

ACCEL SCHOOLS



# Development Proposal

St. Anastasia's School

910 Orange Avenue, Fort Pierce, Florida



## Executive Summary

**ACCEL Schools is a K-12 Educational Management Organization based in McLean, Virginia, currently serving over 11,500 students. ACCEL does not focus on one particular student demographic, nor subscribe to one specific school model or educational philosophy but rather focuses on each school to maximize student performance. ACCEL Schools tailors blended learning solutions and management services to meet the unique needs of each student and school. ACCEL Schools partners with each school board of directors to deliver a high-performing institution. Most ACCEL schools are in cities with high percentages of economically disadvantaged students.**

- At ACCEL Schools, we believe in creating successful schools one child at a time. Our focus on tailoring the learning experience to each individual makes us a different kind of K-12 education management organization. Our network of charter schools is proving that it's not where you start, it's where you are going that counts.
- While each ACCEL School is a unique reflection of its community and students, with its own identity and vision, all of our schools hold five common principles at their core to provide a strong foundation of learning. Every ACCEL school is:



Academic Excellence



Individualized Learning



Safe and Caring



Community Partnership



Accessible to All

- Our expertise is in operating schools efficiently and effectively. Whether we are hired to start a new school, manage an existing school, or turn around a failing school, we bring a proven integrated educational platform to the partnership. We see each school as an educational ecosystem and customize our services to the unique needs of each school community. We start quickly and plan for long-term success.

## Project Overview

ACCEL Schools proposes to restore the former St. Anastasia's School building to operable condition and re-open the site as a school that will serve as an anchor in the community. ACCEL Schools brings an expansive mindset with a total commitment to providing additional services that benefit students, their families and the community as a whole.

## Project Description

The current site consists of three parcels of land totaling 3.52 acres improved with one three-story school building constructed in 1914 and totaling 13,782 square feet (sf) of usable area. The building was added to the U.S. National Register of Historic Places in August 2000.

ACCEL Schools proposes to restore the building to operational condition to serve as a community school, community center and park. The deferred maintenance and dilapidation of the building will require interior demolition and construction, electrical work (including temporary service), plumbing repairs, HVAC replacement, general carpentry, playground and sports field, on-site parking, ADA accommodations and finish work. Given that the site previously was designed and operated as a school, it is anticipated that no zoning variances would be required.

## Community Partnership

At ACCEL Schools, we believe that those who live and work in a community know it best. We are committed to partnering with school and government leaders to serve the community and meet agreed-upon needs. Families come to our schools because other school options have not met their needs. ACCEL Schools provide a safe space where families feel appreciated and invited to partner in their child's education. ACCEL is committed to continuing its work to improve educational quality and choice by providing small learning environments, innovative teaching strategies, and a strong sense of community.

ACCEL Schools is partnering with TechnoArts Academy to manage and operate the St. Anastasia's School building as a new charter school.

Founded by Dawn Hauptner, TechnoArts Academy is a new Kindergarten through Grade 5 tuition-free charter school that will provide students a well-rounded curriculum with an intensified Literacy program, creative applications in the Arts and enhanced teaching and learning through integrating Computer Science. The augmented curriculum will also adhere to the requirements of the Florida Standards, fully preparing our students for proficiency in Reading and Math and high overall academic achievement.

The **mission** of TechnoArts Academy is to provide to our students an innovative, technology and arts integrated curriculum with an intensified focus on Literacy; through a team of well-trained and highly effective teachers and leaders; creating responsible 21st Century skilled learners; in a safe, structured, and nurturing environment.

The **vision** of TechnoArts Academy is to empower all students to embrace learning and grow into a creative community of learners by offering a diverse Computer Science, Arts and Literacy infused curriculum encouraging high individual achievement for all students.



Our rigorous CS + Arts + Literacy infused curriculum will provide coursework that will instill strong Reading abilities during the time when students are learning to read and making the transition to reading to learn. Incorporating enhanced Literacy, CS and Arts components into all subject areas (language arts, math, social studies, science, health/PE) will build a creative atmosphere where students will collaborate with each other and understand the interconnectedness of multiple subjects that will carry over into an understanding of our interconnected world.

TechnoArts Academy will be open to all eligible students in kindergarten through grade 5 (at full capacity) residing in St. Lucie County and surrounding counties through a controlled open enrollment. The proposed charter school's framework for integrating CS + Arts + Literacy is more than using one discipline as a teaching tool for another. It's a more intentional integrator that connects the teaching of different subjects in a way that requires them to work as a whole.



Our philosophy is to provide a high-quality CS + Arts + Literacy education to our students that will create an environment of active learning, high standards and foundational understanding. Their learning will continue beyond the classroom with our TechnoArts@Home enrichment projects that will require family and community participation. To fulfill our vision of “empowering all students to embrace learning and grow into a creative community of learners,” we will be integrating CS + Arts + Literacy into all subject areas. The proposed school will work together with the community and parents to meet high standards of student achievement and offer a stable academic foundation that will encourage each student to perform at his or her highest level.

The biggest educational and achievement gap is in Literacy. If we deliver intense, effective and increased daily reading and writing instruction beginning in Kindergarten, that meets the needs of all students, we are confident that we will be able to accomplish our reading proficiency goals each year.

TechnoArts Academy has established a governing Board of highly dedicated members of our community who are enthusiastic about bringing this unique educational program to St. Lucie County. The board members will ensure the school's success through effective teaching and training, external accountability, and high-quality leadership. Together, the board and the school's leaders bring a diverse set of backgrounds and skills that will be a contributing factor to the school's long-term success. This will be demonstrated through its academic performance as well as the fiscal and organizational well-being of the school.

## Leadership Team

ACCEL Schools is led by a visionary team with a proven track record of driving educational innovation on a large scale and across socio-economic and geographic lines.

### **Ron Packard- Chief Executive Officer, Pansophic Learning/ACCEL Schools**

Ron Packard is the CEO and Founder of Pansophic Learning, a global technology-based education company. Packard is a well-known educator, entrepreneur and visionary as well as the author of the highly regarded and reviewed book *Education Transformation*. Packard was previously the long time CEO and Founder of K12 Inc. He oversaw the growth of K12 from just an idea to almost one billion dollars in revenue, making it one of the largest education companies in the world. During his tenure, revenue compounded at near 80%. Before K12, Packard was the Vice President of Knowledge Universe and CEO of Knowledge Schools, one of the nation's largest early childhood education companies. He was also instrumental in the successful investments in Learn Now, Children's School USA, Leapfrog, TEC, and Children's Discovery Center. Packard also worked for McKinsey & Company and for Goldman Sachs in mergers and acquisitions. Packard has received the Education Industry Association's James P. Boyle Entrepreneurial Leadership Award, as well as the Ernst & Young Entrepreneur of the Year Award in the IT Services & Solutions category in Greater Washington. The University of Chicago's Booth School of Business named him a Distinguished Alumni, and he also received an Outstanding Leadership Award from the United States Distance Learning Association. He sits on the Digital Learning Council. Packard previously served on the Department of Defense's Education Advisory Committee. Packard has been featured on nationwide radio and television shows and magazines, including Bloomberg TV, Forbes, and the Washington Post to name a few. He holds a B.A. from the University of California at Berkeley and an M.B.A. from the University of Chicago, both with honors.

### **Maria Szalay- Chief Operating Officer. Pansophic Learning/ACCEL Schools**

Maria Szalay, Cofounder and Chief Operating Officer brings over 20 years of strategy, operations and development capability to Pansophic Learning. Ms. Szalay joined K12 in 2000 and was instrumental in growing K12 from a pre-revenue startup to a \$900 million public company. In this time, she served in a variety of roles including product management, product development, operations, strategy, and corporate development. Prior to joining K12, Ms. Szalay served as practice director at Operon Partners, an e-business consulting firm. At Operon Partners, Ms. Szalay led consulting teams assisting clients with turnkey eBusiness strategy, product management and business transformation consulting services. She worked directly in client organizations developing business plans to obtain funding, and also assisted with the implementation of online initiatives, with specialized expertise in integrating these solutions with their brick-and-mortar business. Prior to joining Operon Partners, she worked at Telecom New Zealand rolling out the company's Online Solutions business, where she was instrumental not only in developing the online strategy and implementation plan for Telecom Broadband, but also in executing to the implementation plan. Prior to that, Ms. Szalay worked for eight years as a management consultant at KPMG, assisting clients with systems implementations, product marketing and placement initiatives, including new product and service launches. Ms. Szalay started her career at Shearson Lehman. She holds a BS/BA from Virginia Polytechnic Institute and State University and an MBA from American University

## **Dawn Hauptner- CEO/Founder, TechnoArts Academy**

Dawn Hauptner is the founder and creator of TechnoArts Academy, an innovative elementary school for kindergarten to grade 5 with a focus on Computer Science, the Arts and intensive Literacy. The goal of this school will be to provide students an opportunity to excel academically, technologically, creatively, and become proficient in all areas of literacy.

Dawn's unique abilities extend beyond creating the educational programs for TechnoArts Academy, she also creatively wrote three 500-page application proposals that was unanimously approved by all three school district boards she applied to within a three-month period.

Along with the school's exclusive programs in Literacy, she created an English Language Learner (ELL) program that will give non-English speaking students and families an exceptional education not offered anywhere else. Her endeavors have attracted the interest from a major corporation such as Timekettle (CES Most Innovative Company 2022) who is partnering with her on a one-of-a-kind ELL program where artificial intelligence will be used to aid non-English speaking students into learning an English curriculum. The Literacy Plus program that she developed will give all students an intensive literacy education that includes introducing a 150-minute daily literacy block and a unique blended model of learning.

Before creating TechnoArts Academy, Dawn was involved in the Educational Industry that included operations, marketing, recruiting, finance, developing educational programs, and events at an "A" rated, nationally acclaimed charter school. This included creating a foundation for the school, installing numerous educational programs, creating various fund-raising and recruiting events, and was instrumental in keeping the educational business financially sound. Dawn's unique marketing and recruiting plans increased the student enrollment from 860 students to 1050 over the first two- year period it was implemented and brought visitor attendance at events up to record numbers.

Dawn's experience in events creation, recruiting, and marketing include:

- Palm Beach International Film Festival Opening Night Parties (Creator, Marketing)
- Cell Phone Film Festival for Middle School Students (Founder, Marketing & Recruiting)
- Celebrate Veteran's Memorial Day Car & Bike Show (Creator, Marketing & Fundraising)
- X-Scream Halloween (Marketing & Fundraising)
- Adopt a Veteran Program (Endorsed by Senator Bob Dole, School-wide program)
- Film Studio Student Internship Program
- Casablanca Artistry Film Program
- Commercial Challenge for Middle and High School Students (Creator, Marketing & Recruiting)

Dawn graduated with a Master's in Business Administration from Florida Atlantic University and a Bachelor of Science in Law (focus Corporate Law) from Florida Gulf Coast University, graduating Summa Cum Laude.

## Project Financial Information

Due to the age of the property, a considerable amount of work is required to restore the site to usable condition. We estimate the repairs and restoration budget will be approximately \$2 Million. ACCEL Schools has built and sustained relationships with a wide array of investors who are committed to investing in opportunities that have the potential to bring about positive change through high quality, community centric educational programs. We are committed to securing the capital required to improve the building to meet code and ensure the finished space is welcoming and inviting to all members of the community. Ongoing operational costs will be sustained through state and federal funding, including grants and ongoing strategic partnerships.



One of the most challenging aspects of managing renovation projects is timing and adherence to budget, coupled with the unexpected challenges that arise when restoring an old building. The ACCEL Project Team has a proven track record of delivering projects on-time and on-budget. The projected timeline for this project is completion for occupancy by July of 2024.

## Relevant Prior Project Experience

ACCEL Schools has a dedicated Project Team with extensive experience starting successful schools. In collaboration with other members of the Accel Schools Team, over the last five years, they have launched dozens of new schools and managed a portfolio of existing schools. ACCEL Schools currently operates over 80 Brick and Mortar campuses and virtual schools in Arizona, California, Colorado, Michigan, Minnesota, and Ohio. Our real estate and facilities management teams have a combined 200+ years of experience navigating real estate investment projects and expanding our portfolio of successful development and expansion projects. We are committed to utilizing community-based and minority-owned construction firms for the project and utilizing sustainable, environmentally friendly building products to the extent possible.

### **South Columbus Preparatory Academy at German Village**

Most recently, the ACCEL team renovated the property located at 387 E. Beck St., in the German Village neighborhood of Columbus, Ohio. The renovation of this historic 40,000 sf school building included approximately \$625,000 in renovation work in less than ninety days. The scope of work included roof repairs, electrical and plumbing updates, exterior tuck pointing and masonry work, fire and safety system upgrades, and general carpentry and cosmetic improvements. The building now houses South Columbus Preparatory Academy at German Village.



### Marion Preparatory Academy

In Marion, Ohio, ACCEL renovated a former parochial school, originally built in 1958. This project included electrical, HVAC, and plumbing repairs and upgrades as well as ensuring the space met all code requirements for occupancy. The space now serves as home to Marion Preparatory Academy, which has more than doubled in enrollment since the school's inception in 2019.



**Niles Preparatory Academy**

The ACCEL team purchased and renovated the former Saint Stephen School, originally established in 1869 at 45 Chestnut Street in Niles, Ohio. The project included roofing, HVAC, plumbing, carpentry and outdoor improvements, including a new playground. The school currently has over 160 students.



**Eastland Preparatory Academy**

The ACCEL team also has experience with non-traditional spaces, including the transformation of a former Macy's storefront in the Eastland Mall Plaza into a beautiful and inviting educational space on the east side of Columbus, Ohio, which is currently home to approximately 325 students since opening in the fall of 2018.





## Letter of Intent

We are pleased to submit this non-binding Letter of Intent ("LOI") on behalf of a to-be-determined affiliate or subsidiary of ACCEL Schools LLC ("Developer") to Fort Pierce Redevelopment Agency ("Seller") for the purchase and development of the three parcels of land totaling 3.52 acres improved with one three-story school building constructed in 1914 and totaling 13,782 square feet (sf) of usable area ("Property") on the proposed basic terms and conditions below:

- 1. Purchase and Development Agreement:** Following the full execution of this LOI, Developer and Seller shall work together in good faith cooperation to prepare and finalize a purchase and development agreement ("Development Agreement" or "PADA"), setting forth the terms and conditions applicable to the purchase and development of the Property.
- 2. Development Conditions and Restrictions:** Developer understands and appreciates the Seller's goal of developing and revitalizing the Property into a fully operational school and playground/park. In view of these goals (and as consideration for the Seller's sale of the Property), Developer is willing to accept title to the Property subject to binding, of-record covenants, restrictions, limitations and conditions relating to Developer's redevelopment of the Property, including its renovation of the existing school building, and subject to Section 4 below, its development of park space on the Property, and the public's right to use the park space (collectively, the "Development Conditions"). The specifics of the Development Conditions will be negotiated and further set forth in the Development Agreement, but at a minimum will include the opening and operation of a school on the Property and set forth the timeline therefor.
- 3. Purchase Price:** Considering the cost of improvements and as an incentive to begin development of the Property as soon as possible, Developer agrees to a purchase price of One Dollar (\$1.00).
- 4. Approved Grant Funds:** Developer understands the City Commission has approved a \$500,000 grant specifically designated for repairs to the Property. Developer proposes to use the grant funds to construction exterior improvements, such as a playground, sports field and on-site parking. In appreciation of the grant funds, Developer would be willing to include among the Development Conditions the requirement that Developer allow public access to and use of designated amenities on the property as a community recreation center/park during hours not being used by the school.
- 5. Due Diligence Period:** Upon full execution of the PADA, Developer shall have a sixty (60) day period ("Due Diligence Period") to conduct its due diligence on the Property. Seller shall cooperate with Developer in Developer's performance of its due diligence relating to the Property. To that end, Seller shall, upon Developer's reasonable request, furnish

Developer with copies of any due diligence documents or other materials to the extent the same are in Seller's possession or control. Developer and its agents shall have reasonable access to the Property for the purpose of conducting its due diligence, including without limitation, in matters relating to survey, title, zoning, environmental and property condition, etc.

**6. Permitting and Approvals Contingency:**

Developer's obligation to close on the purchase of the Property and, thereafter, to satisfy the Development Conditions, shall be contingent upon Developer's determining, during the Due Diligence Period, that the Property is suitable for Developer's contemplated use.

**7. Title:**

Seller shall convey the Property to Developer in good, marketable and insurable fee simple title by warranty, free of any encumbrances and restrictions except as acceptable to Developer in its sole discretion. Seller acknowledges that Developer intends to obtain an owner's policy of title insurance (together with endorsements reasonably requested by Developer, the "Title Policy") at Closing and agrees to furnish such affidavits and indemnities as the Developer's title company may reasonably require to issue the Title Policy.

**8. Closing:**

The Closing will occur on the date that is thirty (30) days after the expiration or earlier waiver of the Due Diligence Period, or upon such other date upon which Seller and Developer may agree. Closing shall occur via Developer's title company.

**9. Closing Costs:**

Each party shall be responsible for its own attorney's fees and expenses for the sale and transfer of the Property. Any other closing costs shall be allocated in accordance with market customs in the State of Florida.

**10. Prorations and Adjustments:**

The PADA shall contain the customary prorations with respect to any applicable items customarily prorated between the parties in transactions of this type and size in the county where the Property is located. All prorations shall be adjusted between Developer and Seller at Closing.

**11. Exclusivity:**

Seller agrees that once this LOI is signed by both parties, Seller will not, directly or indirectly, whether by officer, director, member, agent, or otherwise, take any action to solicit, initiate, seek, support or encourage any inquiry, proposal or offer from, provide any non-public information to or participate in any discussions or negotiations with any third party for the purpose of leasing, selling or exchanging the Property or any interest therein; provided, however, following the date that is thirty (30) days after the date of

Seller's signature below, Seller may terminate this LOI by written notice to Developer.

**12. Confidentiality:**

The parties agree that the terms of this LOI are, and shall remain, confidential and shall not be disclosed, directly or indirectly, by them for any reason at any time; provided, however, that each party may disclose, in confidence, on a need-to-know basis, the terms of this LOI to its attorneys, accountants, financial institutions, directors, officers, employees, insurers, other applicable service providers and/or consultants, and, to the extent required by law, any applicable governmental authority.

It is expressly understood by the parties that this LOI shall serve only as an outline of the general terms and conditions under which the parties would consider entering into an agreement for the sale of the Property. This LOI is not a contract, and neither of the parties intends that the preliminary understandings contained herein represent the final agreement. The preliminary understandings expressed in this LOI are subject to, and conditioned upon, the negotiation and execution of a PADA. This LOI is an agreement to negotiate in good faith and each party is free to withdraw from the negotiations of the agreement described herein prior to the execution of such definitive and final agreement without liability or obligation to the other party, even if the other party has incurred expenses or taken any actions in reliance on the preliminary agreements expressed herein.

Notwithstanding anything herein to the contrary, the parties hereby agree that Paragraphs 11 and 12 of this LOI shall be binding on Developer and Seller.

Please respond to Kevin Wilson, Director of Real Estate, regarding this LOI at [kwilson@pansophiclearning.com](mailto:kwilson@pansophiclearning.com) no later than fourteen (14) day after the date of this letter.

Respectfully,

DocuSigned by:  
*Ronald J. Packard*  
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Ronald J. Packard  
Chief Executive Officer

ACCEPTED BY SELLER:

FORT PIERCE REDEVELOPMENT AGENCY

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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