

APPENDIX A
APPLICATION AND
SUPPORT MATERIALS



Replication Application

Downloads

 [Download all files](#)

Note: Please be patient. This may take up to a few minutes to complete depending on the number of files included with this application.

1. Applicant Agreement

Application Agreement Information

I certify all information contained in this application is complete and accurate, realizing that any misrepresentation could result in disqualification from the replication application process or revocation after award. I understand that incomplete applications will not be considered.

The Applicant acknowledges that all information presented in the application package, if approved, becomes part of the charter and will be used for accountability purposes throughout the term of the charter, and that the charter may be amended or modified by mutual agreement, in writing, of the parties pursuant to the terms of the charter contract when signed.

The Applicant acknowledges that the officers, directors, members, or partners are aware of their responsibilities in the operation of a charter school as described in Arizona statute and that the Applicant is subject to and will ensure compliance with all relevant federal, state and local laws and requirements.

The Applicant acknowledges that the most current academic data will be provided to the Board for its consideration of the application.

The Applicant acknowledges that if approved to operate a charter school, the Applicant must execute a charter contract with the Arizona State Board for Charter Schools (Board) within twelve months after the Board decides to grant the charter. If a charter is not timely signed, the Board's decision to grant the replication charter expires.

The Applicant acknowledges that if approved to operate a charter school, the Applicant must begin providing educational services no later than the second fiscal year after the Board's decision to grant the charter. Failure to begin providing educational instruction accordingly may result in the revocation of the charter.

The Applicant acknowledges that if approved to operate a charter school, the Applicant must provide the number of days of instruction as approved in the application within the State's fiscal year that begins July 1st and ends June 30th. Failure to do so may result in revocation of the charter.

Application Agreement Signature

Aaron Hale 05/06/2019

2. Entity Information

Name of Charter Holder Entity Eligible for Replication

Legacy Traditional School

Name of Replication Model School

Legacy Traditional School- Avondale

Name of Proposed Charter School

Legacy Traditional School- Goodyear

Will the replication charter be held by the existing entity?

No, a new entity will hold the replication charter.

A: Entity and Corporate Principals

Statement of Consistency

- By checking this box, I understand and agree that the Replication Application process requires the organizational structure of the new entity to be consistent with the organizational structure of the existing entity.

Name of Entity

Legacy Traditional School - Goodyear

Authorized Representative for Entity

- Aaron Hale
 - Email: aaron@vertexeducation.com
 - SSN: 9915

- o DOB: 11/28/1977
- o Files:
 - Fingerprint Clearance Card
 - Affidavit
 - Background Information Sheet
 - Resume
 - Verification of Coursework/Degree

Authorized Representative Mailing Address

3125 S Gilbert Rd
Chandler, AZ 85286

County

Maricopa

Day Time Phone

4802705422

Fax

4803650605

Form of Organization

Non Profit Corporation

Entity Type







Domestic Corporation

Charter Principals Background Information

Upload all required background information for each Officer, Director, Member, or Partner of the new entity.







Charter Principals

- Aaron Hale
 - o Email: aaron@vertexeducation.com
 - o SSN: 9915
 - o DOB: 11/28/1977
 - o Files:
 - Fingerprint Clearance Card
 - Affidavit
 - Background Information Sheet
 - Resume
 - Verification of Coursework/Degree
 - Current Charter Affiliations
- Brandon Jones
 - o Email: brandon.jones@legacytraditional.org
 - o SSN: 1761
 - o DOB: 02/08/1976
 - o Files:
 - Fingerprint Clearance Card
 - Affidavit
 - Background Information Sheet
 - Resume
 - Verification of Coursework/Degree
 - Current Charter Affiliations
- Diego Gettler
 - o Email: diegogettler@momdoc.com
 - o SSN: 1473
 - o DOB: 06/12/1981
 - o Files:
 - Fingerprint Clearance Card
 - Affidavit
 - Background Information Sheet
 - Resume
 - Verification of Coursework/Degree
 - Current Charter Affiliations
- Nathan Schlink
 - o Email: ClassicBroncoMan@gmail.com
 - o SSN: 1732
 - o DOB: 02/09/1977
 - o Files:
 - Fingerprint Clearance Card
 - Affidavit
 - Background Information Sheet
 - Resume
 - Verification of Coursework/Degree
 - Current Charter Affiliations
- Heather Jones
 - o Email: heather@aspirebc.com
 - o SSN: 7467
 - o DOB: 05/16/1977
 - o Files:

-  Fingerprint Clearance Card
-  Affidavit
-  Background Information Sheet
-  Resume
-  Verification of Coursework/Degree
-  Current Charter Affiliations







- Jenni Ferrin

- Email: jenboo193@gmail.com
- SSN: 6022
- DOB: 05/07/1973
- Files:




-  Fingerprint Clearance Card
-  Affidavit
-  Background Information Sheet
-  Resume
-  Verification of Coursework/Degree
-  Current Charter Affiliations

- Cory Theobald

- Email: cory.theobald@asu.edu
- SSN: 6532
- DOB: 03/10/1979
- Files:

-  Fingerprint Clearance Card
-  Affidavit
-  Background Information Sheet
-  Resume
-  Verification of Coursework/Degree
-  Current Charter Affiliations

Required Exhibits for A:

-  [Download File](#) — LTS GY Articles
-  [Download File](#) — Bylaws
-  [Download File](#) — Updates to AZCC

3. Governance Structure

Statement of Consistency

- By checking this box, I understand and agree that the Replication Application process requires the governance structure of the new school to be consistent with the governance structure of the Replication Model School.

Answer the following question by checking the appropriate box and completing any additional information requested.

How will the governance structure of the new school relate to the Replication Model School?

The new school will be operated by a new entity described in Section A, and have a new, separate governing body which will follow the same membership structure and responsibilities as the current governing body. (Complete Section B)

B: Governing Body

- Nathan Schlink (Charter Organization)
- Diego Gettler (Charter Organization)
- Jenni Ferrin (Charter Organization)
- Cory Theobald (Charter Organization)
- Heather Jones (Charter Organization)

4. Education Service Provider

Does the existing entity have a relationship with an ESP?

Yes - Contractual (Complete Section C.1)

C.1: Education Service Providers -- Contractual Relationship


Statement of Consistency

- By checking this box, I understand and agree the Replication Application process requires that the contractual relationship of the replication charter with an ESP to be consistent with the contractual relationship of the existing entity with an ESP.

What is the name of the ESP?

CFE Management/Vertex Education

Required Exhibits for C.1

-  [Download File](#) — Signed and executed management agreement with LTS Avondale and CFE/Vertex

C.2: Education Service Providers -- Governance Relationship

Statement of Consistency

- By checking this box, I understand and agree the Replication Application process requires that any governance relationship of the replication charter with an ESP to be consistent with the governance relationship of the existing entity with an ESP.


What is the name of the ESP?

CFE Management/Vertex Education

Describe the nature of the governance relationship:

LTS- Avondale was founded on the vision to "positively impact the education of every child". Its mission is to "provide motivated students the opportunity to achieve academic excellence in an accelerated back to basics safe learning environment taught by caring, knowledgeable and highly-effective educators in cooperation with supportive and involved parents". This mission and vision have led to fourteen highly performing associate schools in Arizona. To best replicate the success of these schools and to implement efforts to improve education in Arizona that provides quality school choice, Legacy Traditional Schools have established a relationship with CFE/Vertex Education to provide charter management services to include school development, government accountability and compliance. The local school board retains authority over all operations and employees. The governance of Legacy Traditional School - Goodyear will mirror that of Legacy Traditional School- Avondale.

Required Exhibits for C.2

 [Download File](#) — list of schools

5. Educational Plan

Target Population and Enrollment of New School

Statement of Consistency

- By checking this box, I understand and agree that the target population of the new school should be similar to the population of the Replication Model School, and that differences must be addressed in responses to the questions below as a component of the Replication Application process.

Statement of Consistency

- By checking this box, I understand and agree that the Replication Application process requires the enrollment policies of the new school to be consistent with the enrollment policies of the Replication Model School, and that enrollment of students cannot begin until the charter is signed.

Grades Requested for Replication Charter Contract

- K
- 1st
- 2nd
- 3rd
- 4th
- 5th
- 6th
- 7th
- 8th

Enrollment Cap

1440

Grades Served Year 1

770

Projected Enrollment Cap Year 1

K-6

Grades Served Year 2

1440

Projected Enrollment Cap Year 2

K-8

Grades Served Year 3

1440

Projected Enrollment Cap Year 3

K-8

School Calendar Type

Standard

Instructional Days

180

Target Start Date

08/01/2019

School Characteristics

- Back to Basics

Target Population and Enrollment of New School Narrative —  [Download File](#)

Program of Instruction

Statement of Consistency

- By checking this box, I understand and agree that the Replication Application process requires that the Educational Plan of the new entity and school to be consistent with the Educational Plan of the existing entity and Replication Model School.

Mission Statement

Legacy Traditional Charter School's mission is to provide motivated students with the opportunity to achieve academic excellence in an accelerated, back-to-basics, safe learning environment taught by caring knowledgeable educators in cooperation with supportive, involved parents.

Program of Instruction Narrative – [Download File](#)

6. Operational and Business Plan

Operational Plan Narrative – [Download File](#)

Required Exhibits

- [Download File](#) – Staffing Matrix
- [Download File](#) – Board minutes
- [Download File](#) – enrollment matrix

Facility Acquisition for New School

Has a confirmed facility been acquired for the new school?

Yes (Complete Section D.1)

D.1: Confirmed Facility

Address of Confirmed Facility

16060 W Lower Buckeye Rd Goodyear AZ

Required Exhibits for D.1:

- [Download File](#) – square footage floorplan
- [Download File](#) – Building data
- [Download File](#) – Facility narrative

D.2: Planned Facility

Identify the proposed location of new school by providing cross streets that would be the center of a 2.5 mile radius.

Lower Buckeye Rd/Sarival

Planned Facility Narrative – [Download File](#)

Business Plan

Does the financial performance of the Charter Holder meet the Board's financial performance expectations?

Yes (Skip Section E)

E. Business Plan for Expansion

Required Exhibits for E

No documents were uploaded.

7. Additional Information

Additional Information

Do not complete this section unless specifically directed to do so in the application being completed.

ARTICLES OF INCORPORATION
OF
LEGACY TRADITIONAL SCHOOL—GOODYEAR

The undersigned, having associated ourselves together for the purpose of forming a nonprofit corporation under and by virtue of the laws of the State of Arizona, do hereby adopt the following original Articles of Incorporation:

I.

Name

The name of the corporation is LEGACY TRADITIONAL SCHOOL—GOODYEAR ("Corporation").

II.

Incorporator

The name and address of the incorporator is as follows:

Aaron Hale
3125 S. Gilbert Road
Chandler, Arizona 85286

III.

Purpose and Character of Initial Affairs

This Corporation is organized and at all times shall be operated exclusively for charitable, religious, educational, and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue law) and its regulations (as they now exist or may hereafter be amended).

The character of the affairs which the Corporation initially intends actually to conduct is to provide educational and related services to school-aged children and their families.

IV.

Nondiscrimination

The Corporation admits students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the schools owned or operated by the Corporation. It does not discriminate on the basis of race, color, national and ethnic origin in administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other school-administered programs.

V.

Board of Directors

The initial Board of Directors shall consist of five (5) directors. The names and addresses of those persons who shall serve as directors until the first annual election of directors or for such other period as may be specified in the Bylaws are:

Nathan Schlink
3125 S. Gilbert Road
Chandler, Arizona 85286

Heather Jones
3125 S. Gilbert Road
Chandler, Arizona 85286

Cory Theobald
3125 S. Gilbert Road
Chandler, Arizona 85286

Jenni Ferrin
3125 S. Gilbert Road
Chandler, Arizona 85286

Diego Gettler
3125 S. Gilbert Road
Chandler, Arizona 85286

VI.

Members

The Corporation will not have members.

VII.

Limitation on Director Liability

To the fullest extent that the law of the State of Arizona, as it now exists or as it may hereafter be amended, permits the elimination of or limitation on the liability of directors, no director of the Corporation shall be liable for monetary damages for any action taken or for any failure to take any action. Any repeal or modification of this Article shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification. For purposes of this Article VI, "director" includes a person who serves on a board or council of the Corporation in an advisory capacity.

VIII.

Exempt Organization

This Corporation is organized not for pecuniary profit and it shall not have the power or authority to issue shares of stock or declare or pay dividends. No part of the net earnings or assets of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles of Incorporation.

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 distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

Notwithstanding any other provision of these Articles, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on (a) by an organization exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of

any future United States Internal Revenue law) and its regulations (as they now exist or may hereafter be amended) or (b) an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law) and its regulations (as they now exist or may hereafter be amended).

IX.

Private Foundation

Notwithstanding any other provision of these articles, if the Corporation becomes a private foundation, as defined in Section 509 of the Internal Revenue Code of 1986, as amended, while it is a private foundation, the Corporation: (a) shall not engage in any act of self-dealing as defined in Section 4941(d); (b) shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942; (c) shall not retain any excess business holdings as defined in Section 4943(c); (d) shall not make any investments in such manner as to subject it to tax under Section 4944; and (e) shall not make any taxable expenditures as defined in Section 4945(d).

X.

Distribution of Assets

Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or corresponding

provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by a court having proper jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

XI.

Statutory Agent

The name and address of the initial statutory agent of the Corporation is Aaron Hale, 3125 S. Gilbert Road, Chandler, Arizona 85286.

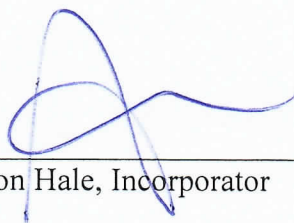
XII.

Indemnification

The Corporation shall indemnify any person made a party to a proceeding by reason of the fact he or she is or was an officer or director of the Corporation or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other entity. The Corporation shall pay for or reimburse the expenses incurred by any such director or officer who is made a party to such a proceeding in advance of final disposition of the proceeding. Such indemnification and advancement of expenses shall be mandatory in all circumstances in which indemnification or advancement of expenses, as the case may be, is permitted by law; provided, however, that except with respect to proceedings to enforce rights to such indemnification and advancement of expenses, the Corporation will indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The Corporation may, to the extent

authorized from time to time by the Board of Directors, provide rights to indemnification and advancement of expenses to employees and agents of the Corporation, as permitted by law. The Corporation shall provide for indemnification in accordance with this Article VI and Section 10-3850 et seq. of the Arizona Revised Statutes and to the fullest extent that Arizona law permits.

IN WITNESS WHEREOF, I hereunto affix my signature this 8 day of February, 2019.

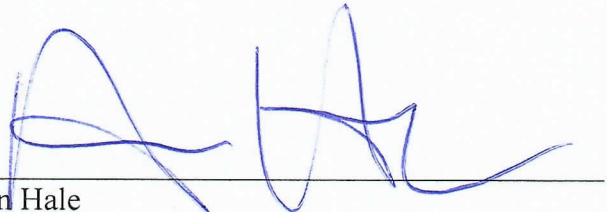


Aaron Hale, Incorporator

Arizona Corporation Commission
Post Office Box 6019
Phoenix, Arizona 85005

Re: LEGACY TRADITIONAL SCHOOL—GOODYEAR

The undersigned, having been designated to serve as Statutory Agent for the above corporation, hereby consents to serve in such capacity until resignation or removal is submitted in accordance with the Arizona Revised Statutes.



Aaron Hale
3125 S. Gilbert Road
Chandler, Arizona 85286

Dated: February 8, 2019

BYLAWS OF LEGACY TRADITIONAL SCHOOL – GOODYEAR

an Arizona nonprofit corporation

ARTICLE I

Offices

Section 1. Organization. LEGACY TRADITIONAL SCHOOL – GOODYEAR (the "Corporation") is a non-profit corporation organized under the laws of the State of Arizona.

Section 2. Offices. The Corporation shall maintain its principal office in Chandler, Arizona or such other place within the State of Arizona as determined by the Board of Directors or as the business of the Corporation may require from time to time where all business of the Corporation may be transacted.

Section 3. Known Place of Business. The known place of business of the Corporation, as required by A.R.S. § 10-3501 to be maintained in the State of Arizona, may, but need not, be identical with the office of its statutory agent in the State of Arizona. The address of the known place of business may be changed from time to time by the Board of Directors in accordance with A.R.S. § 10-3502.

ARTICLE II

Members

Section 1. Membership. The Corporation shall not have members.

ARTICLE III

Directors

Section 1. Powers of Directors. The business and affairs of the Corporation shall be managed by its Board of Directors.

Section 2. Number. The Board of Directors shall always consist of at least three (3) but no more than eleven (11) directors. Subject to the foregoing limitations, the number of directors may be altered from time to time by a duly adopted resolution of the Board of Directors, provided that no decrease shall have the effect of shortening the term of any incumbent director.

Section 3. Election of Directors. The Board of Directors as provided in the Articles of Incorporation shall elect the first Board of Directors at the organization meeting. Thereafter, the Board of Directors at its annual meeting shall elect directors whose terms are due to expire and each director elected shall hold office for the term for which he or she is elected or until his successor is elected or until his or her earlier death, resignation, or removal. Each director shall

have one vote for each directorship to be elected. The nominee receiving the highest number of votes in the election for each directorship shall be elected to the Board.

Section 4. Term of Office. The directors shall be divided into three (3) classes, the number in each class to be fixed as nearly as equal in number as possible. The term of office of the first class of Directors shall expire at the time of the first annual meeting. The term of office of the second class of Directors shall expire at the time of the second annual meeting. The term of office of the third class of Directors shall expire at the time of the next annual meeting. At such annual meeting and at each annual meeting thereafter, a number of Directors equal to the number in the class whose term then expires, or such greater or lesser number in said class as may have been designated by a duly adopted resolution of the Board of Directors, shall be elected for terms of three (3) years. Notwithstanding the foregoing, each director shall hold office until his or her successor is elected and qualified, or until his or her earlier resignation or removal.

Section 5. Resignation. Any director of the Corporation may resign at any time, by giving written notice thereof to the Corporation. Such resignation shall take effect at the time specified therein and, unless otherwise specified with respect thereto, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. Any vacancy occurring in the Board of Directors by reason of death, resignation, or removal, or any directorship to be filled by reason of an increase in the number of directors, shall be filled by the affirmative vote of the majority of the remaining directors, although less than a quorum, or by a sole remaining director, at a special, regular, or annual meeting. A director elected to fill a vacancy occurring in the Board of Directors shall hold office for the unexpired term of his or her predecessor in office.

Section 7. Removal. A director may be removed, with or without cause, at a meeting called expressly for that purpose, by a vote of a majority of the directors.

Section 8. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such number is present at a meeting, the majority of the directors present may adjourn the meeting from time to time without further notice.

Section 9. Manner of Acting. The act of the majority of the directors present 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, the Articles of Incorporation, or as otherwise provided in these Bylaws.

Section 10. Annual and Special Meetings. Meetings of the Board of Directors, annual or special, shall be held at such time, on such day, and at such place as the President or a majority of the Board of Directors shall designate, and may be held by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, their participation in such a meeting to constitute presence in person.

Section 11. Notice. Notice of any meeting shall be delivered at least two (2) days previous thereto by written notice delivered personally, by mail or by any other commercially acceptable means of business communication including, but not limited to, overnight mail, telex or telecopier to each director at his or her address. If mailed, such notice shall be deemed to be delivered two business days after deposit in the United States mail, so addressed, by certified delivery with postage prepaid.

Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting unless otherwise required by the Articles of Incorporation or these Bylaws.

Section 12. Action Without a Meeting. Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if all directors entitled to vote consent thereto in writing specifically setting forth such action taken. Such consent shall have the same effect as a unanimous vote.

Section 13. Compensation and Expenses. Directors shall serve as such without compensation. Expenses incurred in connection with the performance of their official duties may be reimbursed to directors upon approval of the Board of Directors. A director shall not be precluded from serving the Corporation in any other capacity nor from receiving compensation for such services.

Section 14. Presumption of Assent. A director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the Secretary of the Corporation within ten days after the adjournment of the meeting, or at the time of the next meeting, whichever is sooner. Such right to dissent shall not apply to a director who voted in favor of such action.

ARTICLE IV

Committees

Section 1. Committees. The Board of Directors, by resolutions adopted by a majority of the full Board, may appoint such committee or committees as it shall deem advisable and with such rights, powers, and authority as it shall prescribe except as otherwise provided by law. Each such committee shall consist of one or more directors.

Section 2. Tenure. Each member of a committee shall continue as a member thereof until the expiration of his or her term as a director or his or her earlier resignation or death, unless sooner removed as a member or as a director.

Section 3. Committee Changes. The Board of Directors, with or without cause, may dissolve any committee or remove any member thereof at any time. The Board of Directors shall also have the power to fill vacancies in any committee.

Section 4. Executive Committee. The Board of Directors, by resolution adopted by a majority of the full board, may designate an Executive Committee consisting of one or more directors. One of the members of the Executive Committee shall be designated as Chairman of the Executive Committee. To the extent provided in such resolution, the Executive Committee shall have and may exercise all the authority of the Board of Directors; provided, however, that the Executive Committee shall not have the authority of the Board of Directors in reference to any matter prohibited by law.

ARTICLE V

Officers

Section 1. Number. The officers of the Corporation shall be a President, a Secretary, a Treasurer, and such other officers, assistant officers and agents as may be deemed necessary by the Board of Directors. Any two or more offices may be held by the same person, except the two offices of President and Secretary.

Section 2. Election and Term of Office. The officers of the Corporation shall be elected annually by a vote of the Board of Directors at the annual meeting of the Board of Directors. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified, or until his or her earlier death, resignation, or removal.

Section 3. Removal. Any officer or agent may be removed, with or without cause, by a vote of the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, creation of a new office, or any other reason, may be filled by a vote of the Board of Directors for the unexpired portion of the term.

Section 5. Board Chair. The Board Chair, if any, shall chair all meetings of the Board of Directors and shall perform all duties incident to the office of Board Chair and shall see that all orders and resolutions of the Board of Directors are carried into effect.

Section 6. President. The President shall perform all duties incident to the office of President and shall see that all orders and resolutions of the Board of Directors are carried into effect. Unless a separate Board Chair is elected, the President shall chair all meetings of the Board of Directors. Unless a separate Chief Executive Officer is elected, the President shall serve as the Chief Executive Officer of the Corporation.

Section 7. Chief Executive Officer. The Chief Executive Officer, if any, shall be the chief executive officer of the Corporation and, subject to the direction of the Board of Directors, shall have general charge of the business, affairs, and property of the Corporation and general supervision over its other officers and agents.

Unless otherwise prescribed by the Board of Directors, the Chief Executive Officer shall have full power and authority to attend, act, and vote on behalf of the Corporation at any meeting of the security holders of other corporations in which the Corporation may hold securities. At any such meeting, the Chief Executive Officer shall possess and may exercise any and all rights and powers incident to the ownership of such securities that the Corporation might have possessed and exercised if it had been present. The Chief Executive Officer shall further possess the power to endorse such securities for transfer on behalf of the Corporation by signing the name of the Corporation in his or her capacity as Chief Executive Officer. The Board of Directors may from time to time confer like powers upon any other person or persons.

Section 8. Secretary. The Secretary shall (a) keep or cause to be kept the minutes of all meetings and proceedings of the Board of Directors, (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law in general perform all of the duties as, from time to time, may be assigned to him or her by the Board of Directors.

Section 9. Treasurer. The Treasurer shall cause appropriate financial reports to be presented to the Board of Directors, and shall perform such other duties as the Board of Directors may prescribe.

Section 10. Vice Presidents. The Board of Directors may elect one or more Vice Presidents. In the absence of the President or in the event of his or her death, inability, or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties and exercise the powers of the President and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President shall have such powers and perform such duties as, from time to time, may be assigned to him or her by the President or the Board of Directors.

Section 11. Additional Officers. Other officers, assistant officers, or agents elected or appointed by the Board of Directors shall perform such duties as shall be assigned to them by the President or the Board of Directors.

ARTICLE VI

Contracts, Loans, Checks and Deposits

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, 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.

Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances; provided, however, no loans shall be made by the Corporation to its directors or officers.

Section 3. Checks and Other Instruments. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VII

Corporate Seal

The Board of Directors may provide a corporate seal which, in such event, shall be circular in form, shall have inscribed thereon the name of the Corporation, the year of its incorporation, and the state of incorporation. The seal shall be in the custody of the Secretary.

ARTICLE VIII

Waiver of Notice

Whenever any notice is required to be given to any director of the Corporation, a waiver thereof in writing signed by such director, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except when the director attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE IX

Amendment of Bylaws

These Bylaws may be altered, amended, or repealed or new Bylaws adopted by a vote of the Board of Directors.

ARTICLE X

Nonprofit Operation

The Corporation will not have or issue shares of stock. No dividends will be paid. No part of the income or assets of the Corporation will be distributed to its directors or officers

without full consideration. The Corporation may contract in due course with its directors and officers without violating this provision.

ARTICLE XI
Loans To Officers

Notwithstanding anything herein to the contrary, the Corporation shall not lend money to or use its credit to assist its directors, whether or not employees, or officers. Any director or officer who assents to or participates in the making of any such loan shall be liable to the Corporation for the amount of such loan until the repayment of the loan.

CERTIFICATE

I, NATHAN SCHLINK, the duly elected, qualified and acting President of LEGACY TRADITIONAL SCHOOL – GOODYEAR, an Arizona nonprofit corporation, do hereby certify that the above and foregoing are the Bylaws of this Corporation duly and regularly adopted by the directors thereof effective the 21st day of February.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of February, 2019.



NATHAN SCHLINK

**AMENDED AND RESTATED CHARTER SCHOOL MANAGEMENT AGREEMENT
BETWEEN
LEGACY TRADITIONAL SCHOOL-AVONDALE
AND
CFE MANAGEMENT GROUP, LLC**

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**AMENDED AND RESTATED CHARTER SCHOOL MANAGEMENT AGREEMENT
BETWEEN
LEGACY TRADITIONAL SCHOOL-AVONDALE
AND
CFE MANAGEMENT GROUP, LLC**

THIS AMENDED AND RESTATED CHARTER SCHOOL MANAGEMENT AGREEMENT (this “Agreement”) is dated this 28 day of August, 2015 by and between Legacy Traditional School-Avondale, a duly organized and validly existing Arizona nonprofit corporation, (“Legacy-Avondale”), and CFE Management Group, LLC, an Arizona limited liability company (the “Service Provider”).

RECITALS

WHEREAS, Legacy-Avondale has entered into a contract with the Arizona State Board for Charter Schools (the “Charter School Contract”) for the purpose of operating a charter school located at 3201 12320 West Van Buren, Avondale, Arizona, 85323 (the “School”) pursuant to Title 15, Chapters 1 and 7 of the Arizona Revised Statutes; and

WHEREAS, Legacy-Avondale is governed by its Board of Directors (the “Board”);

WHEREAS, Legacy-Avondale desires to ensure that the School is professionally managed and operated in accordance with the requirements of the Charter School Contract, the requirements of all state and federal Laws, and the requirements of local municipal and county ordinances which may be applicable to the operation of the School or its facilities;

WHEREAS, Service Provider has expertise in the professional operation and management of charter schools, including but not limited to staffing, finance, management and operations, marketing and maintenance of the same, and has been organized to provide or make provisions for the professional operation and management of charter schools and such other activities as are necessary, incidental, or appropriate in connection therewith;

WHEREAS, Service Provider desires to provide or make provisions for professional operation and management programs to Legacy-Avondale, in accordance with applicable law; and

WHEREAS, Legacy-Avondale and Services Provider entered into that Charter School Management Agreement dated July 1, 2013 (the “Original Management Agreement”); and

WHEREAS, Legacy-Avondale and Service Provider desire to reaffirm and amend the terms of the Original Management Agreement to establish the obligations and responsibilities of each party with respect to the operation and management of the School as set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Legacy-Avondale and Service Provider, mutually agree as follows:

AGREEMENT

1. **ENGAGEMENT OF SERVICE PROVIDER.** Legacy-Avondale hereby agrees and acknowledges that it engages Service Provider to provide the services set forth herein in accordance with the terms and conditions of this Agreement.
2. **INCORPORATION OF RECITALS.** The recitals listed above are hereby incorporated into this Agreement.
3. **INDEPENDENT CONTRACTOR/STANDARD OF CARE.** In the performance of its duties hereunder, Service Provider shall be and act as an independent contractor and provide the services set forth herein in accordance with the terms and conditions of this Agreement. Service Provider alone possesses the sole duty to supervise, manage, operate, control and direct performance of the duties and obligations outlined in this Agreement, subject to the rights, supervision, review and approval of Legacy-Avondale, as described herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, employment relationship, or to otherwise create any liability for one party with respect to indebtedness, liabilities or obligations of the other party except as otherwise may be expressly set forth herein.

Service Provider shall perform its duties and obligations in a professional, competent, businesslike and efficient manner as set forth in this Agreement and in accordance with all federal, state, and local legal and regulatory requirements, including but not limited to, those established by the Arizona State Board for Charter Schools.

4. **THIS SECTION INTENTIONALLY OMMITTED.**
5. **ONGOING SERVICES.** Service Provider agrees to provide the services listed in this Section 5 on an as-needed basis throughout the term of this Agreement (the “Ongoing Services”). The Ongoing Services include:
 - A. **Academic Development.** Service Provider shall assist Legacy-Avondale in the development, implementation and maintenance of academic curricula and programs necessary for Legacy-Avondale to operate the School. Such academic support shall include, but not be limited to, the following:

1. **Curriculum Development.** Service Provider shall provide, develop, maintain, and enhance policies, procedures, curricula, curriculum maps, pacing guides, and a specialized program of instruction in accordance with law and best practices, to be used to educate students attending the School.

2. **Professional Development and Training.** Service Provider shall disseminate, update, and maintain policy and procedure manuals relative to curriculum, instruction and all School operations for teachers, administrators, and other staff employed by Legacy-Avondale. In addition, Service Provider shall oversee the design and delivery of comprehensive staff, teacher and administrator training and ongoing professional development, all of which is outlined in **Exhibit “A”** as attached hereto and incorporated herein. Service Provider reserves the right to add to or modify this list of training and development to ensure that

such training and development is consistent with the guidelines released by the Arizona Department of Education. If Service Provider determines that it is necessary to add to or modify the list of training and development for any other purpose, Service Provider shall provide a list of the proposed modifications to the Board for its approval or consent.

Legacy-Avondale acknowledges that the provision of these training modules and ongoing support reduces or even eliminates the need to pay for and attend trainings and conferences that would otherwise be provided by outside industry providers. Nothing contained in this Agreement shall prevent the Legacy-Avondale Board members, employees, administrators and/or support staff from choosing to participate in additional training or professional development not provided by Service Provider, but in such event, all such costs shall be borne solely by Legacy-Avondale or the individual attending such training or development.

3. Implementation of the School Mission. Service Provider shall assist the Board in developing and maintaining the School's mission statement, developing specific strategies that support the mission statement, and designing and implementing practices that fulfill those strategies. Legacy-Avondale hereby agrees and approves the mission statement that has been previously presented by Service Provider. Any changes to the mission statement approved herein shall be subject to the review and approval of the Board.

The Service Provider shall ensure the fidelity of the implementation and maintenance of the School mission through accountability measures including a thorough appraisal process (i.e., a validation process including, but not limited to, observations, audits, support, mentoring, guidance, evaluations, and corrective action). In the event Legacy-Avondale fails any accountability measures, Service Provider shall work with the Board to implement the appropriate remedial actions.

B. Exceptional Student Services. The Service Provider shall assist Legacy-Avondale in identifying students in need of special education services and in developing, implementing and providing a continuum of services to eligible students. These duties shall include, but are not limited to, the following:

1. Special Education Personnel. The Service Provider, in accordance with the terms of this Agreement, shall make recommendations to Legacy-Avondale related to the hiring of certified special education teachers and, as needed, aides and provide additional human resources services in accordance therewith. In addition, the Service Provider shall make recommendations to Legacy-Avondale related to the hiring or contracting of related service providers to meet needs in speech therapy, occupational therapy, physical therapy, school psychology/counseling services. The Service Provider shall arrange staff, contracts with outside agencies, and voucher programs with government agencies in order to ensure all necessary services are available to identified students.

2. Training. The Service Provider shall disseminate, update, and maintain case management handbooks for all School personnel. In addition, the Service Provider shall design and deliver comprehensive special education teacher and related service provider training on the state and federal regulations regarding special education, case management software, specialized instruction practices, policies and procedures, and any other area as needed.

3. Compliance. The Service Provider shall coordinate with Legacy-Avondale to provide that the School maintains all special education records, and Service Provider shall periodically audit such records to assist it in compliance with state and federal requirements. Ultimately, however, Legacy-Avondale is solely responsible to ensure compliance with all applicable local, state, or federal laws. In addition, the Service Provider shall cooperate with Legacy-Avondale to track evaluation timelines and due dates for Individualized Education Programs (“IEPs”), Multi-disciplinary Evaluation Teams (“METs”), and any other applicable evaluation deadlines and communicate those dates to the School in order to assist with compliance. The Service Provider shall complete all required reporting to the Arizona Department of Education on behalf of the School.

4. Representation. The Service Provider shall represent Legacy-Avondale and act on behalf of the School to coordinate programs or directives from the Arizona Department of Education and the U.S. Department of Education. This representation includes, but is not limited to, compliance audits, data directives, complaints, and presentations.

C. Section 504 of the Rehabilitation Act of 1973 and Subsequent Amendments.

The Service Provider shall assist Legacy-Avondale in identifying students in need of supports and services under a Section 504 Plan. These duties shall include, but not be limited to, the following:

1. Training. The Service Provider shall create, disseminate, update, and maintain policies, procedures, and forms regarding Section 504 programming. In addition, the Service Provider shall design and deliver training to administrators and staff regarding policies and procedures related to the identification and evaluation of students under Section 504 and related to creation and implementation of a Section 504 plan for eligible students.

2. Compliance. The Service Provider shall coordinate with the School in tracking due dates for all Section 504 plans. In addition, the Service Provider shall maintain copies of all Section 504 plans and audit such records to assist with compliance with federal requirements. Ultimately, Legacy-Avondale is solely responsible to ensure compliance with all applicable local, state, or federal laws. The Service Provider shall complete all required reporting to the U.S. Department of Education on behalf of Legacy-Avondale.

3. Representation. The Service Provider shall act as Section 504 Coordinator and Compliance Officer on behalf of Legacy-Avondale. The Service Provider shall represent Legacy-Avondale and act on its behalf to coordinate programs or directives from the U.S. Department of Education. Legacy-Avondale shall take all steps necessary in a timely manner to appoint Service Provider as its Section 504 Coordinator and Compliance Officer in cooperation with the School principal for the duration of this Agreement.

D. Health Services. The Service Provider shall assist Legacy-Avondale in identifying and supporting the health-related needs of all enrolled students of the School. These duties include, but are not limited to, the following:

1. Health Office Personnel. The Service Provider shall assist the School by making recommendations to Legacy-Avondale related to the hiring of credentialed health assistants.

2. **Training.** The Service Provider shall disseminate, update, and maintain a health services handbook for all appropriate School personnel. In addition, the Service Provider shall design and deliver comprehensive health-related training for health services staff in order to assist the School in remaining in compliance with state and federal regulations regarding student health. These trainings include, but are not limited to, health office designee training, diabetes care training, vision/hearing screening procedures, confidentiality, health action plans, health epidemics/communicable diseases, blood borne pathogens, and Section 504 compliance. The Service Provider shall facilitate training for School staff and administration in areas required for compliance, but ultimately Legacy-Avondale is solely responsible to ensure that the School remains in compliance with any and all applicable local, state, and federal laws concerning Section 504 and/or student health.

3. **Compliance.** The Service Provider shall assist with compliance with local, state and federal reporting requirements and student care, and shall periodically audit the School to validate alignment with the policies and procedures recommended by Service Provider and adopted by the Legacy-Avondale as part of this Agreement. Ultimately, however, Legacy-Avondale is solely responsible to ensure compliance with all applicable local, state, or federal laws. The Service Provider shall assist Legacy-Avondale in complying with requirements related to immunizations, vision/hearing screening, health action plans, crisis response procedures and mandatory reporting of child abuse or neglect.

E. Representation. The Service Provider shall represent the School and act on behalf of the School to meet reporting requirements, coordinate programming, or address directives from the Arizona Department of Education, the Arizona Board of Health, and other regulatory agencies who oversee issues related to student health.

F. Compliance Reporting. Service Provider shall audit and support the School's compliance with all local, state and federal regulatory reporting requirements. Although Service Provider shall assist Legacy-Avondale in compliance efforts Legacy-Avondale is solely responsible to ensure that the School remains in compliance with any and all applicable local, state, or federal laws.

G. Community Education. Service Provider shall assist Legacy-Avondale in forming and maintaining a parent/teacher organization.

H. Complaint Resolution. Service Provider shall offer assistance and guidance related to formal complaints filed against Legacy-Avondale and the Service Provider concerning the School, including, but not limited to, complaints filed with the Office of Civil Rights, Arizona Department of Education, the Equal Employment Opportunity Commission, Occupational Safety and Health Administration, Office of Administrative Hearings and the Arizona State Board for Charter Schools. Service Provider shall notify Legacy-Avondale or the Board in writing of any additional costs or expenses determined to be necessary to provide this service, and Legacy-Avondale or the Board shall approve the same prior to utilizing such services.

I. School Branding and Marketing. Service Provider shall oversee the development of a coherent, attractive brand identity for Legacy-Avondale and an effective marketing plan to promote ongoing enrollment. Such work may include the use of print, public announcement, internet (as further outlined below), social media, email and flyer advertising.

Service Provider shall design, host and maintain a website for the School, which shall provide updated information to parents, the general community, and employees regarding School-related announcements, changes, calendar events, and any additional information deemed pertinent by Service Provider or Legacy-Avondale. The website shall also be designed to facilitate the enlistment of parent supporters for the School. The website may also include a section whereby individuals may donate to the School. Legacy-Avondale shall be responsible for providing updated content for the website.

Service Provider shall be responsible for all costs associated with the services outlined above, with the following exceptions:

1. Service Provider may charge Legacy-Avondale reasonable print fees associated with the printing of campus-specific, discretionary efforts including, but not limited to parent communication, forms, fundraising and tax credits.

2. Service Provider may charge Legacy-Avondale for the use of an outside marketing agency if said agency work directly benefits Legacy-Avondale and is deemed by Service Provider to be necessary to promote full enrollment for the School, to the extent such work has been approved by Legacy-Avondale or the Board.

J. Enrollment. Service Provider shall create and maintain all enrollment policies and processes for the School that are compliant with applicable federal, state and local law, including the provision of the technology needed for said enrollment. Service Provider shall train and supervise Legacy-Avondale employees to process enrollment applications, notifications and any other necessary correspondence with parents of children applying to the School. The primary responsibility for enrollment and retention of students shall reside with Legacy-Avondale, but Service Provider shall provide ongoing support and training for such efforts.

If Service Provider determines, that an outside technology vendor is necessary in order to provide the level of enrollment services required for the School, Service Provider shall notify Legacy-Avondale or the Board in writing of the additional costs or expenses determined to be necessary to provide this service, and Legacy-Avondale or the Board shall approve the same prior to utilizing such services. Service Provider may contract for such vendor services, and Legacy-Avondale shall be solely responsible for such costs.

K. Grant Coordination. Service Provider shall provide supervision and support to Legacy-Avondale in the solicitation of an application for grants and other state, federal, local or other funds earmarked for the development and improvement of charter and applicable public school curricula and programs. If Service Provider determines that the efforts expended on behalf of the School exceed the labor Service Provider typically extends on behalf of the other schools under its management Service Provider shall notify Legacy-Avondale in writing of the additional costs or expenses determined to be necessary to provide this service, and Legacy-Avondale shall approve the same prior to utilizing such services.

L. Financial Services. Service Provider shall assist Legacy-Avondale by providing the following accounting and financial services related to the School:

1. **Payroll.** Service Provider shall establish a system for and provide payroll processing to all employees of Legacy-Avondale through the use of a human resource

information system (“HRIS”). Service Provider shall provide, implement and manage Legacy-Avondale’s HRIS. Service Provider shall be responsible for the portion of the monthly usage cost of the HRIS software itself related to administering and processing payroll, benefits, and human resources. Legacy-Avondale shall be solely responsible for the portion of the monthly usage cost of the HRIS software related to employee self-service functionality. Service Provider shall use information from the HRIS provider in determining the appropriate allocations. Prior to each pay date, Service Provider will send to the principal of Legacy-Avondale a listing of paychecks. Legacy-Avondale, or an authorized Key Administrative Staff Member of the same, will review and provide any corrections to Service Provider and approve the disbursement of the same within the timeframe indicated by Service Provider in order to process payroll timely. An authorized representative of Service Provider, as designated by the Board, shall sign all payroll checks. Service Provider shall either file, or assist Legacy-Avondale in filing, all reports relating to payroll or personnel with any federal, state, or local authority that requires the requires such reports.

In addition, Service Provider shall coordinate the payment of payroll taxes and all applicable withholdings for federal, state and local purposes.

2. Purchasing. Service Provider shall coordinate on behalf of the School the purchasing of textbooks, supplies, furniture, technology and any other items as Service Provider may reasonably determine to be necessary for the ongoing operation of the School. Legacy-Avondale shall be solely responsible for the costs of all such purchases, and shall also reimburse Service Provider for any costs associated with the purchase of the same that may be incurred by Service Provider. Legacy-Avondale agrees to use Service Provider and its purchasing system and procedures for the majority of its purchases as described herein. Such procedures shall include the approval of all expenditures by Legacy-Avondale, who shall authorize the School principal to grant such approvals.

3. Accounting and Record Keeping. Service Provider shall establish and maintain at all times the accounting records, policies and procedures necessary for the management and operation of the School. All such accounting records shall remain the property of Legacy-Avondale and shall be safely preserved by Service Provider on behalf of Legacy-Avondale. Accounting records shall be available to Legacy-Avondale at all reasonable times during normal business hours upon request by Legacy-Avondale. Upon termination of this Agreement, Service Provider shall transfer all accounting records to Legacy-Avondale as expeditiously as possible but in no event, no later than sixty (60) days from the date of such termination.

Service Provider shall prepare financial statements reflecting Legacy-Avondale’s financial position, operations, and budget vs. actual results on a monthly basis (e.g., balance sheets, income statements). Service Provider shall prepare all required annual budgets and annual financial reports for review and approval by the Board and submission to the Arizona Department of Education. Further, Service Provider shall prepare and provide financial and accounting information to external parties to comply with all reporting requirements of bonds, loans, and lines of credit and as otherwise necessary for the ongoing management and financial needs of Legacy-Avondale. Service provider shall also prepare and file the paperwork necessary that Legacy-Avondale is in good standing with the Arizona Corporation Commission, including preparing and filing the annual report.

4. Disbursements and Receipts. Service Provider shall prepare disbursements for payments owed by Legacy-Avondale and shall record and account for those disbursements in the accounting records maintained for Legacy-Avondale. For each check run prepared, at the request of Legacy-Avondale, a listing of the checks prepared will be sent to Legacy-Avondale.

Legacy-Avondale shall receive and deposit cash and checks and shall provide the information and documentation as may be necessary to enable Service Provider to record and account for those receipts in the accounting records maintained for Legacy-Avondale.

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

5. Banking and Lines of Credit. Service Provider shall establish all necessary bank accounts on behalf of Legacy-Avondale, and shall monitor and administer the same for Legacy-Avondale. Service Provider shall make a recommendation of a bank to Legacy-Avondale or the Board for approval, which approval shall not be unreasonably conditioned, delayed or denied. Both Service Provider and authorized Legacy-Avondale members shall be listed on the bank account and receive a copy of any accountings produced by the bank.

In addition, Service Provider shall determine whether Legacy-Avondale may have a need for operational financing in the form of credit cards and/or revolving lines of credit. If Legacy-Avondale has such a need, Service Provider may elect to endeavor to establish such financing with banks or other financial institutions or to make a line of credit available from Service Provider by separate agreement. All indebtedness, and any fees, costs, and interest associated with credit card, line of credit or other operational financing shall be borne solely by Legacy-Avondale.

6. Internal Audit. Service Provider agrees to provide certain internal audit functions to Legacy-Avondale, including unannounced visits to the School to perform procedures to monitor and train Legacy-Avondale personnel related to cash handling procedures, student attendance records, and other matters as determined by Service Provider. The results and findings of those procedures shall be communicated to the executive level of Service Provider, which shall report significant results and findings to the Board. At all times the Board shall have the right to direct and oversee, at Legacy-Avondale's own cost, these internal audit procedures and the results thereof.

7. Audits and Taxes. Service Provider, with input from Legacy-Avondale, shall retain a third party auditing firm on behalf of Legacy-Avondale to audit the financial statements of Legacy-Avondale on an annual basis, the cost of which shall be borne solely by Legacy-Avondale. Service Provider and Legacy-Avondale shall cooperate with each other to provide all necessary information to the auditing firm in order to complete the annual audit. Service Provider shall ensure that all required income, property and sales tax returns are prepared, paid and filed in a timely manner. Fees and taxes for preparation of such tax returns shall be borne solely by Legacy-Avondale, who shall also reimburse Service Provider for any fees or costs actually incurred by Serviced Provider.

8. Bond Financing. During the term of this Agreement, in the event that the Board decides to pursue bond financing for the purchase of the campus property of Legacy-Avondale (whether for the initial purchase of the campus property or for the refinancing of existing bonds), Service Provider shall select and initiate contact with the necessary parties for bond financing (bond underwriter, attorneys, etc.), coordinate with those parties, and prepare and provide all necessary information in order to close the bond financing (the “Bond Financing Services”). In consideration for the Bond Financing Services, Legacy-Avondale agrees to pay to Service Provider a fee (the “Bond Administration Fee”). The Bond Administration Fee will be One Hundred Thousand Dollars (\$100,000). If Legacy-Avondale’s bond financing is issued together with bond financing for other Legacy Traditional campuses, the Bond Administration Fee will be Legacy-Avondale’s pro-rata portion of the sum of One Hundred Thousand Dollars (\$100,000) for the first campus plus Fifty Thousand Dollars (\$50,000) for each additional campus included in the bond financing. As an example, if Legacy-Avondale obtains bond financing for Legacy-Avondale together the bond financing of two other Legacy Traditional campuses at the same time, Legacy-Avondale’s Bond Administration Fee to Service Provider would be equal to Sixty-Six Thousand Six Hundred and Sixty-Seven Dollars (\$66,667) (\$200,000 divided equally among the three campuses in the bond financing). The Bond Administration Fee shall be paid in full at bond closing.

M. Human Resources. Service Provider shall assist Legacy-Avondale and make recommendations to Legacy-Avondale related to the identification, interviewing, selecting, hiring and supporting of all personnel necessary to operate the School. A hiring chart has been attached hereto as Exhibit “B” and is incorporated by reference herein such services shall include, but not limited to, the following:

1. Employment Decisions. Service Provider shall make recommendations to Legacy-Avondale and/or the Board, who agree to take all necessary actions to identify, interview, hire and, when necessary, assist in terminating qualified teachers, paraprofessionals, administrators and other personnel, staff members, Key Administrative Staff Members and education professionals for employment positions at the School. The Service Provider’s role in all employment decisions, including hiring and termination, is purely advisory. The Board or a School employee so authorized by the Board has sole authority to approve or deny requests from School certified staff (e.g., teachers) to terminate any employment contract prior to the expiration of such contract.

2. Staffing. Service Provider shall determine and make recommendations to Legacy-Avondale and the Board regarding the necessary staffing needs and decisions, and shall inform the Board of such recommendations regularly.

3. Health Care and Retirement Benefit. Service Provider shall coordinate, facilitate, obtain and administer all benefit programs to School employees for and on behalf of Legacy-Avondale. Service Provider shall, in good faith, seek the most cost effective benefit plan that shall allow Legacy-Avondale to attract competent and qualified teachers and employees. Service Provider shall identify and provide private health insurance and 401(k) and/or similar retirement plans. Such plans shall be administered by a third party selected by Service Provider in its sole discretion. Additional costs for the administration of such plans shall be provided by Service Provider in writing to Legacy-Avondale or the Board for its approval, and borne solely by Legacy-Avondale.

4. Substitutes and Vacancies. Legacy-Avondale has a duty to continuously operate the School without interruption or delay. If any Key Administrative Staff Member position is vacant for any other reason than paid time off, Service Provider may elect to provide, at no additional charge and at its sole discretion, a temporary substitute to fill such role and provide support for up to four (4) days to help ensure the School is operated without interruption or delay. However, in the event one or more of a Key Administrative Staff Member position is vacant and not filled for five (5) or more cumulative days during any fiscal year (beginning July 1st and ending on June 30th of the following year), and if Service Provider determines that a substitute is needed for successful operation of Legacy-Avondale, Service Provider shall provide written notice to Legacy-Avondale or the Board of such determination, and unless the Board elects otherwise, Service Provider may elect to provide a substitute Key Administrative Staff Member and charge Legacy-Avondale for the cost of such (starting on the fifth cumulative day) at a rate of \$500 per day. “Key Administrative Staff Member” includes, but is not limited to, the School’s principal, vice principal, instructional coach, and any other employee or staff member expressly designated as such from time to time by Service Provider.

In the event any Legacy-Avondale employee, other than a Key Administrative Staff Member, is absent (whether for paid time off or for any other reason), Legacy-Avondale is solely responsible for providing for necessary substitutes to fill such vacancies. Legacy-Avondale may elect to have Service Provider provide a substitute at a rate of \$25/hour.

Legacy-Avondale and/or the School principal shall give timely and reasonable notice to Service Provider of all scheduled vacancies prior to any vacancy. In such notice, Legacy-Avondale and/or the School principal will notify Service Provider of its intent to obtain a substitute or otherwise fill the vacancy. Any costs associated with the School’s filling of a vacancy without using the services of Service Provider shall be borne solely by Legacy-Avondale.

5. Compliance. Service Provider shall develop and make recommendations to Legacy-Avondale to assist Legacy-Avondale in executing human resource policies and procedures, termination support, and DOL and ADA compliance policies in accordance with local, state and federal rules and requirements for employees. Ultimately, Legacy-Avondale is solely responsible to ensure compliance with all applicable local, state, and federal laws.

6. Termination of Legacy-Avondale Employees and Personnel. Service Provider may, from time to time, make recommendations to Legacy-Avondale and the Board concerning the termination of any Legacy-Avondale employee. However the Board and/or the School principal shall make the ultimate decision to terminate any employee. The School principal shall make (and Board confirm) the decision to terminate any School employee besides the School principal. The Board itself shall make the decision to terminate the School principal. Legacy-Avondale, the Board and/or the School principal shall provide notice of termination to Service Provider prior to terminating a School employee or, in the event of an emergency termination that acts to immediately terminate any School employee, notice of termination to Service Provider as soon as possible after the termination of such employee.

After receiving notice of the termination of any Legacy-Avondale employee, Service Provider shall prepare, process and file any paperwork associated with the termination of a Legacy-Avondale employee and shall arrange for the provision of any post-termination benefits

that may be required by law or by contract to be offered to such employee by Legacy-Avondale (i.e., COBRA health insurance).

N. Information Systems Support. Service Provider shall provide information systems support to Legacy-Avondale including, but not limited to the following:

1. Infrastructure and Equipment. All software, computer and network equipment costs shall be borne solely by Legacy-Avondale. Service Provider, however, shall install, manage and maintain the School's computer, software and network infrastructure and shall be on call during regular business hours to respond to computer or network-related issues. Service Provider shall provide basic training to teachers and administrators concerning the information system.

2. Student Information Systems. Service Provider shall provide, implement and manage the School's student information system either in house or by arranging for the School to be hosted by a software provider, the cost of which shall be borne by Legacy-Avondale. The student information system shall provide parents with real-time access to grades, attendance and schedules. The student information system shall also be capable of generating reports required by the state of Arizona. All electronic information shall be the property of Legacy-Avondale, and Service Provider agrees to keep the information strictly confidential. Ongoing access fees, use fees, and license fees shall be borne by Legacy-Avondale.

O. Facilities Management. Service Provider shall provide facilities support to Legacy-Avondale. The following services are included in this support:

1. Facilities Maintenance. Service Provider shall assist Legacy-Avondale to identify and interview qualified professionals in the areas of custodial, grounds keeping and facility maintenance services and shall make recommendations to Legacy-Avondale and the Board regarding the hiring of the same. Service Provider shall support Legacy-Avondale facilities, grounds and maintenance employees in maintaining all grounds and facilities of the School to a reasonable standard consistent with the level of services normally provided to and generally accepted by public and charter schools in the Phoenix metropolitan area.

Service Provider shall obtain Board or Principal approval prior to undertaking any Major Projects. "Major Projects" are defined as facility-related additions or modifications that meet both of the following criteria: 1. the total proposed cost of such project is equal to or greater than \$50,000; and 2. the cost is not part of the School's approved budget for that fiscal year. Additionally, the School and Service Provider shall consult together prior to undertaking facilities modifications, to: 1. ensure that such proposed modifications are consistent with the Service Provider's brand, image, and IP and the rules, regulations, policies and procedures, Build Preferences/Standards, Building Specifications, and Facilities Modification Process recommended by Service Provider, which have been previously approved by the Board, and 2. to assist the School in ensuring that all safety considerations are taken into account.

2. Training. Service Provider shall provide custodial, grounds and maintenance training to all facilities personnel at Legacy-Avondale.

3. Use of Equipment and Labor. Service Provider may, from time to time, rent to Legacy-Avondale some or all of the facilities and grounds keeping equipment for the

operation and upkeep of the campus. Such rental services shall be charged at a rate commensurate with local market rental charges.

Service Provider and Legacy-Avondale acknowledge that Legacy-Avondale may hire outside professional vendors to assist with facilities and/or grounds keeping-related work that Legacy-Avondale cannot otherwise complete by itself. Similarly, Legacy-Avondale may hire Service Provider to complete such work, the costs of which shall be charged at a rate commensurate with local market labor charges.

4. Policies and Procedures. Service Provider shall develop and recommend to Legacy-Avondale for approval by the Board, facilities policies and procedures in compliance with local, state and federal rules and requirements.

P. Food Services. Service Provider shall assist Legacy-Avondale in providing breakfast, lunch and a la carte food items for purchase by students, staff, and parents through training and process implementation. The Service Provider shall help assure that food shall be prepared and served in accordance with all applicable local, county state and federal laws and regulations. Service Provider shall assist Legacy-Avondale in providing for the School's needs by providing the following services:

1. Training. Service Provider shall provide training to all food service personnel at the School.

2. Collection of Payment. Service Provider shall assist the School in collecting payment for prepared food. Service Provider shall provide, implement and manage Legacy-Avondale's payment and nutritional information systems. Any ongoing usage fees for such software shall be borne solely by Legacy-Avondale.

3. Food Service Employment. Service Provider shall interview qualified candidates and shall make recommendations to Legacy-Avondale and the Board regarding the hiring of all food service personnel that shall be employed by Legacy-Avondale. Service Provider shall also train and assist with the supervision of all such employees.

4. Kitchen Facilities. Service Provider shall ensure that all kitchen facilities follow applicable local, county, state and federal health regulations governing food preparation, cleaning and servicing of kitchen for daily use. Legacy-Avondale shall be responsible for equipment maintenance and replacement. Additionally, Service Provider shall maintain any and all licenses needed for daily operation of food services, the cost of which shall be borne solely by Legacy-Avondale.

5. Use of Equipment and Labor. Service Provider may, from time to time, rent to Legacy-Avondale food preparation equipment. Such rental services shall be charged at a rate commensurate with local market rental charges.

Service Provider and Legacy-Avondale acknowledge that Legacy-Avondale may hire outside professional vendors to assist with food preparation that Legacy-Avondale cannot otherwise complete by itself. Similarly, Legacy-Avondale may hire Service Provider to complete such work.

6. Policies and Procedures. Service Provider shall develop and recommend to Legacy-Avondale or the Board for approval, food preparation, service, and cleaning policies and procedures in compliance with applicable local, county, state and federal rules and requirements.

Q. Board of Director Meetings. Service Provider shall attend periodic Board meetings as directed by the Board and shall recommend the agenda and action items to the Board prior to such meetings in order to comply with state open meeting laws. Ultimately, Legacy-Avondale is solely responsible to ensure compliance with all applicable local, state, and federal open meeting laws.

R. Government Accountability. Service Provider shall complete and timely submit local, state and federal reports as required to comply with all state and federal laws applicable to charter schools in Arizona.

6. COMPENSATION FOR ONGOING SERVICES. In return for providing the Ongoing Services provided by Service Provider, Legacy-Avondale shall pay to Service Provider an annual fee in an amount equal to One Thousand Thirty Dollars (\$1,030) per student enrolled at the School (the “Management Fee”). After the initial year of the Agreement, the Management Fee shall be increased by two percent (2%) each subsequent year during the Term of the Agreement. In order to determine the students “enrolled” at the School, the number shall be equal to the average number of students enrolled during the first 100 days of the School calendar (the “100th Day”). Legacy-Avondale agrees to pay the Management Fee to Service Provider beginning on July 1, 2015, and on or before the fifth (5th) day of each month thereafter an amount equal to one-twelfth (1/12) of the Management Fee. Because the actual average number of students enrolled through the 100th Day is not known until after the 100th Day, Service Provider will use the most current enrollment data reported to the state of Arizona to calculate the monthly Management Fee payment due to be paid by Legacy-Avondale. As a result, until the 100th Day enrollment is known, the monthly management fee payments will be adjusted each month until the 100th Day, at which point the Management Fee for the year will be adjusted so that the remaining payments will add up to the total Management Fee as calculated pursuant to this paragraph.

All costs identified above as being borne by Legacy-Avondale are costs Legacy-Avondale shall pay in addition to the Management Fee. As applicable, Service Provider shall deliver to Legacy-Avondale an invoice including additional and reimbursable costs owed to Service Provider. Legacy-Avondale shall pay the full amount reflected on the invoice within thirty days of the date listed on the invoice.

7. ADDITIONAL SERVICES. As referenced in this Agreement, certain additional services provided by Service Provider outside of the Ongoing Services may be recommended by Service Provider for approval by Legacy-Avondale or the Board. The costs for the additional services, after approval by Legacy-Avondale or the Board, shall be charged separately to Legacy-Avondale. Such examples include, but are not limited to: equipment rentals, labor, legal expenses, recurring software expenses, and print/marketing materials. Furthermore, additional service not included within the scope of this Agreement may be provided upon request by Legacy-Avondale with fees negotiated as needed on a per-service basis. Additional services may include the engagement of third party professionals or other consultants for which Legacy-Avondale agrees to reimburse or otherwise compensate Service Provider for such services.

Legacy-Avondale agrees to pay all charges for services provided by Service Provider within 30 days after receipt of any invoice or statement from Service Provider. These additional services shall not be considered Ongoing Services that Service Provider shall provide as part of its duties under this Agreement. Legacy-Avondale recognizes, however, that Service Provider possesses the time, expertise, negotiating power and the ability to procure such additional services beyond the time, expertise, negotiating power and ability available to Legacy-Avondale. In procuring such reimbursable additional services, Legacy-Avondale is exercising and utilizing its time, expertise, negotiating power and ability, which in and of itself is a valuable service provided for Legacy-Avondale.

8. SERVICES NOT PROVIDED. Service Provider shall only be responsible for providing the services set forth in this Agreement. Legacy-Avondale and Service Provider may enter into separate agreements for the provision of services not expressly listed or referenced in this Agreement. The following services are expressly excluded from this Agreement: (i) real estate development; (ii) real estate project management; (iii) initial project financing (excluding bond financing); (iv) real-estate brokerage; and (v) construction management.

9. REIMBURSEMENT OF SCHOOL EXPENSES. As set forth in this Agreement, Legacy-Avondale agrees to reimburse Service Provider for any expenses that may be paid by Service Provider that are the responsibility of the School or Legacy-Avondale. Legacy-Avondale agrees to pay all reimbursements owed to Service Provider within 30 days after receipt of any invoice or statement from Service Provider.

10. FINANCIAL AND STUDENT RECORDS. All financial records and educational records, including student records, are records of the School and shall be maintained by Legacy-Avondale in a reasonably accessible electronic and/or physical form and in accordance with any and all applicable laws. Service Provider shall adhere to all federal and state laws and regulations protecting the confidentiality of student records including but not limited to the provisions of the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Amendment ("PPRA") and the applicable state freedom of information and/or open records laws. Legacy-Avondale hereby designates the employees and managers of the Service Provider as "other school officials" and agents of Legacy-Avondale, as having a legitimate educational interest in the School, and as acting as a contractor providing institutional services and functions solely for the purpose of entitling such persons access to education records under FERPA 20 U.S.C. §1232g and 34 C.F.R. § 99.31. Service Provider shall also assist Legacy-Avondale in making any additional disclosures to other schools within Service Provider's management in accordance with 34 C.F.R. §§ 99.31 through 99.39. Notwithstanding the foregoing, Service Provider can only use the information for purposes within the scope of the agreement and no other purposes. Upon termination of this Agreement, the Service Provider shall have the right to make copies of all financial and educational records, to the extent permitted by law, and shall also have the right to engage an independent audit firm to complete an audit, in accordance with Generally Accepted Accounting Principles ("GAAP"), and Legacy-Avondale shall comply with all reasonable requests. The cost of such an audit shall be borne by Service Provider.

11. INTEREST. In the event Legacy-Avondale fails to pay any fee, cost, expense, or reimbursement due to Service Provider, and unless otherwise stated in this Agreement, all unpaid amounts shall be subject to an interest charge at an annual rate equal to the greater of the following: (1) the prime rate (or similar rate) as published in the Wall Street Journal plus five percent (5%) or (2) ten percent (10%).

12. TERM OF THE AGREEMENT. This Agreement shall be effective as of July 1, 2015 (the “Effective Date”). Unless otherwise restricted by state law or earlier terminated as provided herein, the initial term of this Agreement is for a period of five (5) years, with each year being defined as the beginning and end of the School’s fiscal year.

Unless otherwise restricted by local, state or federal law or earlier terminated as provided herein, the initial term of this Agreement shall commence on the Effective Date and shall terminate on the fifth anniversary of the Effective Date. The term may be extended for up to two additional five (5) year periods upon written approval by the Board at least one hundred eighty (180) days prior to the termination of the current term.

13. BOARD AUTHORITY. Notwithstanding any provision contained herein, Service Provider acknowledges and agrees that Legacy-Avondale is and shall be governed by its Board, which is responsible for overseeing all of Legacy-Avondale’s operations, in addition to the term found in this Agreement. The Board hereby authorizes and directs the Key Administrative Staff Members to make decisions, take actions and grant the approvals contemplated in this Agreement on behalf of Legacy-Avondale. Nothing in this Agreement shall be construed to interfere with the Board’s authority and duty to exercise its statutory, legal, contractual and fiduciary responsibilities. The Board has, and shall retain, the right to request, accept, and apply for any services, equipment, or goods provided or offered by Service Provider.

14. PUBLIC RELATIONS. In addition to the Ongoing Services set forth above, Legacy-Avondale hereby engages Service-Provider to exclusively manage all media and public relations on the School’s behalf. Any statements, quotes, interviews, or social media drafted by Legacy-Avondale must be submitted to Service Provider prior to the publication of the same and Legacy-Avondale shall agree to make any reasonable revisions proposed by Service Provider to the same. To the extent feasible, all requests for a quote, statement, or interview concerning the School shall be referred by Legacy-Avondale to Service Provider who, at their sole discretion, shall decide whether to provide such quote, statement, or interview and what individual(s) shall provide the quote, statement, or interview.

15. REPRESENTATION, WARRANTIES AND COVENANTS OF SERVICE PROVIDER.

Service Provider represents and covenants that:

A. It is a duly organized limited liability company in good standing and is legally authorized to conduct business in the State or Arizona.

B. To the best of its knowledge, Service Provider has the right and authority under Arizona law to fulfill the obligations and execute the terms of this Agreement and shall do so in a manner consistent with all federal, state, county and local laws, rules and regulations pertaining to Service Provider’s performance under this Agreement.

C. The Service Provider warrants that the services it provides shall be performed by adequately trained persons in a professional and workmanlike manner.

D. There are no pending or threatened actions, suits, or proceedings of any type whatsoever affecting Service Provider or Service Provider's ability to execute, deliver and perform with respect to this Agreement except as has been disclosed to Legacy-Avondale.

16. REPRESENTATION, WARRANTIES AND COVENANTS OF LEGACY-AVONDALE.

Legacy-Avondale represents and covenants that:

A. To the best of its knowledge, Legacy-Avondale has the right and authority under Arizona law to contract with Service Provider and fulfill the obligations and execute the terms of this Agreement and is not in breach of contract with the Arizona State Board for Charter Schools by entering into this Agreement.

B. Legacy-Avondale is authorized to contract with Service Provider.

C. There are no pending or threatened actions, suits or proceedings of any type whatsoever affecting Legacy-Avondale or its ability to execute, deliver and perform with respect to this Agreement.

D. Legacy-Avondale shall provide written notice to Service Provider within twenty (20) days of the enactment of any changes to its charter contract or corporate structure.

E. Legacy-Avondale and its Board shall authorize the School principal or other School employee to take all actions necessary to fulfill the obligations of the School as contained in this Agreement and to comport itself in accordance with any policies, procedures, rules or regulations as may be recommended by Service Provider and adopted by the Board throughout the duration of this Agreement.

17. INTELLECTUAL PROPERTY. As part of the services provided pursuant to this Agreement, Legacy-Avondale acknowledges that Service Provider shall provide its Intellectual Property for limited, non-exclusive use by Legacy-Avondale. So long as this Agreement is in effect, Legacy-Avondale, along with its employees and personnel, shall have a limited, non-exclusive license to use, scan, upload or download and reproduce such Intellectual Property for purposes directly related to School operations. Legacy-Avondale, along with its employees and personnel, may not sell, rent, license, use, claim title to or ownership of, or otherwise disseminate Service Provider's Intellectual Property to any other person or entity or use the Intellectual Property for any other purpose than School operations as contemplated herein without the express written consent of Service Provider.

For purposes of this Agreement, "Intellectual Property" shall mean all tangible and intangible rights associated with works of authorship, whether original or reproduced by Service Provider or any other individual or entity, that is originally authored, originated, discovered and invented by Service Provider or licensed to Service Provider, regardless of whether the same have been registered, copyrighted, trademarked, or patented with the United States Copyright Office, the United States Patent and Trademark Office, or the State of Arizona. Intellectual Property shall include, but is not limited to, all copyrights, moral rights, neighboring rights, and derivative works thereof, trademarks and trade name rights, trade secret rights, and all curriculum, worksheets, textbooks, internet and digital documents, online, audio or video media,

recordings, materials, handbooks, models, logos, signage, slogans, training materials, digital content authored and techniques created, originated, discovered, invented by or licensed to Service Provider, and the name “Legacy Traditional School” and any marks, logos, designs or derivatives associated with or incorporating the name “Legacy Traditional School” or any part of such name. Intellectual Property shall exclude any form, document, or other material prepared by Service Provider on Legacy-Avondale’s behalf and required by law to belong to Legacy-Avondale. By way of example only, excluded items would be School budgets, payroll and employee information and documentation, audit materials, and tax information.

Service Provider shall have and retain all right, title and interest in and to Intellectual Property, both the originals and any and all copies made thereof, and shall retain the right to sell, assign or otherwise transfer any right, title or interest in such Intellectual Property and all rights to apply for, register, obtain and own any and all copyrights, trademarks, service marks, trade names, patents and/or other exclusive or proprietary registrations or forms of ownership. Use of the Intellectual Property shall be subject to and in accordance with the policies, procedures, rules or regulations as may be adopted by Service Provider throughout the duration of this Agreement and as may be amended from time to time (all such policies, procedures, rules and regulations are incorporated by reference herein). Further, if Service Provider deems that the use of any Intellectual Property by Legacy-Avondale conflicts with the intent of such policies, Service Provider may elect to provide written notice to Legacy-Avondale, and Legacy-Avondale shall comply the requirements of such notice within 30 days. A failure to comply with such notice shall be considered a breach of this Agreement.

While Legacy-Avondale has the authority under this Agreement to use and modify the Intellectual Property for School operations purposes only, Legacy-Avondale hereby unconditionally and irrevocably transfers and assigns any right, title and interest to Service Provider as an essential part of the consideration for this Agreement to any Intellectual Property described herein, as may be modified or amended, and, upon request, shall execute a written instrument for the purpose of waiving its rights, if any, to attribution for any of Service Provider’s Intellectual Property under Section 106A(a) of The Copyright Act of 1976 (17 U.S.C. Sec. 101 et. seq.) or any succeeding law. Legacy-Avondale also acknowledges that its use of Service Provider’s Intellectual Property furnished pursuant to this Agreement shall not give rise to any fair-use exemption to continue using Service Provider’s Intellectual Property without its license and permission.

Upon the termination of this Agreement, Legacy-Avondale shall surrender and return all Intellectual Property, both originals and copies of the same, to Service Provider as provided in this Agreement. Legacy-Avondale agrees to take all actions necessary to remove all building signage and modify the School’s name, logos, and all other items so as not to utilize the Intellectual Property no later than thirty (30) days after termination of this Agreement. Legacy-Avondale must not retain any Intellectual Property following the termination date of this Agreement. Legacy-Avondale’s obligation to surrender, return, and remove the Intellectual Property, and each of the other obligations in this Section shall survive the termination of this Agreement. Service Provider and Legacy-Avondale shall schedule a walk-through of the School property within forty five (45) days after termination of this Agreement (but after the return of all Intellectual Property) to ensure that the removals and modifications have been completed as required by this Agreement.

Notwithstanding the termination of this Agreement, if Service Provider determines that the removals and modifications have not been completed within the required time period, Legacy-Avondale shall be subject to a monthly charge equal to fifty percent (50%) of the monthly Management Fee that would otherwise be due and payable if the Agreement were in full force and effect. Such charge shall continue to accrue each month until the Intellectual Property has been returned and removed from the School and may be collected by Service Provider as liquidated damages in the event of the filing of any lawsuit or alternative dispute resolution procedures related to this provision of the Agreement.

18. TERMINATION.

This Agreement may terminate upon the occurrence of any of the following events as provided below:

A. If either party provides written notice of its intent to terminate the Agreement at least one hundred eighty (180) days prior to the end of the term of the Agreement.

B. If the State legislature or any other source of public funding fails to appropriate funds for the operation of charter schools in the State. In such an event, this Agreement shall terminate on the last date that funds are appropriated for the operation of charter schools.

If Legacy-Avondale's Charter Contract is revoked or not renewed by the State, this Agreement shall terminate on the date the Charter Contract expires or on the date of revocation, as applicable.

C. If Legacy-Avondale commits any breach or Default (as defined below), and such breach or Default remains uncured after end of the Cure Period, Service Provider may elect to immediately terminate the Agreement, which termination shall be effective upon delivery of written notice to Legacy-Avondale.

D. If Service Provider breaches or defaults on any rights or responsibilities owed pursuant to the terms of this Agreement, and such breach or default remains uncured after end of the Cure Period, Legacy-Avondale may elect to immediately terminate the Agreement, which termination shall be effective upon delivery of written notice to Service Provider, or to waive such Service Provider Default, and continue receiving services from and utilizing the Intellectual Property provided by Service Provider in consideration for its fulfillment of each of the duties and obligations provided for in this Agreement through the end of the current fiscal year.

Any termination for cause shall be effected by written notice of termination to the other party. In the event that any party files suit to challenge or enforce termination, and unless otherwise mutually agreed upon in writing by the parties hereto, this Agreement shall remain in full force and effect until a final resolution via mediation, arbitration, settlement, or judgment in trial court is obtained.

Upon termination of this Agreement, and unless otherwise provided above, Service Provider shall have the right to discontinue provision of any and all services immediately and without further notice. In such event and without further notice, Service Provider shall also

cancel, terminate, disconnect and discontinue all: (i) marketing programs; (ii) professional training programs and events; (iii) right to collaborate with any other school managed by Service Provider; (iv) Board training or recruiting programs and events; (v) board/staff gatherings, programs and events; (vi) other assistance; and (vii) revoke the right and license to use any and all Intellectual Property belonging to Service Provider. The parties shall also cooperate to arrange for the termination of any other agreements that may exist between the parties hereto. If no alternative arrangement is reached, the non-breaching or defaulting party may terminate any other agreements that may exist between the parties hereto in accordance with the termination provisions contained in such separate agreements. Moreover, Service Provider shall cause all direct loan funding, lines of credit, or other financial aid to cease as of the date of termination unless otherwise required by separate contract, local, county, state or federal law. Further, upon termination, Legacy-Avondale shall, within thirty (30) days, discontinue the use of the immediately surrender all Intellectual Property and other materials or goods belonging to Service Provider, in whatever form, to Service Provider, and arrange for a walk-through to confirm the termination of such use within forty-five (45) days of such termination. Upon termination of this Agreement, and unless otherwise provided above, Legacy-Avondale shall also immediately discontinue the use of any Intellectual Property, materials, or goods and any copies or backups of the same that belong to Service Provider.

19. INSURANCE. At all times during the Term of this Agreement, each party shall procure and maintain adequate insurance coverages for liability and property loss with limits commensurate for charter schools in Arizona, as well as worker's compensation insurance in compliance with federal, state and local law. Legacy-Avondale shall comply at all times with A.R.S. §15-183(M).

20. FORCE MAJEURE. Except for payment of amounts due, neither party shall be liable for failure to perform solely for reasons beyond the reasonable control of such party which reasons are generally being encountered at the time in other charter schools in Arizona, including, without limiting the generality of the foregoing, Acts of God, unavoidable casualty, strikes, lockouts or labor problems, governmental preemption, except as set forth in Section 18, laws, conditions of supply and demand which have been or shall be affected by war or other emergency or general market conditions or otherwise, any similar unforeseen event that renders performance commercially implausible.

If an event of force majeure occurs, the party injured by the other party's inability to perform may elect one of the following remedies: (a) to terminate this agreement in whole or in part; or (b) to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances. Notwithstanding the foregoing, until notice of the injured party's election pursuant to this paragraph is provided to the party experiencing force majeure circumstances, the obligation of each party to perform and comply with all of the other covenants and agreements hereunder on its part to be performed or complied with, shall not be affected or excused. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party, which may include locating and arranging substitute services if necessary.

21. MUTUAL NON-DISPARAGEMENT. Both parties to this Agreement agree that neither party shall make or cause to be made any statements, including, but not limited to, communications made electronically, orally or written, to third parties that disparage, are inimical to, damage the reputation of, or which in any manner may interfere with the personal or business

affairs or relations of the other party or their attorneys. The parties hereto understand and agree that this non-disparagement provision extends to any newspapers, television programs, blogs, tweets, postings or other communications on internet message boards or social media websites.

22. DEFAULT; ALTERNATIVE DISPUTE RESOLUTION.

A. In the event Legacy-Avondale defaults on any obligation required by this Agreement or otherwise fails to perform any duty contained herein, including the duty to make all required payments in a timely manner or in the event of the filing by or against Legacy-Avondale of a petition to have Legacy-Avondale adjudged bankrupt, or a petition for reorganization or arrangement relating to any bankruptcy law (a “Legacy-Avondale Default”), Service Provider shall send written notice of such Default and Legacy-Avondale shall have thirty (30) calendar days after the receipt of such notice to cure such Default (the “Cure Period”). In the event Legacy-Avondale fails to cure such Default within the Cure Period, Service Provider has the right to terminate the Agreement pursuant to Section 18. Notwithstanding such termination, Legacy-Avondale agrees to pay to Service Provider, and Service Provider is entitled to recover, all amounts due and owing to it, as well as any amounts or fees it would have otherwise been entitled to for the remainder of the Agreement term.

B. In the event Service Provider fails to perform any obligation or duty required by this Agreement Legacy-Avondale or the School or in the event of the filing by or against Service Provider of a petition to have Service Provider adjudged bankrupt, or a petition for reorganization or arrangement relating to any bankruptcy law (a “Service Provider Default”), Legacy-Avondale shall send written notice of such Default and Service Provider shall have thirty (30) calendar days after the receipt of such notice to cure such Default (the “Cure Period”). In the event Service Provider fails to cure such Service Provider Default within the Cure Period, Legacy-Avondale has the right to terminate the Agreement pursuant to Section 18.

C. Dispute Resolution. In the event that any dispute arises relating to this Agreement between Service Provider and Legacy-Avondale, the parties agree to first submit the dispute to non-binding arbitration. The foregoing agreement to arbitrate shall be specifically enforceable under prevailing arbitration law.

The parties hereto shall mutually agree to retain one arbitrator to hear the dispute. The arbitration shall take place in Chandler, Arizona and in accordance with the rules promulgated by the American Arbitration Association in place at the time of such dispute. If the parties cannot agree to one arbitrator, each party hereto shall retain an arbitrator, and those arbitrators shall agree on a third arbitrator. The dispute shall then go before the three arbitrators.

The parties hereto shall pay the total fees and costs incurred in arbitration evenly, unless a three-arbitrator panel is utilized in which case each party shall be individually responsible for the fees associated with their selected arbitrator and shall divide all other costs and fees evenly.

Each party shall bear their own costs and attorneys’ fees incurred in arbitration and the arbitrator shall not award attorneys’ fees and costs associated in arbitration to any other party.

23. **AMENDMENTS.** This Agreement may not be altered, amended, or modified in any way except by a written document that makes explicit reference to this Agreement that is signed and dated by all parties to this Agreement.
24. **NO THIRD PARTY BENEFICIARY RIGHTS.** This Agreement is not intended to create any rights of a third party beneficiary, whether a constituent of Service Provider or otherwise.
25. **ENTIRE AGREEMENT.** This Agreement constitutes the full, entire and complete agreement between the parties hereto. All prior representations, understandings and agreements are superseded and replaced by this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual, written consent of the parties. Any substantial amendment to this Agreement shall require approval of the Board.
26. **WAIVER.** No Waiver or provision of this Agreement shall constitute a waiver of any other provision of the Agreement, nor shall a waiver constitute an ongoing waiver, unless otherwise expressly stated.
27. **SEVERABILITY.** If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that determination shall not affect any other provision of this Agreement and all such provisions shall remain in full force and effect.
28. **GOVERNING LAW.** The laws of the State of Arizona shall govern this Agreement and any legal determination of rights, duties and remedies of the parties arising from a dispute related to the Agreement. The courts located in Maricopa County, Arizona shall have jurisdiction over any dispute arising out of this Agreement.
29. **ASSIGNMENT.** Neither party may assign this Agreement to another party without the prior written consent from the other party. Notwithstanding the foregoing, Service Provider may delegate the performance of, but not the responsibility for, specific portions of this Agreement to qualified third party contractors, professional service providers or experts, subject to Legacy-Avondale's approval, which approval shall not be unreasonably withheld.
30. **SUCCESSORS.** This Agreement shall inure to the benefit of the respective successors and assigns of Service Provider and Legacy-Avondale.
31. **INDEMNIFICATION.** Legacy-Avondale agrees to indemnify, defend, save and hold harmless Service Provider, and its directors, officers, employees, agents and other representatives from and against any and all manner of loss, cost, expense (including attorneys' fees and other costs and expenses of litigation, defense and appeal), damage, injury, liability, claims, actions and causes of action whatsoever arising from or in any way related to Legacy-Avondale's: (i) own negligent or willful acts or omissions; (ii) breach of this Agreement; or (iii) operation of its own business.

Service Provider agrees to indemnify, defend, save and hold harmless Legacy-Avondale and its directors, officers, employees, agents and other representatives from and against any and all manner of loss, cost, expense (including attorneys' fees and other costs and expenses of litigation, defense and appeal), damage, injury, liability, claims, actions and causes of action whatsoever arising from or in any way related to Service Provider's: (i) own negligent or willful

acts or omissions; (ii) breach of this Agreement; or (iii) operation of its own business related to the School.

The indemnification obligations contained in this Section shall survive the termination of this Agreement.

32. NOTICE. Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, electronic mail (“Email”) or by facsimile transmission, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

If to Legacy-Avondale: Legacy Traditional School-Avondale
3201 12320 West Van Buren
Avondale, AZ 85323
Attention: Nathan Schlink
Telephone: 480-270-5438
Fax: 480-365-0502
Email: nathanschlink@msn.com

If to Service Provider: CFE Management Group LLC
3201 W Gilbert Road, Bldg A
Chandler, Arizona 85286
Attention: Aaron Hale
Telephone: 480-270-5438
Email: aaron.hale@cfemg.com

33. HEADINGS. The headings in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of the Agreement and shall not be considered in the interpretation of the Agreement or any provision hereof.

34. ADEQUATE CONSIDERATION. Each party hereto acknowledges that consideration for this Agreement consists only of the terms set forth in this Agreement, and agree that such consideration is fair, adequate, and substantial.

35. NO COERCION. Each party to this Agreement acknowledges that it has had the benefit of advice of competent legal counsel or the opportunity to retain such counsel with respect to its decision to enter into this Agreement. The signatures affixed to this Agreement represent that the parties are entering into this Agreement freely and without coercion by any other party or non-party hereto.

36. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Charter School Management Agreement as of the date first set forth above.

LEGACY TRADITIONAL SCHOOL, AVONDALE
an Arizona nonprofit corporation

By: 

Name: Nathan Schunk

Title: President

CFE MANAGEMENT GROUP, LLC,
an Arizona limited liability company

By: 

Name: Brandon Jones

Title: CEO

**EXHIBIT “A”
PROFESSIONAL DEVELOPMENT & TRAINING**

Title of Training / Professional Development Course or Tool	Description	Trainer	Frequency / Time of Year (Approximations)
Data Analysis	Academic Data Analysis including Standards of Concern from Previous Years Assessments	Academic Team	Fall
AzCCRS	Understanding the Arizona College and Career Ready Standards and aligning lesson plans to include them.	Curriculum / Program Coordinator	Late Fall
Learning Objectives	How to write and implement effective, high-level Learning Objectives for the classroom.	Curriculum / Program Coordinator	Early Fall
Science Fair Coordinator Training	How to plan, organize and implement a school science & engineering fair	Curriculum / Program Coordinator	October
Science Fair Parent Night Training	How to plan, organize and implement a Science Fair Parent's Informational Night event	Curriculum / Program Coordinator	October
Preparing Your Students for Science Fair	How to help your students understand the various steps of the scientific method and/or the engineering process step-by-step, and prepare for the Science Fair, through fun hands-on and easily transferable examples.	Curriculum / Program Coordinator	October
Individual Language Learner Plans	How to follow Individual Language Learner Plans for ELLs.	Program Coordinator	Early Fall
AZELLA Placement Testing	How to administer the AZELLA Placement test.	Program Coordinator	Early Fall
AZELLA Reassessment Testing	How to administer the AZELLA Reassessment test.	Program Coordinator	January
Depth and Complexity	How to incorporate Depth and Complexity in the Classroom.	Curriculum / Program Coordinator	Fall
Depth of Knowledge	Understanding the Depth of Knowledge scale and how to incorporate it in teaching.	Curriculum / Program Coordinator	Fall
Academic Vocabulary	Including Academic Vocabulary in the classroom and explicitly teaching Academic Vocabulary at each grade level.	Curriculum / Program Coordinator	Early Fall

Identifying Gifted Students	Helping teachers identify Gifted Student for screening/testing	Program Coordinator	Early Fall
Gifted Teacher Pre-Service Training	Providing information on the Roles and Responsibilities of the Gifted Teacher	Program Coordinator	Summer/prior to school year
Spelling Bee Coordinator Training	Spelling Bee Coordinators shall learn how to plan, organize and implement a school spelling bee.	Program Coordinator	October
Incorporating STEM into your classroom	How to incorporate Science, Technology, Engineering, and Mathematics in the Classroom.	Curriculum Coordinator	Fall
Introduction to Teaching Science for Elementary Teachers	Introduction to Teaching Science for Elementary Teachers is especially designed to strengthen the science subject matter background of elementary teachers using a hands-on, inquiry-oriented method of instruction. The PD emphasizes the development of fundamental concepts and reasoning skills through lecture and easy lab experiences.	Curriculum Coordinator	Fall
K-3 Literacy Plan	Prevention of reading failure should be the focus of literacy efforts, with the goal of all students reading on grade level by the end of 3rd grade. Learn how to collect, interpret, and report K-3 literacy data.	Deputy Superintendent of Academics	Early Fall
Data Folders	Access to an abundance of student data, and the availability of such data has led many to want to strengthen the role of data for guiding instruction and improving student learning. Learn how to create, maintain, and analyze student data to drive student learning and teaching.	Curriculum Coordinator	Early Fall
Student Engagement	If we are constantly monitoring the level of student engagement in our classroom we can consciously work to increase the amount of time that students are involved in learning and expect greater success in our teaching. Learn various student engagement techniques that shall increase the amount of time students in your class are engaged in instruction.	Academic Team	Fall

Validation Visits	Schools are evaluated by a team of professionals on a periodic basis (three times a year for established schools and five times a year for new schools). The team validates that the school meets various criteria and provides feedback and makes recommendations concerning future efforts to improve student performance and organization effectiveness.	Deputy Superintendent of Academics	Various point throughout the school year
Analyzing Highly Effective Teaching Practices (Best Practice Video's)	Participants shall watch best practice videos and identify the behaviors and practices that characterize highly effective teachers	Curriculum Coordinator	Early Fall
Acuity Migration	This training shall lead you through the sequence of steps that need to be completed to accomplish your goal of uploading your educator and student information into Acuity.	Curriculum Coordinator	Summer/prior to school year
SURGE & SIS Data Collection	Learn how to analyze and report district data to guide instruction and improve student learning.	Curriculum Coordinator	Early Fall
Mathematical Practice Training	The eight Standards for Mathematical Practice describe the behaviors and habits of mind of mathematically proficient students. Learn how to effectively build that bridge educators need to experience these practices and investigate the implications for classroom instruction.	Curriculum Coordinator	Late Fall
Support Plans Analysis	Participants shall collaboratively analyze and critique support plans to improve their practice of writing effective support plans.	Curriculum Coordinator	Early Fall
Bottom 25%	Access to an abundance of student data, and the availability of such data has led many to want to strengthen the role of data for guiding instruction and improve student learning. Learn how to identify your bottom 25% and how to respond to the data.	Academic Team	Early Fall
Positive Discipline	Guides teachers to deepen their understanding of theory and practice, and to enrich their use of positive discipline in their classrooms	Curriculum Coordinator	Early Fall

7 Steps of Direct Instruction	Guides administrators, teachers and coaches through the key features of a successful direct instruction implementation.	Curriculum Coordinator	Early Fall
Spalding I Review	Review of concepts covered in Spalding 1: handwriting, alphabetic principle, marking systems, rules, OPR, WPR, and spelling dictation	Curriculum Coordinator	Early Fall
Spalding II Review	Review of concepts covered in Spalding 2: syllable types and patterns, syllable division, word analysis, literary appreciation, text structure, the five mental actions of comprehension, how to help your students become accomplished writers, and how to differentiate instruction	Curriculum Coordinator	Early Fall
Oral Reading Techniques	Learn how to implement various oral reading techniques into your classroom	Curriculum Coordinator	Late Fall
Pacing/Transitions	Pacing a lesson and transitioning from one subject to another so it's nearly seamless takes expertise and practice. Learn some essential tools when it comes to pacing and transitions.		Late Fall
Effective Questioning Techniques	Thinking about the types of questions that could be asked or even preparing specific questions prior to teaching a lesson shall often lead to more effective classroom discussions. Learn how to think of thoughtful questions that encourage students to think critically about the concept being learned.	Curriculum Coordinator	Late Fall
Pacing Guides/Grade Weights	Participants shall review, analyze and implement district pacing guides and grade weights.	Curriculum Coordinator	Early Fall
Cornell Notes	Learn a great way of organizing notes so students can identify key points and actions, and recall information easily.	Curriculum Coordinator	Late Fall
PowerSchool (Attendance & Setting up Gradebook)	Participants shall receive an overview training on how to record daily attendance within the PowerSchool system and how to accurately create and maintain their Gradebook according to district guidelines.	Curriculum Coordinator	Early Fall

Google Docs Training	Participants shall receive general training on the set of productivity tools that includes the ability to create, edit, share, and collaborate, anytime, anywhere.	Curriculum Coordinator	Early Fall
Google Calendar Training	Participants shall learn about the benefits and uses of Google Calendar. Some features that shall be covered include: how to access calendars on mobile devices, how to share calendars using a variety of options, how to integrate with other Google Apps, and the ability to customize calendar views.	Curriculum Coordinator	Early Fall
Google Drive Training	Participants shall learn how to set up Google Drive, organize, find, and share files, open and preview files, and sync with your PC, Mac, or mobile devices.	Curriculum Coordinator	Early Fall
Teacher Websites Tutorial	Participants shall learn how to setup and maintain their teacher websites.	Academic Team Instructional Coaches	Early Fall
Mission & Vision	Learn how to get students, parents, and school and district staff members to demonstrate an understanding of the mission and vision and make it the premise upon which all short and long term decisions and actions are based.	Deputy Superintendent of Academics	Early Fall
Creating Effective PLC's	Participants shall explore ways to make PLC meeting more productive and student focused.	Curriculum Coordinator	Early Fall
Student Led Conferences	As student-led conferences grow in popularity, educators are finding ways to improve their flow and productivity. Learn how to prepare and practice for successful student-led conferences.	Curriculum Coordinator	Early Spring
WPR Procedures	Review Written Phonogram Procedures with Spalding teachers	Curriculum Coordinator	Early Fall
OPR Procedures	Review Oral Phonogram Procedures with Spalding teachers	Curriculum Coordinator	Early Fall
AzMerit and AIMS Science Training for School Assessment Coordinators	Learn about the rules, responsibilities, schedules, student data capture, testing administration & accommodations for the AzMERIT and AIMS Science Testing.	Program Coordinator	Prior to AzMERIT Testing

AzMerit and AIMS Science Training for Testing Administrators	Learn about the testing security, schedules, testing administration & accommodations for the AzMERIT and AIMS Science Testing.	Program Coordinator	Prior to AzMERIT Testing
Title I	Federal regulatory annual training and overview of all Title I programs, procedures, compliance, grievance and policies	Compliance	
Title IX	Federal regulatory annual training and overview of all Title IX programs, procedures, compliance, grievance and policies	HR	
CPR Training	Coordinate CPR training offered to all schools	Health Coordinator	
McKinney Vento	Federal regulatory annual training and overview of the McKinney Vento Homeless Student act, procedures, compliance, grievance and policies		
504 Training	Federal regulatory annual training and overview of section 504 of the rehabilitation act of 1973, procedures, compliance, grievance and policies	Exceptional Student Services	
SpEd Training / Overview	Federal regulatory annual training and overview of IDEA, procedures, compliance, grievance and policies	Exceptional Student Services	
FERPA/HIPPA Training	Federal regulatory annual training and overview of Family Right to Privacy Act and Health Insurance Portability Accountability Act, procedures, compliance, grievance and policies	Exceptional Student Services	
Teacher Evaluation	Teacher appraisal process training	Deputy Superintendent of Academics	
Diabetes Training Webinar	Student diabetes policies and procedures training	Health Coordinator	
Health Training	Student health and injury training	Health Coordinator	
Emergency Response Plan (Crisis Intervention)	Development, maintenance and training of the school's Emergency Response Plans	Deputy Superintendent of Academics	

Training)			
Child Find	Federal regulatory annual training and overview of Child Find programs, procedures, compliance, grievance and policies	Exceptional Student Services	
CST Process	Child Study Team training	Exceptional Student Services	
ShoreTel Phone System	School and district phone system training	IT	
School Dude	School work order training	Facilities	
Driveline	Pickup procedures training	Deputy Superintendent of Academics	
Post-Service	Facilitate a four day training session to all school administrators to conclude the academic year	Academic Team	
Pre-Service	Facilitate a four day training session to all school administrators in preparation for the academic year	Academic Team	
School events training	How to execute a public school event, including pre-planning, materials needed, timeline, day-of-event planning, and post-event	Academic Specialist Community Education Specialist	Any time
DCS Training	Department of Child Services (formally CPS) mandatory reporter annual training		Summer

EXHIBIT “B”

	<u>Screening interview</u>	<u>First interview</u>	<u>Final interview</u>	<u>Board approval</u>
Principal	n/a	CFE Academics Dept	CFE Executive Team	Prior approval of LTS Board
Assistant Principal	n/a	CFE Academics Dept	LTS Principal	Ratification of LTS Board
Instructional Coach	n/a	CFE Academics Dept	LTS Principal	Ratification of LTS Board
Elementary Teacher	CFE HR Dept	n/a	LTS Principal	Ratification of LTS Board
JH Core Teacher	CFE HR Dept	n/a	LTS Principal	Ratification of LTS Board
Computer Teacher	CFE HR Dept	n/a	LTS Principal	Ratification of LTS Board
PE Teacher	CFE HR Dept	n/a	LTS Principal	Ratification of LTS Board
Gifted Teacher	CFE HR Dept	n/a	LTS Principal	Ratification of LTS Board
Music Teacher	CFE HR Dept	CFE Academics Dept	LTS Principal	Ratification of LTS Board
Art Teacher	CFE HR Dept	CFE Academics Dept	LTS Principal	Ratification of LTS Board
Spanish Teacher	CFE HR Dept	CFE Academics Dept	LTS Principal	Ratification of LTS Board
SPED Teacher	CFE ESS Dept	n/a	LTS Principal	Ratification of LTS Board
Psychologist	CFE ESS Dept	n/a	LTS Principal	Ratification of LTS Board
Speech Therapist	CFE ESS Dept	n/a	LTS Principal	Ratification of LTS Board
KEEP Teacher	CFE HR Dept	n/a	LTS Principal	Ratification of LTS Board
Permanent Sub	CFE HR Dept	n/a	LTS Principal	Ratification of LTS Board
Health Assistant	CFE HR Dept	CFE ESS Dept	LTS Principal	Ratification of LTS Board
Secretary	CFE HR Dept	n/a	LTS Principal	Ratification of LTS Board
Campus Registrar	CFE HR Dept	CFE Compliance Dept	LTS Principal	Ratification of LTS Board
Library Assistant	CFE HR Dept	CFE Purchasing Dept	LTS Principal	Ratification of LTS Board
Food Service Manager	CFE HR Dept	CFE Food Services Dept	LTS Principal	Ratification of LTS Board
Food Service Worker	CFE HR Dept	CFE Food Services Dept	LTS Food Service Manager	Ratification of LTS Board
Food Service	CFE HR Dept	CFE Food Services	LTS Food Service	Ratification of LTS Board

Cashier		Dept	Manager	
Facilities Manager	CFE HR Dept	CFE Facilities Dept	LTS Principal	Ratification of LTS Board
Groundskeeper	CFE HR Dept	CFE Facilities Dept	LTS Facilities Manager	Ratification of LTS Board
Custodian	CFE HR Dept	CFE Facilities Dept	LTS Facilities Manager	Ratification of LTS Board
Custodial Lead	CFE HR Dept	CFE Facilities Dept	LTS Facilities Manager	Ratification of LTS Board
SPED Paraprofessional	CFE HR Dept	n/a	LTS Principal	Ratification of LTS Board
Title Paraprofessional 1	CFE HR Dept	n/a	LTS Principal	Ratification of LTS Board
Aide	CFE HR Dept	n/a	LTS Principal	Ratification of LTS Board

HR = Human Resources
ESS = Exceptional Student Services

FIRST AMENDMENT

TO

AMENDED AND RESTATED CHARTER SCHOOL MANAGEMENT AGREEMENT BETWEEN LEGACY TRADITIONAL SCHOOL-AVONDALE AND CFE MANAGEMENT GROUP, LLC

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED CHARTER SCHOOL MANAGEMENT AGREEMENT (this "First Amendment") is dated this 25th day of February, 2016, by and between Legacy Traditional School-Avondale, a duly organized and validly existing Arizona nonprofit corporation ("Legacy-Avondale"), and CFE Management Group, LLC, an Arizona limited liability company (the "Service Provider") (each referred to individually as a "Party" or collectively "Parties").

RECITALS

WHEREAS, Legacy-Avondale has entered into a contract with the Arizona State Board for Charter Schools (the "Charter School Contract") for the purpose of operating a charter school located at 12320 W Van Buren St, Avondale, Arizona 85323 (the "School") pursuant to Title 15, Chapters 1 and 7 of the Arizona Revised Statutes; and

WHEREAS, Legacy-Avondale is governed by its Board of Directors (the "Board");

WHEREAS, Legacy-Avondale entered into the Amended and Restated Charter School Management Agreement (the "Management Agreement") dated August 28, 2015, with Service Provider to ensure that the School is professionally managed and operated in accordance with the requirements of the Charter School Contract, the requirements of all state and federal laws, and the requirements of local municipal and county ordinances which may be applicable to the operation of the School or its facilities;

WHEREAS, Legacy-Avondale and Service Provider desire to amend the terms of the Original Management Agreement; and

WHEREAS, Section 23 of the Management Agreement authorizes the parties thereto to alter, amend, or modify the Management Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Legacy-Avondale and Service Provider, mutually agree as follows:

AMENDMENT

- 1. Incorporation of Recitals.** The recitals listed above are hereby incorporated into this Agreement.
- 2. Amendment.** Section 6 of the Management Agreement entitled Compensation for Ongoing Services is hereby replaced in its entirety with the following:

“6. COMPENSATION FOR ONGOING SERVICES. In return for providing the Ongoing Services provided by Service Provider, Legacy-Queen Creek shall pay to Service Provider an annual fee in an amount equal to One Thousand Thirty Dollars (\$1,030) per student enrolled at the School (the “Management Fee”). After the initial year of the Agreement, the Management Fee shall be increased by two percent (2%) each subsequent year during the term of the Agreement. In order to determine the students “enrolled” at the School, the number shall be equal to the average number of students enrolled during the first 100 days of the School calendar (the “100th Day”) plus weighted student add-on counts related to special education. Legacy-Queen Creek agrees to pay the Management Fee to Service Provider beginning on July 1, 2015, and on or before the fifth (5th) day of each month thereafter an amount equal to one-twelfth (1/12) of the Management Fee. Because the actual average number of students enrolled through the 100th Day is not known until after the 100th Day, Service Provider will use the most current enrollment data reported to the state of Arizona to calculate the monthly Management Fee payment due to be paid by Legacy-Queen Creek. As a result, until the 100th Day enrollment is known, the monthly management fee payments will be adjusted each month until the 100th Day, at which point the Management Fee for the year will be adjusted so that the remaining payments will add up to the total Management Fee as calculated pursuant to this paragraph.


All costs identified above as being borne by Legacy-Queen Creek are costs Legacy-Queen Creek shall pay in addition to the Management Fee. As applicable, Service Provider shall deliver to Legacy-Queen Creek an invoice including additional and reimbursable costs owed to Service Provider. Legacy-Queen Creek shall pay the full amount reflected on the invoice within thirty days of the date listed on the invoice.”

3. **Full Force and Effect.** Except as expressly provided in this First Amendment, all other terms and provisions contained in the Management Agreement shall remain in full force and effect.
4. **Capitalized Terms.** All capitalized terms used herein shall have the meaning ascribed to such terms as set forth in the Lease unless as otherwise defined in this Third Amendment.
5. **Counterparts.** This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. This First Amendment shall be deemed effective upon each Party’s receipt of a signed original or facsimile copy of this First Amendment from the other Party.

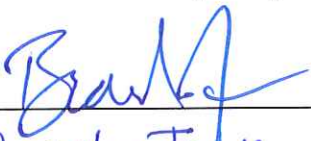
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

LEGACY TRADITIONAL SCHOOL-AVONDALE,
an Arizona nonprofit corporation

By: 
Name: Nathan Schlink
Title: President

CFE MANAGEMENT GROUP, LLC,
an Arizona limited liability company

By: 
Name: Brandon Jones
Title: CEO

Target Population and Enrollment of New School

5-1. Describe the population of the Replication Model School, including the demographic profile, academic performance of students entering the school, and distance traveled by current students. The demographic profile shows a healthy blend of race and ethnicity at LTS- Avondale. Over 85% of LTS-Avondale students reside within a 10-mile radius of the campus and within the Littleton Elementary School District (LESD). To determine the academic performance of students entering the school, an examination of Littleton Elementary School District's 2016SY AZ Merit/AIMS Pass Rate (PR) results in comparison to AZ State results are provided in the chart below.

Demographics		AZ Merit Pass Rate		AZ Merit/AIMS Pass Rate	
		LESD/AZ	LESD/AZ	LESD/AZ	LESD/AZ
Asian or Pacific Islander	2%	LESD 3rd Grade PR ELA/AZ	23/40	LESD 3rd Grade PR Math/AZ	25/42
Black or African American	9%	LESD 4th Grade PR ELA/AZ	29/46	LESD 4th Grade PR Math/AZ	26/44
Hispanic or Latino	73%	LESD 5th Grade PR ELA/AZ	30/45	LESD 5th Grade PR Math/AZ	29/46
American Indian or Alaskan	1%	LESD 6th Grade PR ELA/AZ	25/38	LESD 6th Grade PR Math/AZ	28/39
White or Caucasian	11%	LESD 7th Grade PR ELA/AZ	27/41	LESD 7th Grade PR Math/AZ	14/31
SpED	13%	LESD 8th Grade PR ELA/AZ	20/33	LESD 8th Grade PR Math/AZ	18/26
ELL	11%				
Free Lunch	72%			LESD 4th Grade PR Sci /AZ	45/60
Reduced Lunch	14%			LESD 8th Grade PR Sci /AZ	46/60

5-2. Identify the target population of the proposed school, demonstrating a clear understanding of the students the school intends to serve, including, whether the students will be primarily neighborhood or commuter, current levels of academic performance, and a demographic profile.

Legacy Traditional School-Goodyear will target students within five miles of the intersection of S Village Blvd and W Lower Buckeye Pkwy. The area within this five-mile radius includes portions of the Littleton Elementary District. We anticipate the student population of LTS-Goodyear will be similar to the demographic characteristics of the Littleton District as indicated in the enrollment census: Ethnicity: 16% White, 70% Hispanic, 2% Asian, 8% African American, and 2% American Indian. 38 % of the student population is eligible for free lunch and 7% for reduced-price lunch, 8% are English Language Learners and 9% are receiving SpED services. The majority of the students will be primarily neighborhood students in that they are expected to live/travel within 5 miles of the school, however, there most likely will be a small percentage of students who will live/travel greater than ten miles of LTS-Goodyear. To determine the anticipated small percentage of students entering the school, an examination of the Avondale Elementary District 2018SY AZ Merit/AIMS Pass Rate (PR) results in comparison to AZ State results are provided in the chart below.

	3rd Grade PR Math / ELA	4th Grade PR Math/ ELA /Science	5th Grade PR Math / ELA	6th Grade PR Math /ELA	7th Grade PR Math / ELA	8th Grade PR Math / ELA / Science
District	28.86	27.18	26.57	22.57	24.29	38.08
AZ	48.5	53	47	41.5	40.5	46

Target Population and Enrollment of New School

5-3. Provide a detailed description of how the Charter Holder will meet the identified enrollment targets, along with a clear description of the advertising and promotional plan that supports the successful enrollment of the projected student count identified in the application and a timeline for enrollment at the proposed school and how it will be communicated to the public.

According to the results of the market study, the only traditional back to basic K-8 school located near the proposed site is Legacy Traditional School-Avondale (LTS-Avondale), which is approximately 5 miles. The need for a second school presented itself as a result of the growing waitlist which is now over 540 students at the LTS- Avondale campus for both 2018/19 and 2019/20 academic school year. Parents have readily requested LTS-Avondale to replicate in nearby communities to better serve the educational needs of their children. LTS-Goodyear has the capacity and infrastructure to provide the Goodyear community with high-quality education and develop an educational environment that improves student academic achievement. In addition to improved education, LTS-Goodyear has the ability to provide a distinguished school facility and is the perfect partner for the city and community. The city of Goodyear had an estimated population of 79,858 as of July 2017, according to most recent Census estimates. The estimated population growth between 2010 and 2017 was 22.4% and the forecasted population growth between 2018 and 2023 within a 5-mile radius of LTS-Goodyear is 12.4%. The western portion of the valley has grown rapidly in the past decade and now has over 300,184 residents in 7 zip codes within a 10-mile radius of the LTS-Goodyear site, including 87,940 families with school-age children. There are 15,272 children aged 5 to 14 within a 5-mile radius a school, and 6,922 within a 3-mile radius of the school. According to the Arizona Department of Education, an Average Daily Membership (ADM) of 7,281 of students in grades K-8 within a three-mile radius of the proposed site was reported in 2017-18. LTS-Goodyear will target 700 of these students whose parents seek a tuition-free, traditional education. Demographic analysis indicates a sufficient student population for LTS-Goodyear.

Legacy Traditional School-Goodyear student recruitment and marketing efforts will include a multi-tiered messaging approach which will appeal to all types of families. All families within a 3-5-mile radius will be targeted to receive mailers, digital banners, Facebook paid campaigns and other materials such as door hangers if/when relevant for unique messaging. It is Legacy's practice to give every family in the community it serves an equal opportunity to enroll. Legacy has never filtered out lower-income families from its demographic and marketing-reach profile.

Legacy Traditional School-Goodyear will initiate an interest list of prospective students enrolling in the 2019-2020 school year. Upon Arizona State Board for Charter Schools' issuance of the replication charter, LTS – Goodyear will begin enrolling Kindergarten through 6th grades for the inaugural school year. Clear and transparent enrollment practices will be communicated at various community interest meetings, expressed in the student handbook and provided on the LTS website.

5-4. Describe the fair and equitable enrollment procedures and policies compliant with A.R.S. § 15-184 of the Replication Model School that will be implemented at the proposed school, including the timeframe, waitlist, lottery and documents included in the enrollment packet.

Legacy Traditional School accepts all students with no specific geographic boundaries. The enrollment process will begin once authorization is granted and will continue until the school reaches capacity. All new students who submit a complete enrollment packet are accepted on a first-come-first served basis, with the following priorities:

- Students returning in the second or any subsequent year of enrollment;
- Children of employees and board members;
- Children with siblings already accepted into the program;
- Intra-district transfers;
- Students qualifying for the McKinney Vento program.

Target Population and Enrollment of New School

In order for a student's registration to be considered complete, parents must complete an electronic enrollment form; provide immunization records, proof of residency and the state residency form, an official birth certificate, the ESEA form, and PHLOTE form at the time of registration. Other documentation (Special Education IEP and MET, custody documents, Affidavit of Home School Instruction, promotion paperwork, discipline records, etc.) may be required for registration when they are applicable to the student. Upon initial enrollment and annually upon re-enrollment, parents and students will acknowledge the School Policy Support Agreement re-establishing a commitment to comply with the rules and policies at Legacy Traditional School. Re-enrolling students will also resubmit the ESEA form and updated residency information (if applicable).

Program of Instruction

1. Provide a description of the charter holder's philosophical approach to improving pupil achievement. Include how this philosophy has impacted the success of the existing school. If a different population will be served in the new school, how does this philosophical approach apply?

Legacy Traditional School's globally accredited program of instruction provides a solid foundation of fundamental and higher thinking skills through a structured curriculum aligned to the Arizona College and Career Ready Standards that is consistent within each grade level and sequential throughout the grades. The kindergarten through eighth grade curriculum is taught using direct teaching techniques and whole class instruction. Our goal is to create and maintain a school culture where students are healthy, safe, engaged, supported and challenged. Our core values include work ethics, integrity, leadership, discipline, teamwork, and character. The "Back to Basics" academic model, emphasis on high expectations, structure, patriotism, rigor, character, consistency and responsibility has gained positive community recognition in Avondale. This proven approach has improved pupil academic achievement as evident by the high pass and growth percentile measured by AZ Merit. This approach has also enabled pupils the ability to function highly as responsible citizens in society as evident by stakeholder satisfaction surveys and secondary school feedback. A market analysis suggests the population of the Goodyear school will be similar to the population of the Avondale school.

2. Describe the existing program of instruction of the current school, including methods of instruction and curriculum for the core academic content areas, which supports this philosophy and aligns to Arizona Academic Standards.

Legacy Traditional School ("LTS") "teaches the curriculum" at the speed and pace in which it is intended. The methods of instructional delivery are designed to meet the needs of the high end of the class rather than slowing the delivery pace curriculum for a few. Students struggling are provided with additional help, interventions and tools to succeed. LTS uses a direct instructional model, also known as "Teacher-Centered Instruction" for all grades. The Teacher-Centered Instruction is a highly focused method of direct instruction and scripted strategy which provides a fast pace and constant interaction between the teachers and students. As noted by the National Institute for Direct Instruction, "Direct Instruction is a model for teaching that emphasizes well-developed and carefully planned lessons designed around small learning increments and clearly defined and prescribed teaching tasks. It is based on the theory that clear instruction eliminating misinterpretations can greatly improve and accelerate learning". In keeping with the Direct Instructional model, LTS uses a method of instruction that features incremental skill introduction which provides sequential learning through progressive complex concepts and skills. Throughout the teaching process, teachers are sensitive to the needs of each individual student and carefully monitor their progress. The major benefit is that students receive instruction directly from a highly effective teacher, rather than from a peer, or through self-learning. In an effort to ensure the reliability of instruction, and the overall program of instruction, LTS employs a full-time Principal, two Assistant Principals and an Instructional Coach at each campus. The LTS traditional program features a structured curriculum, aligned to Arizona College and Career Ready Standards, which develops a solid foundation of key skills and focuses on the achievement of high level thinking abilities. By adopting a uniform curriculum across all associate schools, LTS has maintained consistency within each grade level, and ensured sequential learning as student's advance to subsequent grades. This sequential growth begins the process of establishing a rich academic legacy within all students. As a back-to-basics program of instruction, an elevated emphasis is placed on Reading, Writing and Mathematics. In addition to the special emphasis on core subjects, LTS teaches Social Studies, Science, Physical Education, Music, Visual and Performing Arts, Library/Research, Computers, and Foreign Language. The back-to-basics Language Arts curriculum at LTS utilizes the evidence based Spalding International Language Arts program along with Journeys for reading supplement. This phonics based curriculum is comprised of daily grammar instruction, spelling, vocabulary, continued reading fluency, comprehension instruction, and the six (6) traits of writing. This curriculum builds upon the skills mastered in the previous grades/lessons and continues to expand the knowledge of each student. This program exceeds the requirements of the Arizona LA standards. The back-to-basics Mathematics curriculum at LTS utilizes the evidence based Saxon program. This comprehensive, sequential and spiraling curriculum exceeds the requirements of the Arizona Common Core Standards - Mathematics and provides for a continual flow of learning through the incremental introduction of new concepts and ideas, which are mastered through daily practice. Mastery of each unit is required of every student, with mastery being 70% or higher. Through this approach, students can review daily what they learned previously, and add a new piece of knowledge to their vast growing storehouse of information. The certified and highly qualified instructors follow the evidence based, Madeline Hunter's 7 Steps of Instruction in lesson planning and the implementation of the curriculum in their individual classrooms. The successful implementation

Program of Instruction

of these steps provides students with a greater opportunity to effectively learn and master the skills and concepts presented.

3. Present an explanation of how the implementation of the existing program of instruction meets the needs of the proposed target population.

The target population is similar to our existing model school and is seeking a proven program of instruction offered by a globally accredited charter school system to provide a learning environment that improves student academic achievement. Legacy Traditional School has demonstrated the ability to implement its back-to-basics program of instruction to students in Kindergarten through eighth grade better than all other LEAs in the state. With over 18,000 students enrolled in fourteen, "A" rated associates schools located throughout the state, LTS has the experience, infrastructure and capacity to meet the needs of this target population. The needs will be met by executing a complete replication of the implemented program of instruction seen at each of Legacy's schools. The key components of a proven formula that will be utilized to identify the initial essentials of the target population include communication, stakeholder engagement, professional development, assessment, data analysis, remediation, implementation and accountability.

4. Describe the level of proficiency that students must obtain to demonstrate mastery of academic core content and clear criteria for promotion from one level to the next.

Both Language Arts and Mathematics curricula are structured programs that align directly with Arizona standards to ensure the proper education of all students. Teachers work with individual students and their parents to ensure that they remain accountable for their progress and are learning the curriculum in the manner recommended. The LTS grading scale is reflected below for all grades. Students demonstrate mastery of a skill when they score an 70% or better on an assessment or when the instructor determines that they have mastered the skill, whether through direct observation and/or other means. LTS firmly believes that academic promotion is the way to best prepare students to succeed throughout their school years, and then throughout life. The LTS remediation program is designed to intervene early on, when concerns are first detected, to ensure all students are adequately prepared for promotion to subsequent grades. LTS has also developed a tiered approach for intervention to ensure that students are adequately prepared for promotion to the next grade level. If students are promoted in the lowest tier in any subject area, additional corrective action will be taken to ensure that students obtain full mastery in the subsequent year.

Students will be promoted when they demonstrate proficiency of the fundamental skills that are needed to be successful at the next grade level. The retention of a student in his/her grade level is the final intervention step to ensure these skills are achieved before advancing to the next grade level. Students must demonstrate accomplishment of the standards in reading, writing, mathematics, science, and social studies adopted by the Arizona State Board of Education. Legacy values all academic disciplines by providing a well-rounded program of instruction. The Promotion and Retention Policies reflect our back-to-basics philosophy, rooted in the belief that all students will be successful across all disciplines when they are proficient in the foundational skills of reading, writing and mathematics. 2018-2019 Legacy Traditional School Arizona Parent Handbook 41 Promotion Criteria for Grades K-6 Students will be promoted in K-6th grades when they have demonstrated proficiency of a combined 70% or above in the foundational academic subjects of language arts (writing, grammar, reading, spelling, and phonograms) and math at the conclusion of the school year. Promotion Criteria for Grades 7-8 Students will be promoted in 7th/8th grades when they have demonstrated proficiency of a combined 70% or above in their core academic subjects of literature, English, math, science, and social studies at the conclusion of the school year. K-8 Students Who Do Not Meet Promotion Criteria If the student does not meet the Promotion Criteria for his or her grade level, parents will be notified of all available interventions. Interventions may include, but are not limited to intensive tutoring, summer school and grade-level retention.

6. Operational Plan

Attach a clear, specific and concise response regarding the operational plan for the entity requesting replication. The expected page length for all three questions is no more than one page.

6-1. Describe the organization's strategic growth plan and desired outcomes over the next five years in Arizona. Include: number of schools with grades served including expansion progression, projected opening dates, and projected number of students served.

The organizational development plan estimates aggressive growth over the next five years. At a minimum, we aim for one school per year to be built in Arizona. Target start dates for these schools will continue to be based on neighboring schools. The organization currently serves over 18,000 K-8 students in the fourteen managed schools throughout Arizona. The organization projects to have a minimum of 20,000 students enrolled in Legacy Traditional Schools by 2020. The organization will continue to explore additional grades served in current and future Legacy Traditional Schools. Expansion to new and existing Legacy Traditional Schools will be regularly evaluated based on demand.

6-2. Discuss your operational capacity to open and operate schools successfully, including lessons learned from past expansion, and how you plan to avoid or minimize challenges in the replication school.

The organization has successfully demonstrated the operational capacity to open and operate schools. In eleven academic years, the organization has opened fourteen schools and increased student enrollment from 389 to over 18,000. The over 100-member ESP provides support and related field expertise to existing and new schools.

6-3. Summarize the organization's capacity to support the quality and long-term academic and operational success and financial viability of the replication school, and proposed growth of the school.

The organization has demonstrated the capacity to support high quality academic outcomes, operational success and positive financial outcomes. Eleven of twelve Legacy Traditional Schools received an "A" label for their 2017-2018 academic performances, the twelfth school being only one point from an "A". Additionally, Legacy Traditional Schools have the greatest quantifiable operational success as measured by the highest student membership among all K-8 charter systems in the state. Finally, the replication school meets the Board's Financial Performance Expectations. The proposed growth of the school over the course of three years is based on the organization's findings from previous openings and the schools' three year trend. The organization forecasts the enrollment to be 70% of the school's capacity during its inaugural year and a 5% to 10% increase in enrollment each succeeding year.



Arizona State Board for Charter Schools

Staffing Chart

Complete the table to provide the anticipated staffing for the proposed school.

Directions:

- In each box under the “Number of Staff Members” columns, identify the number of staff members for each position/category for the first three fiscal years the school will be in operation.

Proposed School Name:			
Legacy Traditional School Goodyear			
Number of Staff Members			
Position	Anticipated - FY20	Anticipated - FY 21	Anticipated - FY 22
Administration	3	5	5
Teachers/Instructional Staff			
Kindergarten	3	5	5
1 st Grade	3	5	5
2 nd Grade	3	5	5
3 rd Grade	3	5	5
4 th Grade	3	5	5
5 th Grade	3	5	5
6 th Grade	3	5	5
7 th Grade		3	3
8 th Grade		3	3
9 th Grade			
10 th Grade			
11 th Grade			
12 th Grade			
Specialty Staff (Music, Art, PE, etc.)	6	9	9
Special Education	3 + (dependent on need)	4	4
Paraprofessional	3 + (dependent on need)	4	4
Additional Staff			
List title:	Classroom/ Lunch Aides 2	4	4
List title:			
List title:			
Total Number of Staff Members	38	66	66



Arizona State Board for Charter Schools

Enrollment Matrix

Complete the table to provide the target enrollment, indicating the timeline for the proposed school

Directions:

- In each box under the “Number of Students” columns, identify the number of students served per grade for the first three fiscal years the proposed school will be in operation.
- In the “Total Enrollment” row, provide the total enrollment for each fiscal year.

Proposed School Name:			
Legacy Traditional School - Goodyear			
Number of Students			
Grade Level	Target - FY 20	Target - FY 21	Target - FY 22
Kindergarten	96	100	100
1 st Grade	104	104	104
2 nd Grade	112	112	112
3 rd Grade	112	112	112
4 th Grade	112	112	112
5 th Grade	84	84	86
6 th Grade	84	84	84
7 th Grade			
8 th Grade			
9 th Grade			
10 th Grade			
11 th Grade			
12 th Grade			
Total Enrollment	704	708	710

Section D.2: Planned Facility

Attach the following information regarding the proposed location of the new school.

D.2-1. Describe the facility size and layout suitable for implementing the Educational Plan.

Legacy Traditional School-Goodyear will lease to purchase a 37,501 SF building on 14.17 acres. The property was built in 2011. High enrollment opportunities. The site contains a pad-ready site for additional 37,501 SF building. The building will have 24 classrooms. The building is fully equipped commercial kitchen, large covered playground, multiple administrative offices, large gymnasium with basketball court and stage as well as a cafeteria. The property features over 100 parking spaces and ample space for on-site drop off and pick up lanes. Parking space will be very useful during evening and weekend community events. The site has dual playground areas for the Kindergarten and 1st grade students, and the 2nd – 8th grade students. In addition to the playgrounds, the site will also have outdoor basketball courts, baseball field, and large grass athletic field for soccer/football as part of the sports programs that will be offered.

D.2-2. Describe the timeline for acquiring a suitable facility by the start date identified in Section 5. A reasonable general schedule for acquisition and development of a site:

March 2019: Signed lease to own contract.

March 2019-June 2019: Upgrades to flooring, paint, IT, furniture

June 2019- Begin furniture install and fixturation

July 2019: Prepared for classroom instruction