), 19 TAC §74.28 and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, require charter schools to identify students with dyslexia or related disorders and to provide appropriate educational services.

- C. The charter holder certifies that prior to serving students the charter will have policies and procedures in place ensuring that it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to students with dyslexia or related disorders.

Check one:

- ☒ Yes
☐ No

I the undersigned hereby certify that the information contained in this document is, to the best of my knowledge, correct and that the governing body of the charter holder has authorized me to provide these assurances.

Danny Wegman
Printed Name of Sponsoring Entity Board Chair

Danny Wegman 1/13/11
Signature of Sponsoring Entity Board Chair Date
(must sign in blue ink)

3. General Application of Assurances for Federal Programs

477

Pathway Charities

41-2235445

Official Name of Charter Holder

FEI No./Taxpayer ID

Legacy Preparatory

#057

Charter School Name

County-District No.

TEXAS EDUCATION AGENCY

Division of Planning and Grant Reporting

**General Application of Assurances for Federal Programs Administered by the
U.S. Department of Education**

Authority for Data Collection: 20 USC Section 1232e and P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a).

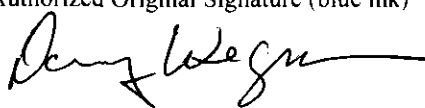
Planned Use of Data: The requirements established in United States Code Annotated, Title 20, Education, Chapter 31, Subchapter III, Section 1232e stipulate that "Each local education agency which participates in an applicable program under which federal funds are made available to such agency through a State agency shall submit, to such agency or board, a general application containing the assurances set forth in subsection (b) of this section". The requirements of P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a) stipulate that "any applicant, other than a State educational agency that submits a plan or application under this Act, whether separately or pursuant to section 9305, shall have on file with the State educational agency a single set of assurances, applicable to each program for which a plan or application is submitted." The application shall cover the participation by the local educational agency, public agency, nonprofit private agency, institution, organization or Indian tribe in all federal programs administered by the U.S. Department of Education.

Instructions: This general application will be in effect for the duration of participation in federal programs until such time as the requirements change. The superintendent or authorized official must sign the certification and return to the address below. Payment for federally funded applications and contracts cannot be made by this Agency until the general application is received. Payments to grantees for current grants may be delayed if the General Application of Assurances is not received in the time requested. For further information, contact the Division of Planning and Grant Reporting at (512) 463-7004.

Certification:

I, the undersigned authorized official for the above-named local educational agency, public agency, nonprofit private agency, institution, organization or Indian tribe in accordance with 20 USC Section 1232e and P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a), hereby apply for participation in federally funded education programs.

I certify that the above-named local educational agency, public agency, nonprofit private agency, institution, organization or Indian tribe will adhere to the assurances stated on the reverse side of this form.

Typed Name of Authorized Official of Charter Holder	Date	Telephone	Authorized Original Signature (blue ink)	
Danny Wegman	1/13/11	214.264.3277		
Typed Title of Authorized Official of Charter Holder				
CEO				
Address of Charter Holder		City	State	Zip Code
8510 Military Parkway		Dallas	TX	75227

ASSURANCES

The following assurances are provided in accordance with the United States Code Annotated, Title 20, Education, Chapter 31, Subchapter III, Section 1232e and P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a):

Assurance is hereby given that

- (1) the local educational agency will administer each program covered by the application in accordance with all applicable statutes, regulations, program plans, and applications;
- (2) the control of funds provided to the local educational agency under each program, and title to property acquired with those funds, will be in a public agency and a public agency will administer those funds and property;
- (3) the local educational agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that agency under each program;
- (4) the local educational agency will make reports to the Texas Education Agency or State Board of Education and to the Secretary of Education as may reasonably be necessary to enable the Texas Education Agency or State Board of Education and the Secretary of Education to perform their duties and the local educational agency will maintain such records, including the records required under section 1232f* of this title, and provide access to those records, as the Texas Education Agency or State Board of Education or the Secretary of Education deem necessary to perform their duties;
- (5) the local educational agency will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program;
- (6) any application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public;
- (7) in the case of any project involving construction-
 - (A) the project is not inconsistent with overall State plans for the construction of school facilities, and
 - (B) in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary of Education under section 794 of Title 29 in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities;
- (8) the local educational agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects; and
- (9) none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.

AND

In addition to the above, the following assurances are provided in accordance with P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a):

- (1) (A) the control of funds provided under each such program and title to property acquired with program funds will be in a public agency or in a nonprofit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to those entities; and
(B) the public agency, nonprofit private agency, institution, or organization, or Indian tribe will administer the funds and property to the extent required by the authorizing statutes;
- (2) the applicant will adopt and use proper methods of administering each such program, including —
(A) the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and
(B) the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation;
- (3) the applicant will cooperate in carrying out any evaluation of each such program conducted by or for the State educational agency, the Secretary, or other Federal officials;
- (4) before the application was submitted, the applicant afforded a reasonable opportunity for public comment on the application and considered such comment.

*** Section 1232f, United States Code, Title 20, Education**

RECORDS

Each recipient of Federal funds under any applicable program through any grant, subgrant, cooperative agreement, loan, or other arrangement shall keep records which fully disclose the amount and disposition by the recipient of those funds, and the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and such other records as will facilitate an effective financial or programmatic audit.

4. Special Assurances Document

Sponsoring Entity: Pathway Charities

480

Proposed Charter School Name: Legacy Preparatory

Sixteenth Generation Charter Application Special Assurances Document

The chair of the proposed sponsoring entity shall initial each of the following on this page and the next to indicate an understanding of and a commitment to comply with each of following assurances:

DU **Open Meetings Requirements:**

The charter holder assures that all meetings in which charter school business is discussed will be posted to provide public notice, held in an open public forum, and any action items voted upon in a public forum as required by the Open Meetings Act in Government Code, Chapter 551.

NU Furthermore, the charter holder assures that all of the following will be discussed in open meetings and only acted upon with approval of the charter holder board:

- The annual budget and all amendments to the budget,
- Any changes to job descriptions from those submitted in the application for charter, and
- Any changes in compensation from compensation as submitted in the application for charter.

UU **Public Information Requirements:**

The charter holder assures that information, that is considered public, requested by anyone will be provided in accordance with Government Code, Chapter 552.

DU **Criminal History Check Requirements:**

The charter holder assures that criminal history checks will be completed in accordance with law and that no person will serve as a member of the governing body of a charter holder, as a member of the governing body of the charter school, or as an officer or employee of an charter school if the person has been convicted of a misdemeanor involving moral turpitude, a felony, an offense listed in TEC 37.007(a) or an offense listed in Article 62.01(5) Code of Criminal Procedure.

UU **Annual Training Requirements:**

The charter holder assures that all annual training requirements for board members and school administrators will be completed in accordance with law and commissioner rules.

UU **Residential Facilities Monitoring (RFM) System:**

The charter holder assures that it understands that the TEA was required under the *Angel G. v. TEA* consent decree to develop a separate system for monitoring school districts and charter schools that serve students with disabilities who reside in RFs. The charter holder further assures that it understands that it will be required to begin reporting data related to students with disabilities residing in RFs in TEA's data collection system known as *RF Tracker* and that it may be subject to RFM onsite visits based upon a review of the data it reports or on random selection. Finally, the charter holder assures that it understands that the above-referenced consent decree and the RFM System require that certain sanctions be imposed against a school district or charter school that has failed to timely correct noncompliance identified during an onsite visit.

UU **Special RF Training:**

The charter holder assures that all personnel involved with serving students with disabilities residing in an RF and personnel involved with reporting data in *RF Tracker* will receive training on the RFM system.

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Sponsoring Entity: Pathway Charities

Proposed Charter School Name: Legacy Preparatory

Admission and Enrollment

ju The charter holder assures that parents or prospective students will not be required to attend an interview or meeting of any kind prior to admitting and/or enrolling a student, or during the time in which the student is enrolled.

ju The charter holder assures that volunteer hours, or payment in lieu of volunteer hours, will not be required of the parent or guardian as a requirement for student admission or enrollment.

ju The charter holder assures that there will be no specified days designated for enrollment and/or admission. If space is available, a student will be enrolled and admitted on any day at any time of day and must be counted as and considered a charter student immediately. State law does not allow for a trial enrollment period at a public school.

ju The charter holder assures that no student auditions will be required prior to enrollment and admission at the charter school unless the charter is originally approved by the State Board of Education (SBOE) as a performing arts school with an audition component or the charter was amended by the commissioner of education to designate the school a performing arts school with an audition component.

ju The charter holder understands that a student may be ineligible for enrollment at a charter school based on a history of a criminal offense, a juvenile court adjudication, or discipline problems under Texas Education Code (TEC), Chapter 37, Subchapter A, only if the enrollment prohibition was specifically approved by the SBOE when the charter was originally awarded, or if the charter was amended by the commissioner of education to allow this enrollment prohibition. It must be noted that the enrollment prohibition is not allowed for any prior discipline problems, but only those specified in TEC, Chapter 37, Subchapter A.

Withdrawal and Expulsion Issues

ju The charter holder understands that only the parent or guardian may withdraw a student from the charter school, and the only time charter administrators may withdraw a student and use administrative withdrawal as the leaver code is in the rare instances when:

- a student is withdrawn by the district because the district discovers, when verifying enrollment information, that the student was not a resident of the district at the time of enrollment;
- the district discovers that the student has falsified enrollment information;
- proof of identification is not provided; or
- immunization records are not provided.

ju The charter holder understands that a student who fails to comply with the charter school's student code of conduct may not be administratively withdrawn. If a student commits an expellable offense, as outlined in the student code of conduct, the charter holder further understands that charter administrators may expel the student only after due process has been afforded the student and the charter holder board has determined that expulsion is the appropriate consequence.

ju The charter holder understands that it has an obligation to notify the school district in which the student resides within three business days of any action expelling or **withdrawing** a student from the charter school. See 19 TAC §100.1211 (c).

I the undersigned hereby certify that the governing body of the charter holder has authorized me to provide these assurances as noted by my initials on this and the previous page.

Danny WEGMAY
Printed Name of Sponsoring Entity Board Chair

[Signature]
Signature of Sponsoring Entity Board Chair

1/13/2011
Date

5. State Board Disclosure of Campaign Contributions form

Sponsoring Entity: Pathway Charities

Proposed Charter School Name: Legacy Preparatory

**Sixteenth Generation Charter Application
Initial Report of Benefits or Campaign Contributions
Conferred on Members of or Candidates for the State Board of Education
For the period May 12, 2000 to the present**

Individual Making Report: Danny Wegman

Employer or company represented: Legacy Preparatory

Position/Title: CEO

Services rendered to SBOE or contract, grant, or charter issued by SBOE:
no services, benefits or payments have been made to any members or candidates for the State Board of Education

Transaction 1.

Date: NONE

Amount: _____

Name of person(s) receiving benefit or contribution:

Detailed description of expenditure:

Sixteenth Generation Charter Application
Initial Report of Benefits or Campaign Contributions
Conferred on Members of or Candidates for the State Board of Education
For the period May 12, 2000 to the present

Transaction 2.

Date: NONE

Amount: _____

Name of person(s) receiving benefit or contribution: _____

Detailed description of expenditure:

Transaction 3.

Date: NONE

Amount: _____

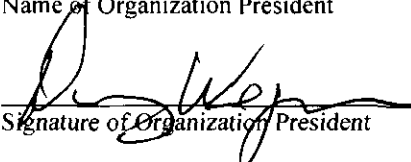
Name of person(s) receiving benefit or contribution: _____

Detailed description of expenditure:

Danny Wegman

Name of Organization President

1/13/11
Date


Signature of Organization President



Family Cathedral of Praise

790 Windbell Circle
Mesquite, Tx 75149

972-329-1660
Fax 972-329-1665

www.fcoptx.com

September 27, 2011

Good Afternoon Mr. Salvo,

My name is Pastor Harry Lee Sewell. I was the contact designee for the Legacy Preparatory Charter Application.

Now that the State board has voted Legacy Preparatory as a Charter School we would like to change the contact person to the new Superintendent. Is there anyway we can make the transition to Dr. Becky Good; she will be the Superintendent for Legacy Preparatory?

Her email address is rb-good@goodtx.com and her phone number is 214.680.8869.

Thank you,

Rev. Harry Sewell

Pastor Harry Lee Sewell
Family Cathedral of Praise
972-329-1660 x14