

Contains responses for
clarification

TEXAS EDUCATION AGENCY

Application for an Open-Enrollment Charter School - Sixth Generation Coversheet

Type: Open Enrollment
(check one) "75% Rule" X Date of Submission: August 18, 2000
RFA#701-00-008

Name of Proposed School: Houston Alternative Preparatory Charter School

Maximum Grade Levels to be served: 12th

Estimated 1st Year Enrollment: 105 Max Enrollment: 210

Name of Sponsoring Entity: Houston Alternative Preparatory Charter School

Check one: X 501(c)(3) nonprofit organization
 Governmental Entity
 College or University

SBOE District:

Starting Date:

Chairperson of Board of Sponsoring Entity: James H. Abney, Jr.

Chief Executive Officer of Sponsoring Entity: James H. Abney, Jr.

Chief Executive Officer of School: Dr. Lucille A. Abney

Applicant Mailing Address: 17300 El Camino Real, Suite 107A
Houston, Texas 77058

School Site Address: 6630 Harwin, Houston, Texas

(If different from above)

Contact Phone # (281) 488-1645 Fax# (281) 488-1403

Contact Email Address: None

I certify that I have the authority as the Chief Executive Officer of the sponsoring entity designated above to make application for an open-enrollment charter school. I further certify all information contained in this application is complete and accurate, realizing that any misrepresentation could result in disqualification from the charter application process or revocation after award. I authorize the Texas Education Agency to investigate the references listed in this application.

[Signature] 8/17/00
Signature of Chief Executive Officer of Sponsoring Entity/date

[Signature]
Signature of Application Preparer
Lucille A. Abney, PhD

[Signature]
Signature of Consultant
Bill Lawton, L & L Enterprises
Was this person paid Yes X No

[Signature] 8/17/00
Signature of Chairperson of the Governing Board of the Sponsoring Entity/date

Proposed School Data

(This page not provided to review committee members.)

Projected Student Populations (indicate estimated percentages):

- 90% Students "at risk of dropping out of school"
- 90% Students requiring Special Education services
- 10% Students of Limited English Proficiency
- 100% Students of Economically Disadvantaged Families
- 88% Minority Students

Will the school require all teachers to be certified? No

Will the school require that all teachers be degreed with at least a bachelor's degree? Yes

Will the school allow an individual to serve as a paid employee of the school as well as member of the governing board? No

Will the school allow members of the same family to serve on the governing board? No

Has any member of the governing board or any professional person to be employed by the school

No Been convicted of a felony?

No Been convicted of a misdemeanor?

No Been Involved in bankruptcy?

Has the sponsoring entity been involved in

No Litigation?

No Sanctions from any state regulatory agency?

If YES to any of the above the applicant must give full disclosure and list all instances completely as required in other portions of the application.

The application preparer has viewed the training video provided at the Regional Service Center. x yes no

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7)

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Houston Alternative Prep. C.S.

I. Evidence of Sponsoring entity

A. Statement describing sponsoring entity

Dr. Lucille A. Abney, P.C. (PhD) was the initial organizer of persons who agreed to and now serve as Boardmember for Houston Alternative Preparatory Charter School. Initial incorporators met on August 7, 1999 at Dr. Abney's Clear Lake Office, discussed the need, and heard the proposed ideas for the Charter School. These initial supporters agreed to serve as Board members, and to meet as needed to establish a 501(C)3 Organization, develop and review Articles of Incorporation, By-Laws and Elect Board positions. Drafts of necessary documents were reviewed, Articles of Incorporation, By-Laws agreed upon. Final documents were completed, signed, and mailed on August 31, 1999.

Bill Lawton, of the L and L Enterprise's has served as advisor and primary consultant to Houston Alternative Preparatory Charter School, Board of Directors and Chief Operating Officer, since the first official board meeting.

B. 501c3 Determination letter from IRS - (Attachments)

C. Articles of Incorporation of Sponsoring entity (Attachments)

E. Biographical Affidavits of Members of the Board of Houston Alternative Preparatory Charter School (Appendix V) (Attachments)

Elnora Woods
James H. Abney, Jr.
Beverly A. Benson

F. History of Houston Alternative Preparatory Charter School

1. There has been NO income received or disbursed. Cost involved to date, for establishing the organization and to respond to this application process was donated by Dr. Lucille A. Abney, P.C.
2. Credit report: NONE
3. IRS annual filing: NONE
4. Disclosure of liens: NONE
5. Litigation history: NONE

II. Community Support

- A. The following community groups were involved in Planning of Houston Alternative Preparatory Charter School: Progressive Missionary Baptist Church (Family and Child Auxiliary); Alpha and Omega Baptist Church (Women's Ministry); Family Attachment Center; Faith United Methodist Church (United Methodist Women's); Pinnacle of Faith Baptist Church (Women's Mission); Southwest Association of Foster Parents; Child, Adult with Human Immune Deficiency Help Group (HIV) Virus.
- B. The Notice and Registration log
(attachment)
Synopsis of Public Hearing

The Hearing convened as scheduled in the education room of Intracare Hospital, located 7601 Fannin Street, Houston, Texas 77054. A total of forty-seven (47) adults, representing one hundred forty seven (147) "affected children" came to the hearing between 2:00 p.m. and 6:00 p.m. Due to the staggering small groups that came in and out over that four hour period, the statement of purpose and description was repeated several different times. Parents were primarily interested in when the school would open. Whether transportation would be provided and if they could enroll children no parents introduced themselves stating why they had come, all acknowledged having children, in their care, who suffer from a diagnosed emotional disturbance and who chronic school problems. The agenda was as follows:

Grades to be served
Opening Date - approval pending
Volunteer program
Parenting Education Program

- C. There are NO business arrangements, NO partnerships existing between Houston Alternative Preparatory Charter School and any other entity. Support letters are provided for those persons, organizations, facilities that are aware of need and support the efforts of Houston Alternative Preparatory Charter School Board. The individuals and institutions that have provided support letters have been long associated with Dr. Lucille A. Abney's practice and keenly and practically aware of the Special Educational needs of children and adolescents with Mental and Nervous Disorders, Mental Illness, and Attention Deficit Disorders. These professional and Health Care institutions will serve as necessary Medical Clinical and Diagnostic Support entities:

Support Letters

Shamrock Clinic	Houston Clinic
Pediatric Clinic	Intracare Hospital
Riverside Hospital	Summit Medical Group

Attachments ()

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In order to conceal student identifiable information, per FERPA (Family Educational Rights and Privacy Act), 2 pages have been withheld. A sample page of the withheld documents follows this notice.

For more information or to request a copy of these pages, please contact:

Texas Education Agency
Division of Charter Schools
1701 N Congress Ave
Austin, TX 78701
512-463-9575 phone
512-463-9732 fax

PUBLIC HEARING

I.I.
B.

INTRACARE HOSPITAL
7601 FANNIN

DATE
MARCH 4, 2000

HOUSTON ALTERNATIVE PREPARATORY CHARTER SCHOOL

REGISTRATION LOG

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NAME	ADDRESS CITY/STATE	TELEPHONE	# OF AFFECTED CHILDREN IN HOUSEHOLD	TIME IN
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2:23 p.m.
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2:30 p.m.
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2:35 p.m.
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2:40 p.m.
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2:50 p.m.

II.
B.

Complimentary Issue

(USPS 264-160)

THE INFORMER

& THE VOICES FOR THE MARGINALIZED

Vol. CVII No. 8

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February 25, 2000 \$55/yr

THE INFORMER

C L A S S I F I E D

PUBLIC HEARING TO ALL INTERESTED PARTIES!

A public hearing is scheduled for March 4, 2000, 2 P.M. until 5 P.M., to plan the opening of Houston Alternative Preparatory Charter School. Hearing to be held at Intracare Hospital, 7601 Fannin Street, Houston, Texas 77054. Sponsoring Entity-Houston Alternative Preparatory Charter School. A non-profit Organization seeking funding from Texas Education Agency to operate an Open-Enrollment Charter School.

Houston Alternative Preparatory Charter School does not discriminate in its admission policy on the basis of age, gender, religion, race, disability, sexual preference, academic or athletic ability, nor based on the district the child would otherwise attend in accordance with state statute.

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II.
C.

**THE
Houston
Clinic P.A.**

April 11, 2000

Chase Untermeyer, Chairman
State Board of Education Agency
Division of Charter Schools
Room 6-108
1701 North Congress Avenue
Austin, Texas 78701

Dear Mr. Untermeyer:

This letter is written to register support of Houston Alternative Preparatory Charter School's (HAPCS) proposed to The State Board of Education for funding an open-enrollment charter school. This school focuses on children and adolescents who suffer Chronic Mental and Nervous Disorders, Mental Illness, and Attention Deficit Disorders. These population groups require special clinical educational help. Children and adolescents suffering from these disabilities are at-risk for dropping out of school. This Charter School proposes an atmosphere with a teaching program, clinical and support staff that can prepare this at-risk student population for academic competitiveness and school success.

The Houston Clinic has had a long professional relationship with the Founder's, (Dr. Lucille A. Abney, P.C.) and is pleased to recommend Houston Alternative Preparatory Charter School for approval and funding by The State Board of Education.

Thank you for your review and consideration.

Sincerely,



Timothy L. D. Sharma, MD
Diplomate American Board of Neurology and Psychiatry
Diplomate American Board of Neurology and Psychiatry in Addiction
Diplomate American Board of Adolescent Psychiatry
Diplomate American Board of Medical Management
Diplomate American Board of Forensic Examiners
Certified Addictionologist



II.
C.



**Riverside
General
Hospital**

March 17, 2000

Chase Untermeyer, Chairman
State Board of Education
Texas Education Agency, Division of Charter Schools
Room 6-108, 1701 North Congress Avenue
Austin, Texas 78701

Dear Mr. Untermeyer:

This letter is written to register support of Houston Alternative Preparatory Charter School's (HAPCS) to proposed to the State Board of Education for funding an open-enrollment charter school. This school focuses on children and adolescents who suffer Chronic Mental and Nervous Disorders, Mental Illness, and Attention Deficit Disorders. These population groups require special clinical and educational help. children and adolescents suffering from these disabilities are at-risk for dropping out of school. This Charter School proposes an atmosphere with a teach program, clinical and support staff, that can prepare this at-risk student population for academic competitiveness and school success.

Riverside General Hospital has had a long professional relationship with the Founders practice (Dr. Lucille A. Abney, P.C.) and is pleased to recommend Houston Alternative Preparatory Charter School for approval and funding by the State Board of Education.

Thank you for your review and consideration.

Sincerely,

Earnest Gibson III
Administrator/CEO

EG:mls

P. O. BOX 8128
HOUSTON TEXAS 77288-8128
(713) 526-2441

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II.
C.



Rebecca D. Schwanecke, M.D., FAAP
Neonatology & Pediatrics

March 29, 2000

Chase Untermeyer, Chairman
State Board of Education
Texas Education Agency, Division of Charter Schools
Room 6-108, 1701 North Congress Avenue
Austin, Texas 78701

Dear Mr. Untermeyer:

This letter is written to register support of Houston Alternative Preparatory Charter School's (HAPCS) proposed to The State Board of Education for funding an open-enrollment charter school. This school focuses on children and adolescents who suffer Chronic Mental and Nervous Disorders, Mental Illness, and Attention Deficit Disorders. These population groups require special clinical and educational help. Children and adolescents suffering from these disabilities are at-risk for dropping out of school. This Charter School proposes an atmosphere with a teaching program, clinical and support staff, that can prepare this at-risk student population for academic competitiveness and school success.

The Pediatric Clinic has had a long professional relationship with the Founders practice (Dr. Lucille A. Abney, P.C.) and is pleased to recommend Houston Alternative Preparatory Charter School for approval and funding by The State Board of Education.

Thank you for your review and consideration.

Sincerely,

Rebecca P. Schwanecke, M.D.
Dr. Rebecca Schwanecke, M.D.
Neonatologist & Pediatrician
The Pediatric Clinic

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II.
C.



INTRACARE
HOSPITAL

7601 Fannin
Houston, Texas 77054
(713) 790-0949

March 10, 2000

Chase Untermeyer, Chairman
State Board of Education
Texas Education Agency, Division of Charter Schools
Room 6-108, 1701 North Congress Avenue
Austin, Texas 78701

Dear Mr. Untermeyer:

This letter is written to register support of Houston Alternative Preparatory Charter School's (HAPCS) proposed to the State Board of Education for funding an open-enrollment charter school. This school focuses on children and adolescents who suffer Chronic Mental and Nervous Disorders, Mental Illness, and Attention Deficit Disorders. These population groups require special clinical and educational help. Children and adolescents suffering from these disabilities are at-risk for dropping out of school. This Charter School proposes an atmosphere with a teaching program, clinical and support staff, who can prepare this at-risk student population for academic competitiveness and school success.

IntraCare Hospital has had a long professional relationship with the founder's practice (Dr. Lucille A. Abney, P.C.) and is pleased to recommend Houston Alternative Preparatory Charter School for approval and funding by the State Board of Education.

Thank you for your review and consideration.

Sincerely,

Alice A. Hiniker, Ph.D.
Administrator

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Barry A. Martin, M.D.
Family/General Practice

March 9, 2000

Chase Untermeyer, Chairman
State Board of Education
Texas Education Agency, Division of Charter Schools
Rm. 6-108, 1701 North Congress Ave.

Dear Sir:

This letter is written in support of Houston Alternative Preparatory Charter School's (HAPCS) Educational program proposed to the State Board of Education. The educational curriculum is uniquely designed with necessary clinical support services for the at-risk children and adolescents diagnosed with Mental Nervous Disorders; Mental Illness; and Attention Deficit Disorders.

My practice (Family Centered Health Care) has worked closely with the Founders Practice (Dr. Lucille A. Abney, P.C.) for many years in providing clinical and educational support services to families who have children suffering from Mental and Nervous Disorders.

I recommend this charter school be approved and funded as these special populations of school age children are often homebound, suspended, expelled, placed in alternative programs, or dropout. This charter school HAPCS offers full daily containment for students, an educational program and clinical services that ensure school success.

Thank-you for your review and consideration.

Sincerely,

Barry A. Martin M.D.
Family Centered Health Care

8803 Scott Street
Houston, Texas 77051
Tel. (713) 734-1991
Fax (713) 734-8429

5600 S. Willow Dr., Ste. 201
Houston, Texas 77035
Tel. (713) 721-8553
Fax (713) 721-2000

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//

II.
C.



Shamrock Clinic, P.A.

6300 HILLCROFT, SUITE 210 HOUSTON, TEXAS 77081
TELEPHONE 713-988-9911

G.K. Ravichandran, M.D.
MEDICAL DIRECTOR

MAILING ADDRESS:
P.O. BOX 271526
HOUSTON, TEXAS 77277-

March 9, 2000

Chase Untermeyer, Chairman
State Board of Education
Texas Education Agency, Division of Charter Schools
Room 6-108, 1701 North Congress Avenue
Austin, Texas 78701

Dear Mr. Untermeyer,

This letter is written to register support of Houston Alternative Preparatory Charter School's (HAPCS) proposed to The State Board of Education for funding an open-enrollment charter school. This school focuses on children and adolescents who suffer Chronic Mental and nervous Disorders, Mental Illness and Attention Deficit Disorders. These population groups require special clinical and educational help. Children and adolescents suffering from these disabilities are at risk for dropping out of school. This Charter School proposes an atmosphere with a teaching program, clinical and support staff that can prepare this at-risk student population for academic competitiveness and school success.

The Shamrock Clinic, P.A. has had a long professional relationship with the Founders practice (Dr. Lucille Abney, P.C.) and is pleased to recommend Houston Alternative Preparatory Charter School for approval and funding by The State Board of Education.

Thank you for your review and consideration.

Sincerely,

G. K. Ravichandran, M. D.
Medical Director
Shamrock Clinic

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II. Five References

- D. (1) Dr. Ricque Brister, M.D.
Psychiatrist
The Academy of Clear Lake
2222 Bay Area Blvd., Suite 101
Houston, Texas 77058
Phone (281) 282-0777

Nature of Experience with Houston Alternative Preparatory Charter School: The Chief Operating Officer, Dr. Lucille A. Abney has worked closely for many years with the practice in the treatment of children and adolescents with Mental Nervous Disorders, Mental Illness, and Attention Deficit Disorders.

- (2) Dr. Matthew Leddy, PhD
17115 Red Oak Drive, Suite 109
Houston, Texas 77090
Phone (281) 893-4111

Nature of Experience with Charter School: Dr. Leddy have worked professionally for many years with Dr. Lucille A. Abney's practice, providing Clinical Services to families with children and adolescents who suffer Mental Disabilities.

- (3) Dr. Margaret Caylor
College of the Mainland
1200 Amburn Lane
Texas City, Texas 77591
Phone (409) 938-1211 (ext.219)

Nature of Experience with Charter School: The Chief Operating Officer, Dr. Lucille A. Abney is a colleague, friend, and Professional Associate of many years. Dr. Caylor is knowledgeable of and supportive of Houston Alternative Preparatory Charter Schools cause and need for funding.

- (4) Dr. Ira J. Echols
P. O. Box 1014
Anahauc, Texas 77514
Phone (409) 267-3669

Nature of Experience with Charter School: The Chief Operating Officer 's practice Dr. Lucille A. Abney, P.C. has worked closely for many years with my practice in providing clinical services for children and their families.

II. REFERENCE CONTINUE

- (5) Ms. Vicki Chadwick, Professor
San Jacinto North Junior College
Public Service Administration Dept.
5800 Uvalde Rd.
Houston, Texas 77049-4599
Phone (281) 458-4050 (ext. 7370)

Nature of experience with Charter School: The Chief Operating Officer, Dr. Lucille A. Abney is a colleague, friend, and Professional Associate of many years. I am supportive of Houston Alternative Preparatory Charter Schools cause and need for funding.

- E. Published Statement, mailed to City Council,
Commissioner's Court with Jurisdiction over the area.

Mailed to

Councilmember Mark Ellis
The City of Houston
District F
P. O. Box 1562
Houston, Texas 77251

Councilmember Steve Radack
Harris County Commissioners Court
1010 Preston
Houston, Texas 77002

attachment ()

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14

Complimentary Issue

(USPS 264-160)

THE JOURNAL

Vol. CVII No. 14

"...serving without fear or favor since 1893"

April 7, 2000 \$55 /yr.

NOTICE OF INTENT TO APPLY FOR OPEN-ENROLLMENT CHARTER SCHOOL

The Houston Alternative Preparatory Charter School is applying to the State Board of Education for approval to operate an open-enrollment charter school ("Houston Alternative Preparatory Charter School") to be located in Houston, Texas. Charter schools are public schools established by nonprofit organizations, institutions of higher education, or governmental entities. These schools are publicly funded and are free from many state regulations that apply to other public schools. The following descriptive information about the proposed school is being provided for the benefit of the community in which the school would be located if approved.

Houston Alternative Preparatory Charter School

James H. Abney, Jr., Chief Executive Officer and Board Member
Elnora Woods, Board Member
Beverly Benson, Board Member

Proposed location: 6630 Harwin
Houston, Texas 77074

Description of School: An Open-Enrollment Charter School designed to serve (75/25% rule) children at risk, specifically children with Mental Nervous Disorders, Mental Illness and Attention Deficit Disorders.

Grade levels to be served: Pre- K through 12th

Opening date if approved: Fall 2001

The State Board of Education invites comments about any aspect of the proposed school or its sponsoring entity. Comments must be communicated in the form of a signed letter directed to the State Board of Education. Only letters specifically addressing a proposed school will be considered by the board. Letters may be sent to the following address: Texas Education Agency, Division of Charter Schools, 1701 N. Congress, Austin, Texas 78701.

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II.

E.

Houston Alternative Preparatory Charter School

17041 El Camino Real, Suite 110
Houston, Texas 77058

JAMES H. ABNEY, Jr.
Chief Executive Officer

DR. LUCILLE A. ABNEY, PhD
Chief Operating Officer

March 29, 2000

The Honorable Mark Ellis
City of Houston
District F
P. O. Box 1562
Houston, Texas 770251

Re : Houston Alternative Preparatory Charter School

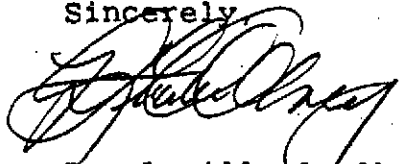
Dear Councilmember Ellis:

Please find attached a copy of the Notice of Intent to apply for an open-enrollment charter school, "Houston Alternative Preparatory Charter School" with the Texas Education Agency.

The proposed location for the charter school will be located at 6630 Harwin St., Houston, Texas, 77064.

Thank you.

Sincerely



Dr. Lucille A. Abney, P.C.
PhD., LMSW-ACP, LMFT
Chief Operating Officer

Attachment

00022

III. Governance of Houston Alternative Preparatory Charter School

A. Profile of founding Board members:

Biographical Sketches for

Beverly A. Benson
James H. Abney, Jr.
Elnora Woods

President/CEO - James H. Abney, Jr. graduated from Talladago College, Talladago, Alabama with a B.A. degree in Economics in 1973. He is the Chief Executive Officer of Abney & Associates with over 15 years experience in Business Management. Mr. Abney will serve as the Chief Executive Officer, Treasurer of Houston Alternative Preparatory Charter School.

Secretary - Beverly A. Benson is a founder, secretary and board member of Houston Alternative Preparatory Charter School. Ms. Benson is currently the Program Director of the AFL-CIO, Community Services Program, which is funded by the United Way and Harris County, Community Development. She has over 25 years of experience in social services delivery assistance to low and moderate income families and children.

Board Member - Elnora D. Woods is a founder and Board Member. She is a graduate of Franklin Beauty School and an Entrepreneur, owning her own company Elnora's Cut and Curl Beauty Shop. She is a civic and youth leader and is a dedicated fundraiser for children's programs.

III. A.

(1.), and (2.) Not applicable

3. Describe the following:

a. Officer positions designated:

President

Vice President

Secretary

Treasurer

(see By-Laws)

b. Selecting of Officers and removal from office:

Other than the initial Board, a Director shall be elected for a term of (3) three years. No Director may be elected to serve more than two (2) conservation terms. On the initial Board, one-third shall serve for one year, one third shall serve for two years, and one-third shall serve for three years. (See By-Laws)

c. Selection and removal of members from Office:

A director shall be removed from the Board for failure to attend three (3) consecutive meetings of the Board without an excuse. A director may also be removed for conduct not conducive to the good will of the organization, (See By-Laws)

d. Filling vacancies on Board:

Any Board of Director member may make recommendations for vacancies on the Board

e. Terms served by members of Board:

Other than the initial Board, a Director shall be elected for a term of three (3) years. No director may be elected to serve more than two (2) consecutive terms. (See By-Laws)

f. Whether staggered terms:

None

4. Plans for recruitment of Board members:

Each Director will serve two (2) consecutive terms or 6 years each. NO plans as yet to recruit new Board Member.

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III.

B. School Management Board

1. Not applicable
2. Not applicable
3. None
4. The manner in which the charter school will conduct textbook selection:
The Board members of Houston Alternative Preparatory Charter School shall adopt a policy consistent with the rules and statues governing selection of instructional material and textbooks. A policy governing and/or making selections shall be recorded in the minutes of the specific Board meeting where the selections(s) was made. Selections shall otherwise be made in accordance with the following statues:

TEC S 66.104. Selection of Instructional materials by School Districts

TEC S 31.103. Textbooks Requisitions

TEC S 31.102. Title and Custody

IV. School Demographics: Enrollment Projections for first five years.

A.

GRADE	ENROLLMENT MAXIMUM	SCHOOL YEAR	CLASS SIZE	TEACHER- TO-STUDENT RATIO
Pre-Kindergarden	15	2001-2002	15	1 to 5
Kindergarden	15	2001-2002	15	1 to 5
First Grade	15	2001-2002	15	1 to 5
Second Grade	15	2001-2002	15	1 to 5
Third Grade	15	2001-2002	15	1 to 5
Fourth Grade	15	2001-2002	15	1 to 5
Fifth Grade	15	2001-2002	15	1 to 5

=====

TOTAL PROJECTED ENROLLMENT	<u>105</u>	STUDENTS	<u>2001-2002</u>
			YEAR

SIX GRADE	15	2002-2003	15	1 TO 5
SEVENTH GRADE	15	2002-2003	15	1 TO 5
EIGHTH GRADE	15	2002-2003	15	1 TO 5

=====

TOTAL PROJECTED ENROLLMENT	<u>150</u>	STUDENTS	<u>2002-2003</u>
			YEAR

NINTH GRADE	15	2003-2004	15	1 TO 5
TENTH GRADE	15	2003-2004	15	1 TO 5
ELEVENTH GRADE	15	2003-2004	15	1 TO 5
TWELPTH GRADE	15	2003-2004	15	1 TO 5

TOTAL PROJECTED ENROLLMENT	<u>210</u>	MAXIMUM ENROLLMENT FOR HAPCS BY THE END OF SCHOOL
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2003-2004
YEAR

00026
20

IV. School Demographics: Enrollment Projections for first five years.

GRADE	ENROLLMENT MAXIMUM	SCHOOL YEAR	CLASS SIZE	TEACHER- TO-STUDENT RATIO
Pre-Kindergarden Pending through 12th.	Pending Opening	2004-2005	15 Max.	1 to 5
Pre-Kindergarden Pending through 12th.	Pending Opening	2005-2006	15 Max.	1 to 5
=====			TOTAL PROJECTED ENROLLMENT	<u>210</u>
			By end of 5th. school year	<u>2005-2006</u>

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IV.

- B. Describe Community or region where school will be located.

The Community surrounding 6630 Harwin Street is a Business and Commercial District with large complexes of Apartment Units within walking distance more than two to three blocks of 6630 Harwin. There are No sidewalks to accommodate walking, therefore, apartment and home dwellers must use Metro buses, cabs or vehicles to travel to and from the shortest distances. Traffic is fast moving, hectic and challenging to negotiate the area is known for its multiculture and diverse residential populations. The area life styles accommodate with frequent movement and transitions from one apartment complex to another without leaving fashionable popular area know as "Southwest Houston".

- C. The location was selected based on availability and lease accommodations offered by Landlord in face the TEA Standards and rules. this location 6630 Harwin, Cooperate Pines Complex has in the pass, accommodated and housed "A School". The Landlord's lease accommodations include Build-Out cost in included in monthly, yearly lease amount. The building meets all City, and State Building codes. The address is easily accessible to all vehicles and transportation systems serving the various populations in the Metroplex of Houston, Harris County, Texas.

An Alternative site is Edith Irby Jones Building, (Riverside Hospital) 7655 Bellfort, Houston, Texas 77061. Three standing building which once served as a Medical-Surgery Hospital (Southeast Memorial Hospital) owned by Riverside General Hospital. This site would be equally as accommodating for the School in that it meets all City and State Building codes and is particularly in use. Preliminary discussion and considerations for Houston Alternative Preparatory Charter School have occurred with the Hospital Administrator.

V. HUMAN RESOURCE INFORMATION

A. Policies Governing Salaries

The HAPCS Board policy provides for the following:

1. All hiring and firing should be recommended by the Site Director to the Chief Operating Officer.
2. The Site Director is accountable to the Administrators C.O.O. and CEO.
3. All decisions and judgment of the Site Director shall be cleared by the Chief Operating Officer.
4. All purchases shall be authorized by the Chief Operating Officer or an appointee. There will be no reimbursements for unauthorized purchases.
5. All salaries must be recommended to the Board of Directors.
6. No raise is automatic.
7. Incentives may be given upon recommendations from the Site Director.
8. Board authorizes a 3% annual raise for continuous productive service unless otherwise adverse decision is made by an appropriate supervisor.
9. Board shall set a bonus for Administrators according to the progress of enrollment, test scores, program goals, and containment of Special Education Students.
10. Contractual work will be negotiated annually.
11. Clinical Medical Consultant fee shall be provided for through the School Health and Relaxed Services (SHARS).
12. The Chief Operating Officer shall review and give annual appraisal of Site Director and to other Administrative Staff.
13. The Chief Operating Officer has the authority to recommend changes in salary, duties, or contract change to the Chief Executive Officer and/or the Board of Directors.
14. Administrators and Administrators Assistant pay year shall begin August 1st through July 31st.
15. Teachers and other Staff pay year shall begin in August.
16. In-Service training shall be rendered without pay or contract but incentives or honorums maybe awarded. Chief Operating Officer and/or Chief Executive Officer shall make and approve such decision.
17. Teachers, Teacher Assistance and Psyche' Tech's maybe hired on a yearly contract basis.

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V. HUMAN RESOURCE INFORMATION

18. The Administrators shall provide and administer proper insurance for employee's as recommended and agreed upon by the Board of Directors.
19. The Board shall review salaries and contracts annually.
20. The Board shall review and renew or decide rents, leases, and improvements annually.
21. The Board may review and reject any decision made by the CEO and/or C.O.O.
22. The Administrators, C.O.O., Site Director, Accountant, Administrative Assistance salaries shall be administered from 10% of the ADA enrollment amounts.
23. The Administrator(s) shall, at any scheduled Board meeting may recommend changes in salary, policy, procedure, enrollment, purchases, contract or event, as is necessary and appropriate.
24. The Board is an advisory group to the Administrator and shall not make decisions, judgment or deals outside of the Administration.
25. The Board may change its policy on salary and all related matters as it see fits.

HIRING:

The Board has adopted the following policies.

1. Employment opportunities shall be posted at locations deemed approximate, including District Site, District Web Page, District Job Hotline, and Newspapers.
2. Qualified applicant must complete HAPCS Faculty Staff Employment Application, three References, Official transcript(s) and Criminal Background Check are required.
3. Upon completion of the applicants file, an interview with the Site Director and Chief Operating Officer are scheduled. Thereafter a contract and a salary is offered. An orientation date is scheduled with Site Administrator, or any Administrative Assistant conducts the orientation.
4. The Site Director has the sole authority to make recommendations to the Chief Operating Officer regarding faculty and staff hiring.
5. The final authority for selections and employment of Classroom Teachers Director, Nurse, Counselors and other personnel required to hold TEA certification for the position shall be retained by the Board.
6. Person not required to hold TEA Certification for the position sought shall be employed on an at will basis with final authority being retained by the Board.
7. The Chief Executive Officer shall have authority to hire all other personnel on an at will basis.
8. HAPCS shall obtain Criminal history record information on a person it intends to hire.
9. An exit interview shall be conducted and a termination report prepared if possible, for every employee who leaves employment. Exit interviews shall be conducted in accordance with administrative procedure.

V. HUMAN RESOURCE INFORMATION

10. The Board has provided for hiring of professional and staff either full-time, in part-time on a temporary status. All personnel employed less than full-time are employed on a temporary status. These employee shall not be entitled to a contract and shall be discretion of the administrators of HAPCS for as long as their services are seemed necessary. Professional and Staff servicing in a temporary status are employed at-will and shall not be deemed to be under a probationary contract in so far as the period of Probationary Service set out for. Full-time Contract staff and faculty personnel is concerned.
11. When possible, Professional services on a temporary status shall be notified two weeks to 30 days prior to the end of their employment.

A written agreement outlining the duties and responsibilities of the temporary employee and HAPCS will be issued, reviewed and signed by both the employee and Site Director and/or CEO, C.O.O.
12. Any person who desires to teach at HAPCS shall present his or her certificate(s) and/or Official Transcripts before a contract shall be binding.
13. Before the term contract may be issued, the employee must be employed under a 90 day Probationary Contract.
14. A written evaluation of each term contract employee must be made annually and reasons for not renewing a Term Contract at the end of a school year must also be made by an Administrator.
15. A Term Contract shall be in writing and include the terms of employment prescribed by Education Code Chapter 21, Subchapter E; The Board may include other provisions in a term contract that are consistent with that subchapter. Each Term Contract is subject to the approval of the Board.
16. The Board shall provide each employee with a copy of the employee's contract and a copy of the Board's Employment Policies.
17. Once the Probationary period has been completed, the duration of a term contract may not exceed five school years. (Education Code 21.205).
18. There is no property interest in a term contract beyond its term. (Education Code 21.204E).
19. The Board of HAPCS has been chosen to employ by term contracts, as authorized by Education Code 21.002 and 21.201, the following categories of Full-Time Professional Employees; Site Director, Chief Operating Officer, Accountant, Administrative Assistance, Diagnostician, Teachers and Full-Time Nurse.

Sick and Other Leave:

The Board of HAPCS has adopted the following policies:

1. Accrual of one day per month for one month of continual service without absence for leave or merit paid.
2. Excused absences with pay include Jury Duty, Death of immediate family member. A three (3) day maximum with pay per year.

V. HUMAN RESOURCE INFORMATION

3. Paid sick leave with doctor's excuse, 3 day maximum per year.
4. Three unexcused absences will result in a letter of reprimand. Two such reprimands will result in an official warning and a third will recommend termination.
5. Site Director and Chief Operating Officer will review and administer any official actions against employee.
6. No merit pay days can be carried into the next year. All unused days will be automatically lost at the end of the school year or contract year, which ever comes first.
7. The Board has authorized the Chief Executive Officer as the Personnel Officer, who will determine leave and administer the Benefit Options.

Performance Evaluation:

The Board of HAPCS has provided the following policies and procedures.

1. The Site Director will conduct annual performance reviews of personnel working on site.
2. The Site Director will review with each Supervisor performance expectations and actual performance.
3. The Site Manager will communicate formally and informally on an ongoing basis; with the employee's about their performance.
4. The performance appraisal process include identify strengths, weaknesses, needs, contributions and employee's performance in Team Task. Recommendation for improvement is also included.
5. Signatures on Performance Evaluation do not mean agreement but that employee acknowledge the review of an annual evaluation.
6. An Employee Complaint or Grievance Policy is as follows:
Complete a grievance form, file it with Site Director, and immediate supervisor. Meet, review complaint with employee. Make reasonable efforts to resolve the complaint. If no resolution at end I, refer complaint to Chief Operating Officer, Level II. All efforts are made to resolve the complaint or grievance. If no resolution the matter is referred for medication (by Administrators, Consultant).
7. Once a complaint has been resolved, a copy of complaint and resolution becomes a part of employee's Permanent Employment File.
8. The Board of Directors will receive notice of complaint that are not resolved, when medication efforts does not dissolve the matter.
9. In accordance with Amendment 02-99, Employee Suggestion/Complaint Box shall be available and located in a centralized area allowing employee's to complain, or suggest without formal identification. Employee's are encourage to speak-up and talk openly to the Site Director, C.O.O. and Supervisors. Helpful suggestions and recommendations are welcomed from Staff and Faculty.

V. HUMAN RESOURCE INFORMATION

Other Policies:

The Board of Directors of HAPCS Complies with Public Information Act of Open Record Act (Texas Government Code Chapter 4552). It recognizes that information in the possession of the Board is Public Information and open to the public unless it falls within one of the Act's Specific exceptions. HAPCS shall include in its contracts a requirement that contractors comply with Open Records requirements, and when in doubt, the Board shall seek an opinion from the Attorney General's Office.

V. Human Resource Information continue

- e. Administrative personnel will be evaluated using self-reports and peer/staff review instruments.
- f. Salary Range and benefits charts for Houston Alternative Preparatory Charter School Administrative Staff:

SALARY RANGE AND BENEFITS
CHARTS SCHOOL ADMINISTRATIVE STAFF

POSITION TITLE QUALIFICATIONS	SALARY RANGE	BENEFITS	ANNUAL EVALUATION
Chief Executive Officer (1) 20 yrs. experience as Administrator, A 4 year degree from accredited college	-0- 12 Months	Retirement Health Insurance	Self-Report or Peer Assessment Option for all Administrative Staff
Chief Operations Officer (1) Doctoral Degree 20 years experience with children License by State	\$51,500-\$75,500 12 months	Retirement Health Insurance	
Certified Public Accountant (1) 20 yrs. experience in accounting State License as CPA	\$12,000-\$36,000 12 months	Retirement Health Insurance	
Site Director (1) Licensed by State 10 years experience working with children 5 years Administration experience	\$40,897-\$65,014 12 months	Retirement Health Insurance	

f. Faculty and Staff (continued)

1, 3, 4, and 5 answered through
Job Description

2. Targeted Educational Staff size and teacher-to-student ratio to serve Pre-K through 12th. grade, full-time positions 48 with a 1 to 5 Teacher-Student classroom ratio.

Staff needs Projections:

School Year 2001-2002	School Year 2002-2003	School Year 2003-2004
Pre-Kindergarten Teacher	6th. grade Teacher(s)	9th. Grade Teacher
Kindergarten Teacher	Math, Science	Math, Science
1st. grade	Language Arts	Language Arts
2nd. grade	Social Studies	Social Studies
3rd. grade		
4th. grade	7th. grade Teacher(s)	10th. grade Teachers (2)
5th. grade	Math, Science	Math, Science
Teacher School Nurse	Language Arts	Language Arts
Art and Music Teacher	Social Studies	Social Studies
Special Education Teacher		
Diagnostician 11	8th. grade Teacher(s)	11th. grade Teacher (1)
Psychiatric Technician 7	Math, Science	Math, Science
Teacher Assistance 7	Language Arts	Language Arts
Parent Educator/Coordinator	Social Studies	Social Studies
		12th grade Teacher (1)
		Math, Science
		Language Arts
		Social Studies
-----	-----	-----
START UP FACULTY +26	+3 TEACHERS	+4 TEACHERS
=====	=====	=====

V. Human Resource Information

B. Administrators

- (1) Biographical Affidavits
Lucille A. Abney, Chief Operating Officer
James H. Abney, Jr. Chief Executive Officer
Annetta Vaughn, Site Director

(2)

- a. Houston Alternative Preparatory Charter School,
Chief Executive Officer, James H. Abney, Jr.
Organizational Chart
Attachments

- b. James H. Abney, Jr. Chief Executive Officer
20 years of Management, Financial and/or
Administrative experiences as a Salesmanager,
General Manager, and Business Manager.

- c. Criteria for choosing school academic and
financial leaders

Criteria for school academic Leader:
Terminal Degree
At least 20 years work experience with
difficult children.
At least 10 years Teachers Experience
A valid License as a Mental Health Professional

Criteria for School Financial Leader
License by State as a certified Public
Accountant at least 20 years of experience as a
Certified Public Accountant in the State of
Texas.

- d. Job-Descriptions (attachments)

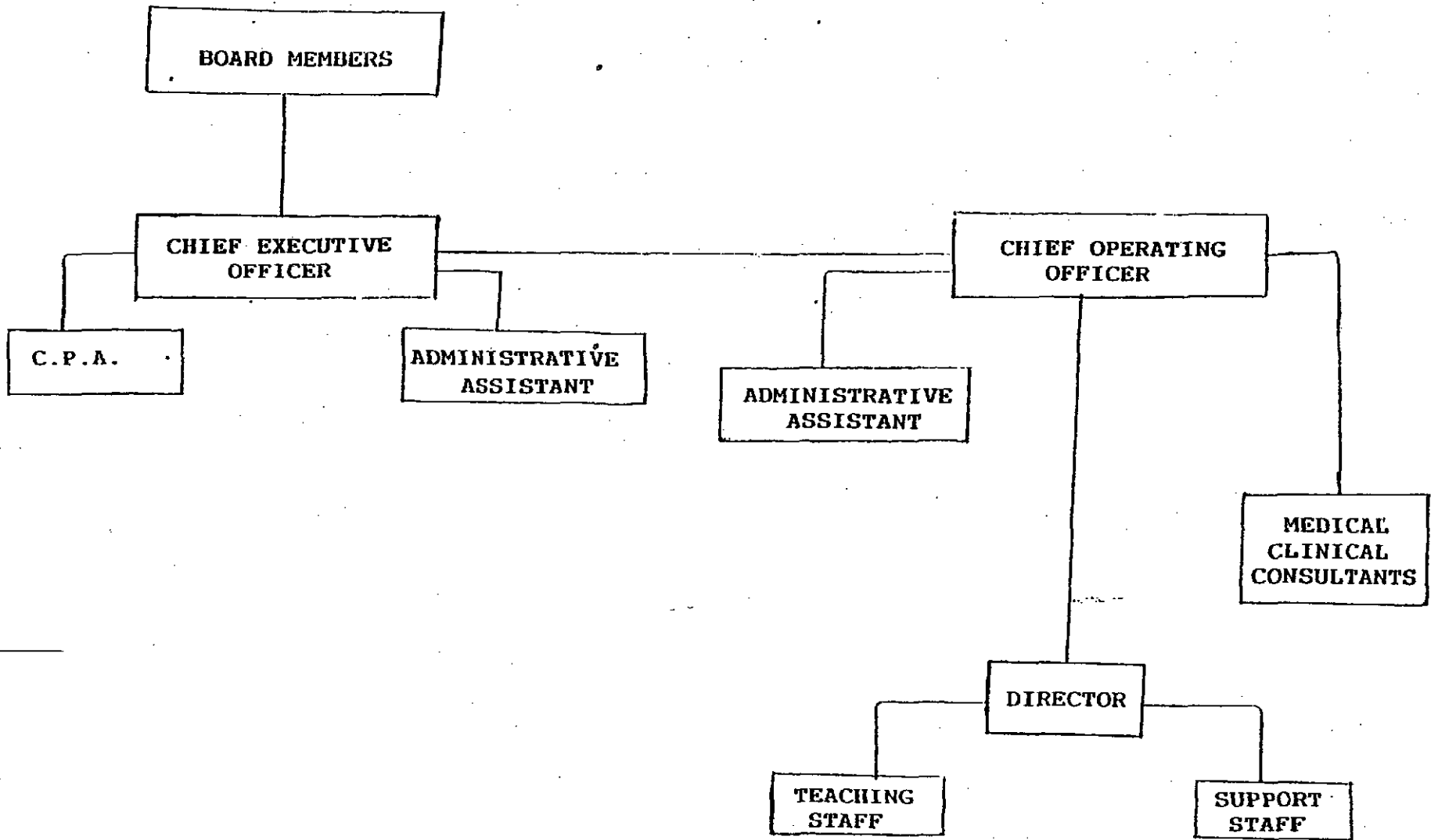
1. Chief Executive Officer
2. Chief Operating Officer
3. Financial Director: Certified Public
Accountant
4. Site Director
5. Administrative Assistant
Accounting and Attendance
Administrative Assistant
Personnel and Attendance

B.

(2a.)

ORGANIZATIONAL CHART

00037 31



V.
B.

(d).

Job Description

Position Title : Chief Executive Officer

Position Summary : Responsible to Houston Alternative Preparatory Charter School's Board of Directors for Administrating policies and procedures as setforth in the By-laws and Articles of Incorporation.

Supervised by : Houston Alternative Preparatory Charter School Board

Salary Range : (In-Kind Position)

Duties (Non-Instructional) :

Write policy for Houston Alternative Preparatory Charter School
Interpret and communicate policy to TEA, and SBOE
Decide employee benefits and administor personnel polices
Gather, analyze accounting data
Prepare reports to TEC, IRS, TEA, and SBOE
Administratre personnel matters
Chair fundraising activities

Qualifications :

Education:

Bachelor degree for an accredited college or university
Training and Certificate of of achievement and Merit in
Management, Sales or Salemanagement

Experience:

10 or more years of Executive experience in Business Management

Other:

Valid Texas Driver's License
Ability to work Flexible hours

V.
B.

(d).

Job Description

Position Title: Chief Operating Officer

Position Summary: To administer the laws as prescribed by Texas Education Agency, State Board of Education and U.S. Office of Education.

Supervised by: TEA, SBOE, Board of Directors Houston Alternative Preparatory Charter School

Salary Range: \$51,500 - \$75,500

Duties (Instructional):

Interpret administrative directives, regulations, and program to staff, community and students.
Administer TEA, SBOE, policy.
Plan, lead, implement, and direct the school's curriculum, extra curriculum program, Diagnostic programs.
Administer Board policy and recommend policy
Supervise Administrative Staff

Duties (Instructional):

Interview staff applicants and make recommendations to Site Director
Coordinate Diagnostic Clinical program with instructional programs.
Serve as a diagnostic clinical team member
Serve as an ARD Committee member
Coordinate Parent Education program
Teach courses in Parent Education program

Qualifications:

Education:

Doctorate of Philosophy Degree in a Allied Health Area for Education

Experience:

At least 10 years Clinical experience in Psychiatric Area

Other:

Valid Texas Driver's License
Ability to work Flexible hours

V.

B.

d.

Job Description

Position Title: Certified Public Accountant

Position Summary: Serve as fiscal authority and financial advisor to Chief Executive Officer on all funds received by the organization.

Supervised by: Board of Directors and the Chief Executive Officer

Salary Range: \$7,500 - \$12,000

Duties (Non-Instructional) :

Guide financial accountability in accordance with standards of fiscal management governing non-profit organizations.
Prepare accountability reports to Board and administration staff
Prepare IRS, TEC and other Audit reports as needed
Prepare and respond to TEA Fiscal and Financial request
Prepare employee yearly income statements
Reconcile Bank Statements and expenditure accounts
Advise and monitor in all Fundraising matters
Participate in Administrative decision making matters as requested by Chief Executive Officer or Board

Qualifications :

Education :
Master Degree in Business or related area.

Experience:
20 years experience as an Accountant

Other:
Licensed by State of Texas as a Certified Public Accountant

V.

B.

(d).

Job Description

Position Title: Site Director

Position Summary: The Site Director is responsible for the organizational and instructional leadership of Houston Alternative Preparatory Charter School

Supervised by : Chief Operations Officer

Salary Range: \$40,897 - \$65,014

Duties (Instructional):

Supervised classroom staff
Facilitate and account for planning and elementary school plans and programs.
Interpret and administer schools educational and clinical program
Direct and maintain accurate procedures for student and staff personnel accounting
Prepare various reports for State, local, and regulatory bodies
Administer the Board of Education policies
Direct the process of requisitioning, distributing and accounting for textbooks and equipment
Work in concern with teachers staff, parents to support the academic environment.
Serve as a member of the Diagnostic Clinical Team
Direct parent education program

Duties (Non-Instuctional):

Interview staff applicants and make recommendation for hire
Oversee maintenance of the School plant and school grounds
Maintain and supervise inventories of furniture, fixtures, supplies, and materials
Participate in fundraising activities.

Qualifications:

Education:

Master's Degree from accredited College or University
5 years Administrative Experience
10 years Experience in work with children and family

Other:

Current Clinical License from State of Texas

00041

V.

B.

(d).

Job Description

Position Title: Administrative Assistant, Personnel

Position Summary: Assist in all matters of administration of
Houston Alternative Preparatory Charter School

Supervised by: Chief Operation Officer

Salary Range: \$12,000 - \$36,000

Duties

Implement procedures for screening and collecting data on applicants
Advise on food, transportation, equipment, furniture, computers purchases
Advise and guide student(parent) referrals and admission
"Trouble shoot", intervene and problem-solve where needed and as requested
Assist in implementing Parent Education programs.

Qualifications:

Education:

High School Diploma
Two or more years of college

Experience:

10 or more years work as an Administrative Assistant
10 or more years work experience in Psychiatry
5 or more years work experience as a supervisor of clerical employees

Other:

Valid Texas Driver's License
Flexibility in work hours

V.

B.

(d).

Job Description

Position Title: Administrative Assistant, Accounting

Position Summary: Assist the Chief Executive Officer and Certified Public Accountant in accounting and Personnel matters

Supervised by: Chief Executive Officer and Certified Public Accountant

Salary Range: \$12,000 - \$36,000

Duties (Non-Instructional):

Prepare accounting reports
Develop and maintain Personnel Files
Coordinate and maintain data in purchases, equipment, and supplies
Assignments as directed by the Chief Executive Officer
Assignments as directed by the Certified Public Accountant
Assist in implementing Parent Education program.

Qualifications:

Education:
High School Diploma
Two years of college

Work Experience:

10 to 15 years work experience in Accounting and Bookkeeping
5 years work experience as a supervisor of accounting employees.

Other:
Valid Texas Driver's License
Flexibility in work hours

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V.
A.

ONE-YEAR EMPLOYEE PROBATIONARY CONTRACT
FOR INSTRUCTIONAL ASSIGNMENT
AT HOUSTON ALTERNATIVE PREPARATORY CHARTER SCHOOL

SECTION I.
AGREEMENT

This Contract is entered into on the _____ day of _____, 2000, by and between the Board of Directors (Board) of Houston Alternative Preparatory Charter School (District), and _____ (Employee) Social Security Number: _____ under the following terms and conditions:

- (1) The Board hereby agrees to employ the Employee and the Employee agrees to serve the Board by engaging in duties as assigned by the _____ of the _____ for the school year. The Employee shall be employed on a 12-month basis, according to the hours and dates set by the District as they exist or are hereafter amended.
- (2) The Employee shall report to the Chief Operating Officer on all administrative, operational and educational issues.

SECTION II.
COMPENSATION

- (3) The Board agrees to pay the Employee for the services rendered an annual salary according to the salary offered by the Board in the amount of \$_____ and thus agreed up on by the Employee, thus adopted by the Board for placement into the Salary Schedule. The employee understands and agrees that only the Board is authorized to establish an annual salary and that any representation made by any other person regarding salary is of not effect and shall not be relied upon.
- (4) This Contract does not cover any stipends or other payments made for supplemental duties. It is understood and agreed that any such payments are not included as part of the annual salary. No property right to continued employment exists in such supplemental duties regardless of whether stipends are paid, and such duties may be terminated for any reason or for no reason at the sole discretion of the District.

SECTION III.
TERMS OF AGREEMENT

- (5) It is understood and agreed by the parties to this contract that the Employee shall perform his or her duties faithfully and to the best of his or her skill and ability. Furthermore the employee shall comply with and be subject to, state, and federal laws, and District policies, procedures, rules, regulations, and administrative directives as they exist or may be hereafter amended, issued, enacted, or adopted during the terms of this Contract.
- (6) It is understood and agreed by the parties to this Contract that the Chief Operating Officer of HAPCS District or his or her designee, shall have the right to assign such duties to the Employee as deemed proper, the employee may be assigned or reassigned to other positions or duties, additional duties, changes in responsibilities or work, transfers, or reclassifications at any time during the contract.

(7) The tentative job responsibilities of the Employee in this instructional position include, but are not limited to, the following administrative, educational, and teaching services.

- Develop long range plans for the educational component for
- Provide students with appropriate learning activities and experiences designed to fulfill their potential for intellectual, emotional, physical, and social growth.
- Diagnose the learning disabilities of students on a regular basis, seek the assistance of the education service center as required.
- Assure that proper testing is done for those students that may not have been properly diagnosed with learning disabilities.
- Develop and write appropriate goals, objectives, activities, and evaluative criteria for each student assigned to the teacher.
- Assess and determine the educational needs of students at Houston Alternative Preparatory Charter School.
- Provide instructional activities to implement each child's Individualized Educational Program.
- Employee a variety of instructional techniques and instructional media consistent with the physical limitations of the location provided and the needs and capabilities of the individuals or student groups involved.
- Provide guidance to the pupils in promoting their welfare and proper educational development.
- Maintain an accurate record of student's progress toward his/her established goals.
- *Maintain accurate pupil accounting records* in compliance with local and state requirements.
- Develop and implement rules and regulations of the management of the classroom with the approval of the principal. Assist the administration in implementing all policies and rules governing student life and conduct. Maintain order in the classroom in a fair and just manner.
- Provide assistance in the development of academic and vocational program to better prepare students for a more successful return to society.
- Provide assistance in the development of computer labs designed to provide out students with advanced credit course which allows a student to work back up to a grade level, college prep courses, GED courses work, and college credits via the Internet for those who complete their GED study and want to attend college (if age appropriate).
- Teach GED course material and prepare GED students for successful testing.
- Teach required courses and course material to eligible students for graduation credit for a minimum of 4-5 classes a day.
- Provide for the care and protection of school property.
- Assure that Texas Education Agency requirements are being met and maintained.
- Cooperate and participate in the planning and evaluation of the school program.
- Cooperate with the board of directors, the superintendent, director, principal and other staff members in improving the curriculum and the instructional program.
- Take part in the in-service education program of the school.
- Keep abreast of scholarly productions and research studies in the field of teaching.
- Maintain and improve professional competence.

- Participate in the business and professional activities of the faculty.
- Maintain a professional, cordial and workable relationship with other members of the staff.

SECTION IV. CONDITIONS OF EMPLOYMENT

(8) This Contract is conditioned on the Employee providing the necessary certification, service records, teaching credentials, medical records, and other records required by law or the District. Failure of the Employee to provide this information constitutes a rejection of the employment offer to the Employee such that this Contract is void. Failure of the Employee to maintain certification in the position(s) assigned may be grounds for dismissal. Any false statements, misrepresentations, omissions, or fraud by the Employee in or concerning any required records or information shall be grounds for the termination of employment. Employee hereby represents that he/she has made written disclosure to the District of any conviction for a felony or an offense involving moral turpitude.

(9) The Board has not adopted any policy, rule, regulation, law or practice for tenure. No right of tenure is created by this Contract. This Contract shall not grant or create any contractual or other expectancy of continued employment or claim of entitlement to employment beyond the term of the Contract.

(10) The Employee shall serve a probationary period as provided in Texas Education Code, Chapter 21, Subchapter C, for maximum of three school years of continuous employment in the District unless, during the third year of employee's probationary contract, the board determines that it is doubtful whether the employee should be given continuing or term contract. In that event, the employee shall serve a fourth probationary year. However, the probationary period shall be a maximum of one year for an employee. The Board's decision to terminate the employment of the Employee at the end of the Contract term shall be final and may not be appealed.

(11) It is understood and agreed by the Board and the Employee, that upon acceptance of this Contract by the Employee, all previous contracts of employment with the Board are superseded and terminated and are of not force and effect.

SECTION V. CONTINGENCY OF PROGRAM FUNDING

(14) During the term of this Contract, the Employee may be terminated for good cause, or for any reason stated in board policy or this Contract. Good cause is defined as failure to meet the accepted standards of conduct for the profession as generally recognized and applied in similarly situated school districts in the State. In lieu of discharge, the District may suspend the Employee without pay for good cause for a period not to extend beyond the end of the school year covered by this Contract. This Section of the Contract is governed by Section 21.104 of the Texas Education Code, any amendment there to shall be incorporated herein.

(15) The Board may terminate this Contract at the end of the contract period if the Board's judgment the best interests of the District will be served by terminating the employment; provided, however, the Board gives notices of its intention to terminate the employment in accordance with, and as provided for in Section 21.103 of the Texas Education Code.

(16) The Employee may resign at the end of the school year covered by this Contract by filing a written resignation with the Board so long as it filed by the 45th day before the first day of instruction of the following school year in accordance with Section 21.105 of the Texas Education Code. If the Employee attempts to resign at any other time, the Employee will be released from this Contract only with the written

consent of the Board. If the Board does not consent to release the Employee and the Employee nevertheless abandons the Contract, the District may file a complaint seeking sanctions against the Employee with the State Board of Educator Certification.

(17) In the event the Employee seeks to terminate this contract in less than one (1) year for other reasons other than just cause (legal reasons) the Employee shall owe to the company a sum of three (3) months salary plus benefits.

**SECTION VII.
LEGAL SCOPE OF AGREEMENT**

(18) Invalidity of any portion of this Contract under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of the Contract.

A. Texas Law To Apply: This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are executed in Houston, Texas.

B. Parties Bound: This agreement shall be binding upon the insure the benefit of the parties hereto and their respective heirs executors, administrators, legal representative, successors and assigns where permitted by this agreement.

C. Legal Construction: In case of any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable, it shall not affect any other provisions thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

D. Staff Qualification: All staff or support personnel involved in executions and or fulfillment of this contract must be reviewed and approved by the Chief Operating Officer Utilization of non-approved staff in the spectrum or fulfillment of the performance of a contract shall be grounds of immediate termination of said contract. Employee must allow the company to utilize credentials as a company resource during the period of this contract.

E. Prior Agreement Superseded: This agreement constitutes the sole and only agreement of the parties hereto sand supersedes any understanding or written or oral agreements between the parties respecting and within subject matter.

F. The Contract in its entirety with the performance review may be negotiated in a period not to exceed less than 12 months from the date of effect.

This offer of employment expires if this contract is not signed and returned to the Chief Operating Officer by the Employee on or before _____. Failure to return the signed Contract by this date shall constitute a rejection of the employment offer and the District will not employ Employee.

I have read this Contract and agree to Comply with its terms and conditions.

Executed at _____, Houston, Texas on the day, month, and year listed above
in written form.

Employee

Date

President, Board of Directors

Date

V.
A.

Houston Alternative Preparatory Charter School
EMPLOYEE EVALUATION FORM

Name: _____ Date: _____

Department: _____ Job Title: _____

Purpose of this Employee Evaluation:

To take a personal inventory, to pin-point weaknesses and strengths and to outline and agree upon a practical improvement program. Periodically conducted, these Evaluations will provide a history of development and progress.

Instructions:

Listed below are a number of traits, abilities, and characteristics that are important for success in business. Place an "X" mark on each rating scale, over the descriptive phrase which most nearly describes the person being rated. (If this form is being used for self-evaluation, you will be describing yourself).

Carefully evaluate each of the qualities separately.

Two common mistakes in rating are (1) A tendency to rate nearly everyone as "average" on every trait instead of being more critical in judgment. The rater should use the ends of the scale as well as the middle, and (2) The "Halo Effect," i.e. a tendency to rate the same individual "excellent" on every trait or "poor" on every trait based on the overall picture one has of the person being rated. However, each person has strong points and weak points and these should be indicated on the rating scale.

ACCURACY Is the correctness of work duties performed.

_____	_____	_____	_____	_____
Makes frequent errors.	Careless, makes recurrent errors.	Usually accurate makes only average number of mistakes.	Requires little supervision, is exact and precise of the time.	Requires absolute minimum of supervision, is almost always accurate.

APTITUDE Is the ability to grasp instructions, to meet changing conditions and to solve novel or problem situations.

_____	_____	_____	_____	_____
Slow to "catch on".	Requires more than average instructions and	Grasps instructions with average ability.	Usually quick to understand and learn.	Exceptionally keen and quick-learning.

CREATIVITY is talent for having new ideas, for finding new and better ways of doing things and for being imaginative.

_____	_____	_____	_____	_____
Rarely has a new idea; is unimaginative.	Occasionally comes up with a new idea.	Has average imagination; has reasonable number of new ideas.	Frequently suggests new ways of doing things; is very imaginative.	Continually seeks new and better ways of doing things; is extremely imaginative.

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FRIENDLINESS is the sociability and warmth which an individual imparts in his/her attitude toward customers, other employees. His/her supervisor and the person he/she may supervises.

Very distant and aloof.	Approachable; friendly once known by others.	Warm; friendly; sociable.	Very sociable and out-going.	Extremely sociable; excellent at establishing good will.
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PERSONALITY is an individual's personality traits as they relate to his/her personal suitability for the job.

Personality unsatisfactory on this job.	Personality questionable for this job.	Personality satisfactory for this job.	Very desirable personality for this job.	Outstanding personality for this job.
---	--	--	--	---------------------------------------

ATTENDANCE is faithfulness in coming to work daily and conforming to work hours.

Often absent without good excuse and/or.	Lax in attendance and/or reporting for work.	Usually present and on time.	Very prompt; regular in attendance.	Always regular and prompt; volunteers for overtime when needed.
--	--	------------------------------	-------------------------------------	---

HOUSEKEEPING is the orderliness and cleanliness in which an individual keeps his/her work area.

Disorderly or untidy.	Some tendency to be careless and untidy.	Ordinarily keeps work area fairly neat.	Quite conscientious about neatness and cleanliness.	Unusually neat, clean and orderly.
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DEPENDABILITY is the ability to do required jobs well with a minimum of supervision.

Requires close supervision; is unreliable.	Sometimes requires prompting.	Usually takes care of necessary tasks and completes with reasonable promptness.	Requires little supervision; is reliable.	Requires absolute minimum of supervision.
--	-------------------------------	---	---	---

DRIVE is the desire to attain goals, to achieve.

Has poorly defined goals and acts without purpose; puts forth	Sets goals too low; puts forth little effort to achieve.	Has average goals and usually puts forth effort to reach these.	Strives hard; has high desire to achieve.	Sets high goals and strives incessantly to reach these.
---	--	---	---	---

JOB KNOWLEDGE is the information concerning work duties which an individual should know for a satisfactory job performance.

Poorly informed about work duties.	Lacks knowledge of some phases of work.	Moderately informed; can answer most common questions.	Understands all phases of work.	Has complete mastery of all phases of job.
------------------------------------	---	--	---------------------------------	--

QUANTITY OF WORK is the amount of work an individual does in a work day.

Does not meet minimum requirements.	Does just enough to get by.	Volume of work is satisfactory.	Very industrious; does more than is required.	Superior work production record.
-------------------------------------	-----------------------------	---------------------------------	---	----------------------------------

PERFORMANCE UNDER PRESSURE is the ability to withstand pressure and remain calm in crisis situations.

Cannot handle pressure; utterly incapable of performing job	Occasionally "blows up" under pressure; is easily irritated.	Has average tolerance for crisis; usually remains calm.	Tolerates most pressure; very good tolerance for crises.	Thrives under pressure restly enjoys solving crises.
---	--	---	--	--

COURTESY is the polite attention an individual gives other people.

Blunt; discourteous; antagonistic.	Sometimes tactless.	Agreeable and pleasant.	Always very polite and willing to help.	Inspiring to others in being courteous and very pleasant.
------------------------------------	---------------------	-------------------------	---	---

OVERALL EVALUATION in comparison with other employees with the same length of service on this job.

Definitely unsatisfactory.	Substandard but making progress.	Doing an average job.	Definitely, above average.	Outstanding.
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COMMENTS

Major weak points are --

1. _____
2. _____
3. _____

and these can be strengthened by doing the following:

Major strong points are --

1. _____
2. _____
3. _____

and these can be used more effectively by doing the following:

Rated by _____ (Name) _____ (Title)

(If not used as a self-evaluation form, the employee should sign below)

A copy of this Report has been given to me and has been discussed with me.

(Employee's Signature) (Date)

00051

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V.
B.

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT

(Print or Type)

Full Name of Sponsoring Entity and Name of Proposed Charter School:
Houston Alternative Preparatory Charter School.

In connection with the above-named organization and charter school application, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any questions fully.)

IF ANSWER IS "NO" OR "NONE". SO STATE

1. Full Name (Initials Not Acceptable:) James H. Abney, Jr
2. Have you ever had your name changed? No If yes, give reason for the change: _____
b. Maiden Name(if female) _____
c. Other names used at any time None
3. Social Security Number*: [REDACTED]
4. Date and Place of Birth: [REDACTED] - Johnston, South Carolina
5. Business Address: 16018 Brook Forest Drive, Houston, Texas 77059
6. List your residences for the last ten (10) years starting with your current address giving:

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>1994-Present</u>	<u>16018 Brook Forest Dr.</u>	<u>Houston, Texas</u>	<u>77059</u>
<u>1976-1994</u>	<u>16007 Havenhurst</u>	<u>Houston, Texas</u>	<u>77059</u>

7. Education: Dates, Names, Locations and Degrees
College: 1973, Talladega College, Talladega Alabama, Bachelor of Arts, Economics.
Graduate Studies _____
Others _____

8. List Membership in Professional Societies and Associations: Faith

8. List Membership in Professional Societies and Associations: Faith United Methodist Church, Dickinson, Texas, Church Treasurer, Finance Committee Member, Board of Trustees Member.
9. Present or Proposed Position with the Proposed Charter School: Chief Executive Officer and Treasurer.
10. List complete employment record (up to and including present jobs, positions, directorates or officership) for the past twenty (2) years:

DATES	EMPLOYER	ADDRESS	TITLE
1991-	Dr. Lucille A. Abney, P.C.	17041 El Camino Real	Business
Current		Suite 110	Manager/
		Houston, Texas 77058	Chief
			Executive
			Officer

11. Present employer may be contacted: (Yes) No (Circle One)
 Former employers may be contacted: (Yes) No (Circle One)
12. a. Have you ever been in a position which required a fidelity bond? NO
 If any claims were made on bond, give details: NO
 b. Have you ever been denied an individual or position schedule fidelity bond, or has a bond cancelled or revoked? NO
 If yes, give details: _____
13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): _____
14. During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked? No If yes, give details: _____
15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? Yes If yes, give details: Wife, Dr. Lucille A. Abney, PhD., Chief Operating Officer.
16. Have you ever been adjudged bankrupt? No
17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information

or indictment charging any felony, or charging a felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any of any federal or state regulatory agency? No

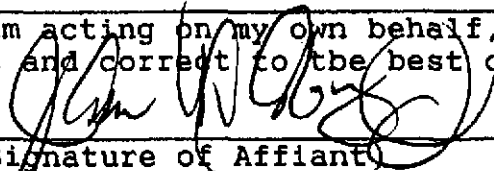
I yes, give details: _____

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? NO. If so, please furnish details: _____

Dated and signed this _____ day of _____, 2000, at _____

I hereby certify under penalty that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.



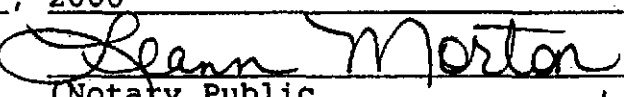
(Signature of Affiant)

State of Texas
County of Harris County

Personally appeared before me the above named _____ personally known to me, who being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 12th day of April, 2000

(SEAL)



(Notary Public
My commission expires 1-4-03

V.
B.

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT

(Print or Type)

Full Name of Sponsoring Entity and Name of Proposed Charter School:
Houston Alternative Preparatory Charter School.

In connection with the above-named organization and charter school application, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any questions fully.)

IF ANSWER IS "NO" OR "NONE". SO STATE

1. Full Name (Initials Not Acceptable:) Dr. Lucille Allen Abney, Phd
2. Have you ever had your name changed? No If yes, give reason for the change: _____

b. Maiden Name(if female) Allen

c. Other names used at any time None

3. Social Security Number*: [REDACTED]
4. Date and Place of Birth: [REDACTED] Shreveport, La
5. Business Address: 16018 Brook Forest Drive, Houston, Texas 77059

6. List your residences for the last ten (10) years starting with your current address giving:

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>1994-Present</u>	<u>16018 Brook Forest Dr.</u>	<u>Houston, Texas</u>	<u>77059</u>
<u>1976-1994</u>	<u>16007 Havenhurst</u>	<u>Houston, Texas</u>	<u>77059</u>

7. Education: Dates, Names, Locations and Degrees

College: Texas Southern University, Houston, Texas 77004,
Major: Social Work, Minor: Psychology, Bachelor of Art 1968

Graduate Studies Atlanta University, Atlanta, Georgia 30314, Degree:
Master of Social Work, WSW, 1971; University of Chicago,
Chicago, Illinois, Social Work Education, 1972; Texas
Womans University, Denton, Texas 76204 Degree: Doctor of
Philosophy, PhD., 1991

Others _____

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8. List Membership in Professional Societies and Associations: Faith United Methodist Church, Dickinson, Texas,; American Association for Marriage and Family Therapy, Texas Association for Marriage and Family Therapy, Houston Association for Perinatal Addiction Research and Education, Association for Play Therapy, Inc.

9. Present or Proposed Position with the Proposed Charter School: Chief Operating Officer

10. List complete employment record (up to and including present jobs, positions, directorates or officership) for the past twenty (2) years:

DATES	EMPLOYER	ADDRESS	TITLE
1991-Current	Dr. Lucille A. Abney, P.C.	17041 El Camino Real, Suite 110 Houston, Texas 77058	Owner/ Clinical Psychotherapist

11. Present employer may be contacted: (Yes) No (Circle One)

Former employers may be contacted: (Yes) No (Circle One)

12. a. Have you ever been in a position which required a fidelity bond? NO
If any claims were made on bond, give details: NO

b. Have you ever been denied an individual or position schedule fidelity bond, or has a bond cancelled or revoked? NO
If yes, give details: _____

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): Licensed Master Social Worker, Advance Clinical Practitioner (LMSWACP), Texas Department of Human Services, Austin, Texas 78756-3183; #S01307; Licensed Marriage and Family Therapist (LMFT) Texas State Board of Examiners of Marriage and Family Therapist; Austin, Texas 78756-3183, #000655-021998

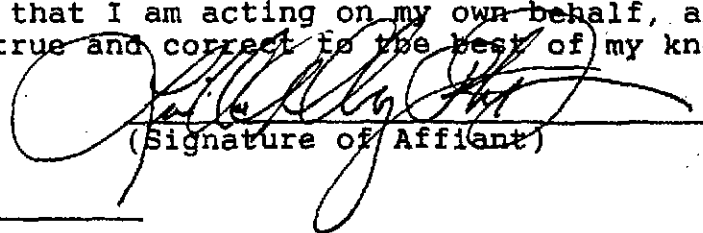
14. During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked? No If yes, give details: _____

15. Will you or members of your immediate family be employed by (direct or through contract) or receive remuneration from the proposed charter school? NO If yes, give details: _____

16. Have you ever been adjudged bankrupt? No
17. Have you ever been convicted or had a sentence imposed or suspended or had promouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any of any federal or state regulatory agency? No
 I yes, give details: _____
18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship?
No
19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? NO. If so, please furnish details: _____

Dated and signed this _____ day of _____, 2000, at _____

I hereby certify under penalty that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.


 (Signature of Affiant)

State of Texas
 County of Harris County

Personally appeared before me the above named _____ personally known to me, who being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 12th day of April, 2000

 (Notary Public)
 My commission expires 1-4-03



V.
B.

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT

(Print or Type)

Full Name of Sponsoring Entity and Name of Proposed Charter School:
Houston Alternative Preparatory Charter School.

In connection with the above-named organization and charter school application, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any questions fully.)

IF ANSWER IS "NO" OR "NONE". SO STATE

1. Full Name (Initials Not Acceptable:) Annetta Louis Vaughn
2. Have you ever had your name changed? No If yes, give reason for the change: _____
- b. Maiden Name(if female) Bradberry
- c. Other names used at any time None
3. Social Security Number*: [REDACTED]
4. Date and Place of Birth: [REDACTED] Gary, In.
5. Business Address: 2646 South Loop West, Suite 520
Houston, Texas 77054
- Business Phone: 713-668-9760

6. List your residences for the last ten (10) years starting with your current address giving:

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>Present</u>	<u>2707 Colonial Lakes</u>	<u>Mo. City, Texas</u>	<u>77459</u>
	<u>2426 Linwood</u>	<u>Mo. City, Texas</u>	<u>77459</u>
	<u>3906 St. Michael Ct.</u>	<u>Sugarland, Texas</u>	<u>77479</u>

7. Education: Dates, Names, Locations and Degrees

College: May, 1972 The University of Houston, Houston, Texas -
Bachelor of Arts,

Graduate Studies The University of Houston, May, 1981 - Master of
Arts-Psychology

Others _____

8. List Membership in Professional Societies and Associations: Texas Counseling Association

9. Present or Proposed Position with the Proposed Charter School: Sit Director

10. List complete employment record (up to and including present jobs, positions, directorates or officership) for the past twenty (2) years:

DATES	EMPLOYER	ADDRESS	TITLE
6/96-Present,	Family Attachment Center	2646 So. Loop W.	Psychotherap

11. Present employer may be contacted: (Yes) No (Circle One)

Former employers may be contacted: (Yes) No (Circle One)

12. a. Have you ever been in a position which required a fidelity bond?
If any claims were made on bond, give details:

b. Have you ever been denied an individual or position schedule fidelity bond, or has a bond cancelled or revoked? No
If yes, give details:

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination) LPC ISSUED 1984

14. During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked? No If yes, give details:

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? NO If yes, give details:

16. Have you ever been adjudged bankrupt? YES
17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any of any federal or state regulatory agency? No
 I yes, give details: _____
18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No
19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? NO. If so, please furnish details: _____

Dated and signed this _____ day of _____
2000, at _____
 I hereby certify under penalty that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

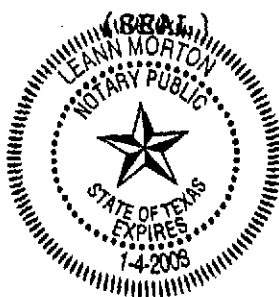
Ornella J. Vaughn
 (Signature of Affiant)

State of Texas
 County of Harris County

Personally appeared before me the above named _____ personally known to me, who being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 12th day of April, 2000

 (Notary Public)
 My commission expires 1-4-03



V.
C.

(1-5)

Houston Alternative Preparatory Charter School

JOB DESCRIPTIONS

Position Title: Music Teacher - Parent Educator

Position Summary: The Music Teacher is essential to the Clinical Team and to the ART Committee - bringing instructional criteria for Emotionally Disturbed Children.

Supervised By: Site Director

Salary Range: Competitive, (Normal & Customary)

Duties (Instructional): Meet and instruct assigned classes and instructional students is planned such that curriculum objectives are met. Maintain an atmosphere where students are contained, taking precautions to protect students, equipment, materials and facilities. Create an atmosphere conducive to learning and experiencing appropriate for the level maturity and instructional needs of the students. Perform other duties as required.

Duties (Non-Instructional): Participate in Team Meetings. Participate in ART Committee Meetings. Communicate and advise parents in student progress and students needs.

Qualifications:

Education: Bachelor Degree in Music Education, and/or 90 hours in Music Education.

Experience: Two (2) years as a Performing Musician.

Other: Experience in working with children with Emotional Disturbance.

V.
C.

(1-5)

Houston Alternative Preparatory Charter School

JOB DESCRIPTIONS

Position Title: Art Teacher - Parent Educator

Position Summary: The Art Teacher is essential to the Alternative Educational Program Team. The Art Teacher provides Instructional and Therapeutic interventions for children, as needed.

Supervised by: Site Director

Salary Range: Normal and Customary, Competitive.

Duties (Instructional): Meet and instruct assigned classes at designated times and locations using lesson plans, curriculum and clinical objectives. Maintain classroom, provide precautions to protect students, equipment, material and supplies. Create classroom environment conducive to learning and experiencing which in appropriate to students level and therapeutic needs.

Duties (Non-Instructional): Participate in Team Meetings. Participate in planning students IEP's, consult and teach parents to perform other duties as required.

Qualifications:

Education: B.A. or 90 Hours in Art Education Certificate in Art Therapy.

Experience: Teaching experience beneficial, on the job training.

Other: Valid Texas Drivers License, experience with emotionally disturbed children.

00062

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V.

C.

(1-5)

Job Description

Position Title: Diagnostician/Parent Educator

Position Summary: Diagnostician is responsible for assessing students for specific learning and emotional problems.

Supervised by : Site Director

Salary Range : \$29,506 - \$46,497

Duties (Instructional) :

Administer appropriate test instruments and analyze test results
Recommend appropriate placement and teaching strategies based on test results
Participate as member of eligibility ARD/IEP committee
Prepare and maintain reports of each students test results
Protect confidential files and reports
Teach in Parent Education Program

Duties (Non-Instructional) :

Conduct in-service for school staff
Substitute teach in the absence of a regular teacher.

Education:

Master degree from accredited college or university
Texas Certification as an Educational Diagnostician or licensed by the State Board of Examiners as a Licensed Specialist in School Psychologist

Other:

Valid Texas Driver's License
Ability to work Flexible hours

0006357

V.
C.

(1-5)

Job Description

Position Title : High School Teacher (2)

Position Summary : An ability to work on an Interdisciplinary Teaching Team and with emotionally disturbed children

Supervised by : Site Director

Salary Range : Competitive

Duties (Instructional) :

Meet and instruct classes as designated using lesson plans and curriculum objectives to meet student needs.
Maintain a classroom, management plan, taking precautions to protect students, equipment, materials and facilities.
Create a classroom environment conducive to learning which is appropriate for the maturity and interest level of the students

Duties (Non-Instructional) :

Participate in Team meeting
Participate in ARD committee meetings
Conduct parent conferences
Other duties as required

Qualifications :

Education:
Bachelor degree
Certification in High School subject areas

Experience:
On-the-Job training
Work with children with emotional disturbance

Other:
Valid Texas Drivers License
Flexibility in work hours

00064

V.
C.

(1-5)

Job Description

Position Title: Intermediate Teacher (2)

Position Summary: An ability to work with emotionally disturbed 6, 7, and 8th graders on an interdisciplinary teaching team and clinical team.

Supervised by : Site Director

Salary Range : Competitive

Duties (Instructional) :

Meet and instruct assigned classes as designated, using lesson plans, and curriculum objectives
Maintain classroom per a management plan taking precautions to protect students, equipment, materials and facilities.
Create a classroom environment conducive to learning which is appropriate for the maturity and interest level of the student.

Duties (Non-Instructional) :

Participate in Team meeting
Participate in ARD committee meetings
Conduct parent conferences
Other duties as required

Qualification :

Education:
Bachelor Degree from accredited college or university
Texas Certification in one or more areas, as a Middle School Educator

Other: Valid Texas Drivers License
Flexibility in work hours

V.

C.

(1-5)

Job Description

Position Title: School Nurse/Parent Educator

Position Summary: School Nurse is responsible for implementation of school health program to students, parents, teachers, staff and school community.

Supervised by: School Director

Salary Range: Competitive

Duties (Non-Instructional) :

Provide direct health care, emergency first aids, and related Public health and safety services according to policies and procedures.

Screen and monitor for communicable disease and student immunization

Administer and monitor student medications

Promote health counseling and health information to families

Make home visits and follow through on health problem

Serve as a member of the Diagnostic Team

Assist Clinical and Medical Support Consultants

Supervise and train Psychiatric Technicians

Protect the confidentiality of student parent records

Qualifications :

Education :

Currently licensed as an Registered Nurse in the State of Texas

Experience:

10 years work experience in Psychiatry

Other:

Valid Texas Driver's License

Flexibility work hours

V.
C.
(1-5)

Job Description

Position Title: Special Education Teacher/Parent Educator

Position Summary: The Special Education Teacher is responsible for serving as a resource to the schools staff and clinical practitioner in the development of instructional programs and related services for student with educational disturbance and other special needs.

Supervised by: Chief Operations Officer and Site Director

Salary Range: \$36,476 - \$57,578

Duties (Instructional):

Consult with parents, school staff and clinical consultants to institute instructinal alternative for students with emotional disturbance.

Participate in the ARD/ Individual Educational plan process

Assist in providing inservices and current resources to school staff and Clinical Consultants

Serve as a resource to staff regarding transitional services and instructional materials

Assist personnel in submitting accurate Management information system for Special Education (MISSE) forms, transportation, staffing reports and logs

Maintain the confidentiality of student records

Duties (Non-Instructional):

Appraise teachers in accordance with school and state mandates

Perform other related duties as assigned

Qualifications:

Education:

Master's degree from accredited college or university

Texas Education Agency certification as a Special Education Teacher and/or Certification for Severely Emotionally Disturbed and Autistic children.

Experience:

Three years direct teaching with Special Education populations

Work on interdisciplinary team developing instructional programs.

Other:

Valid Texas Driver's License

ESL Certification

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V.

C.

(1-5)

Job Description

Position Title(s): Pre-Kindergarten Teacher
Kindergarten Teacher

Position Summary: To contribute to the Educational Planning and Diagnostic assessment of Pre-Kindergarten and Kindergarten students

Supervised by: Site Director

Salary Range: Competitive

Duties (Instructional):

Meet and instruct assigned students as designated using lesson plans, curriculum objectives, classroom manager plan.

Use appropriate precautions to protect students, equipment, materials, and facility.

Create classroom environment conducive to learning which is appropriate for the maturity, special needs and interest levels of the students.

Supervise Teacher/Assistant

Duties (Non-Instructional)

Meet with Diagnostic Team
Meet and share with parents
Participate in Enrichment Curriculum
Supervise Meal time student groups
Supervise psychiatric Technician
Supervise Teacher Assistant

Qualifications:

Education:
Ninety (90) semester hours of College Credit or Sixty semester hours of college credit-education major or Bachelor Degree

Experience:
One year teaching experience beneficial or on-the-job training

Other:
Ability to do home visits throughout Metro Area
Valid Texas Drivers License with appropriate insurance coverage
Certified as ESL Teacher

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V.
C.
(1-5)

Job Description

Position Title : Psychiatric Technician (Psyche Tech)

Supervised By : School Nurse and Site Director

Position Summary : Works as a member of the teaching and student student care team, in and outside the classroom.

Duties : To perform one to one duties with students
To assist in containing student in classroom
To supervise and guide student movements
To read student assessments and provide appropriate interventions within the classroom
Conduct and participate in physical exercise
Conduct and organize physical activities

Salary Range : \$17,000 - 27,000

Duties (Non-Instructional):

To assist student in developing self help skills
To assist school nurse as directed
To assist students with hygiene, grooming, and food tasks

Qualifications:

Education:

High School Diploma or GED
Bachelor or Associate's degree in Psychology or Sociology or Allied Health Area

Experience:

Two years experience in a Psychiatric setting

Other requirements:

Valid Texas Drivers License
Ability to work Flexible hours

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V.

C.

(1-5)

Job Description

Position Title: Parent Educator/Program Coordinator

Position Summary: Responsible for implementing the parent education program and working on Interdisciplinary teaching and clinical team.

Supervised by: Site Director

Salary Range: Competitive

Duties (Instructional) :

Implement a parenting program for Families whose children are enrolled at Houston Alternative Preparatory Charter School
Implement a curriculum based instructional program for parents
Implement an instructional parenting curriculum covering developmental stages, infancy, childhood, and adolescence.
Provide training to assist parents in acquiring skills to support the instructional program
Participate in ARD/IEP committee meetings.

Duties (Non-Instructional) :

Perform other related duties as assigned
Identify and provide families with information and referrals on appropriate resources which will enable students meet IEP goals.
Maintain records according to the standards of confidentiality.

Qualifications :

Education :

Masters degree in Social Work and License as a Social Worker (LMSW) by the State or Masters degree, and a License as a Professional Counselor (LPC) by the State.

Experience:

Three years experience working with disturbed children, adolescents and their families.

Other:

Valid Texas Drivers License
Flexibility in work hours

V,

D.

1.-2

CODE OF CONDUCT

CONFERENCE

A conference will be held with the student, the parent, appropriate staff member(s), and administrator to develop a plan for improving behavior.

Corporal Punishment

Corporal punishment shall not be established as a disciplinary tool for use at Houston Alternative Preparatory Charter School.

Parental Agreement for Behavior Plan

Disciplinary Plan Developed

Parental Agreement for Disciplinary Plan

Place a check beside the appropriate response below:

_____ I have participated in a conference regarding my child's behavior and agree with the options developed.

_____ I have participated in a conference regarding my child's behavior and do not agree with the options developed.

Timeout

The student may be excluded from regular contact with peers during a portion of the school day, entire school day, or for a designated period of time. Timeout may occur in the Director's office, or other designated area on the school site. Assigned class work, or special assignment may be given during period of timeout.

Transfer

The Site Director, through the Chief Operating Officer, may recommend that a student be transferred from Houston Alternative Preparatory Charter School. The student is pending a hearing and/or action by the ARD or Clinical team, through this action, the student may be recommended for transfer to another school. The student and parents are counseled on the problem(s), placement may be followed in accord with the rights of students and the mission of Houston Alternative Preparatory Charter School.

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D.

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Code of Conduct

School is a place where students are to be educated and feel safe. At Houston Alternative Preparatory Charter School the benefit that they should be able to learn in school that is safe and orderly. We, at HAPCS insist on this because we want the best for your child. Open and honest communication with you is the best way we know to achieve this goal.

Students, parents and school must share the responsibility for creating the best possible school setting. The school must provide a quality staff and programs to help children learn to take responsibility for their actions. Students must respect themselves, the school, staff members, and their classmates. The following guidelines have been set to insure consistency in discipline at schools.

School Wide Participation in STAR Program

STAR stands for Successful Team Players Act Responsibly and is a part Houston Alternative Preparatory Charter School's discipline procedure. The ultimate goal of the STAR program is to encourage cooperation. The five major points of the STAR program are:

1. Make good choices
2. Be positive and productive
3. Take responsibility for their own behavior
4. Help others to be successful
5. Work towards continuous improvement
at home, at school and in the community

Actions and Responsibilities

Disciplinary actions are taken with the aim of correcting behavior patterns and to teach responsibility. Most behavior problems can be handled routinely with properly organized school and classroom programs. Nearly all students respond satisfactorily to friendly encouragement, firm direction and understanding guidance. For those students who do not, and to protect the rights of all our children, it is important that parents and students understand the consequences of misbehavior. There are certain responsibilities we share in helping the students overcome behavior problems. If a student's misbehavior is directly related to an identified handicap, the school staff will take such conditions into account. A student who becomes involved in areas of problem behavior will be subjected to certain disciplinary actions and a behavior file will be maintained. Depending upon the seriousness of the behavior problem, one or more of the following actions will be taken by the school staff. In the case of severe violations of rules, the disciplinary action taken may extend beyond these guidelines, but will always be decided through administrative conference, first.

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D.

3. ATTENDANCE

Houston Alternative Preparatory Charter School's mandatory student attendance plan will comply with Education code, Chapter 25, Sec.25.092. Minimum Attendance Sec. 25.093 Compulsory Attendance; Sec. 25.081 Operation of Schools and Sec. 25.082. School Day.

Consistent school attendance is a habit every student should develop while attending elementary school. Consistent attendance is essential for each student to take advantage of his/her educational opportunities. If it is necessary for a youngster to be absent from school, we require the following:

1. Upon return, a note from the parent explaining the reason for the absence.
2. It is the student's responsibility to make-up any work missed.
3. Excused Absence: All absences will be excused as long as the parent notifies the school and absenteeism is for a legitimate reason and has not become excessive.
4. Unexcused Absence: Students will be unexcused until a written note is sent in explaining the absence. Students will be required to complete their work and it will be graded as credit or no credit. No credit will be equated to failing grade.

If a student accumulates 2 unexcused absences in a semester, parents will be notified and a warning issued. Students with 3 unexcused absences will be reported as truant. The attendance policy passed by the State of Texas in House Bill 417 states that in order to receive class credit, a student must attend class at least eighty (80) days each semester.

Sufficient reason shall include but not limited to:

- Illness of the student
- A funeral of a family member or close friend
- Doctor/dental appointments that cannot be scheduled outside the school day
- Prearranged absences

VI. Business Plan

A. Financial Management

- (1) See template A
- (2) See template (Appendix VI)
- (3) See template (Appendix VI)
- (4) Fund Raising Policy (Attached)
- (5) The Business Procedures handbook to be used by the certified Public Accountant is entitled Manual for Non-Profit-Organizations published by Practitioners publishing company. (This manual is too voluminous to include as an attachment)
Other policies and procedures have been spelled out in Human Resources Section of this Application and in areas throughout the application. The following forms are included for review:
One-Year Employee Probationary Contract
Employee Evaluation Form
Temporary Part-time Employee Record
Teaching Faculty Professional Staff Profile
Personal Data Sheet
Employee Leave Form
Daily Staff/Faculty Attendance/Travel Sheet
Time Sheet
Complaint form
- (6) See attached Monthly Status Form to Board
- (7) Portal Software System has been identified for use, as its capacity for accounting satisfies the Public Education Information Management System (PEIMS) mandate. If capacity includes accounting for Students Attendance, Recordkeeping for (Personnel data) Financial Ledgers, with codes formats, procedures and data collection standards.

B. Facility Management.

1. The proposed facility is located at 6630 Harwin Street, Houston, Texas 77036 in the Cooperate Pines Business Complex. the complex is a spiraling two story business park area. The units are varied in architectural design connected with covered hallways aand atruim.

2. The site is suitable because it is strategically accessible to mass transportation two blocks off Southwest freeway and build-out cost is included in the lease agreement. The facility meets all city, county and state codes for ventilating, lighting, health, fire, and water. This facility housed a "public school" for many years.

3. The facility has a unique ground or "park-like" area in the back, fenced and well landscaped. This ground area is available and offered by the landlord for possible school playground. There is No cafeteria or general assembly areas. There are laboratories, that accommodate current tenants, others will be built to specification within the school designated lease space.

4. There have been NO progress, partnership developments nor future steps towards acquisition of a facility/land, at this time by the board.

5. A proposed lease agreement is attached.

Appendix VI

Financial Templates

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Charter School Budget Categories

	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Net Assets at Beginning of Year				\$0
Estimated Revenues:				
Local Sources				\$306,000
State Sources				\$360,000
Federal Sources				\$75,000
Other Sources				\$0
Total Estimated Revenues		\$0	\$0	\$741,000
Estimated Expenses:				
Payroll Costs	6100			\$513,660
Professional and Contracted Service:	6200			\$127,392
Supplies and Materials	6300			\$15,996
Other Operating Costs	6400			\$71,844
Debt Expense	6500			\$0
Total Estimated Expenses		\$0	\$0	\$728,892
Gains	7950			\$12,108
Losses	8950			\$0
Change in Net Assets		\$0	\$0	\$0
Net Assets at End of Year		\$0	\$0	\$12,108

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Instruction	11				
Payroll Costs		6100			\$251,460
Professional and Contracted Services		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$6,000
Debt Expense		6500			\$32,050
Total Instruction			\$0	\$0	\$257,460
Instructional Resources and Media Services	12				
Payroll Costs		6100			\$0
Professional and Contracted Services		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Instructional Resources and Media Services			\$0	\$0	\$0
Curriculum Development and Instructional Staff Development	13				
Payroll Costs		6100			\$44,450
Professional and Contracted Services		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Curriculum and Instructional Staff Development			\$0	\$0	\$44,450

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Instructional Leadership:	21				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Interest		6500			\$0
Total Instructional Leadership			\$0	\$0	\$0
School Leadership:	23				
Payroll Costs		6100			\$107,468
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$4,000
Other Operating Costs		6400			\$2,000
Debt Interest		6500			\$0
Total School Leadership			\$0	\$0	\$113,468
Guidance, Counseling and Evaluation Services	31				
Payroll Costs		6100			\$34,644
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$3,000
Other Operating Costs		6400			\$0
Debt Interest		6500			\$0
Total Guidance, Counseling and Evaluation Services			\$0	\$0	\$37,644

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Social Work Services:	32				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Social Work Services			\$0	\$0	\$0
Health Services:	33				
Payroll Costs		6100			\$75,645
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$3,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Health Services			\$0	\$0	\$78,645
Student Transportation	34				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$43,200
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Student Transportation			\$0	\$0	\$43,200

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Food Services:	35				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$56,700
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Food Services			\$0	\$0	\$56,700
Cocurricular/Extracurricular Activities:	36				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Cocurricular/Extracurricular Activities:			\$0	\$0	\$0
General Administration:	41				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$39,800
Debt Expense		6500			\$0
Total General Administration			\$0	\$0	\$39,800

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Plant Maintenance and Operations:					
	51				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Plant Maintenance and Operations			\$0	\$0	\$0
Security and Monitoring Services:					
	52				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Security and Monitoring Services:			\$0	\$0	\$0
Data Processing Services:					
	53				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$7,500
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Data Processing Services			\$0	\$0	\$7,500

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Community Services:	61				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Community Services			\$0	\$0	\$0
Fund Raising:	81				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$20
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Fund Raising			\$0	\$0	\$20,000

Charter School Budget Categories

	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Net Assets at Beginning of Year				\$0
Estimated Revenues:				
Local Sources				\$50,000
State Sources				\$700,000
Federal Sources				\$100,000
Other Sources				\$151,450
Total Estimated Revenues		\$0	\$0	\$901,450
Estimated Expenses:				
Payroll Costs	6100			\$676,567
Professional and Contracted Service:	6200			\$127,400
Supplies and Materials	6300			\$19,000
Other Operating Costs	6400			\$71,850
Debt Expense	6500			\$0
Total Estimated Expenses		\$0	\$0	\$894,817
Gains	7950			\$6,633
Losses	8950			\$0
Change in Net Assets		\$0	\$0	\$0
Net Assets at End of Year		\$0	\$0	\$6,633

Charter School Houston Alternative Preparatory Charter School
For the Fiscal Year Ended August 31, _____ Year 2

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Instruction	11				
Payroll Costs		6100			\$354,260
Professional and Contracted Services		6200			\$0
Supplies and Materials		6300			\$6,000
Other Operating Costs		6400			\$32,050
Debt Expense		6500			\$0
Total Instruction			\$0	\$0	\$386,310
Instructional Resources and Media Services	12				
Payroll Costs		6100			\$104,550
Professional and Contracted Services		6200			\$0
Supplies and Materials		6300			\$3,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Instructional Resources and Media Services			\$0	\$0	\$107,550
Curriculum Development and Instructional Staff Development	13				
Payroll Costs		6100			\$0
Professional and Contracted Services		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Curriculum and Instructional Staff Development			\$0	\$0	\$0

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Instructional Leadership:	21				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Interest		6500			\$0
Total Instructional Leadership			\$0	\$0	\$0
School Leadership:	23				
Payroll Costs		6100			\$107,468
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$4,000
Other Operating Costs		6400			\$2,000
Debt Interest		6500			\$0
Total School Leadership			\$0	\$0	\$113,468
Guidance, Counseling and Evaluation Services	31				
Payroll Costs		6100			\$34,644
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$3,000
Other Operating Costs		6400			\$0
Debt Interest		6500			\$0
Total Guidance, Counseling and Evaluation Services			\$0	\$0	\$37,694

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Social Work Services:	32				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Social Work Services			\$0	\$0	\$0
Health Services:	33				
Payroll Costs		6100			\$75,645
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$3,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Health Services			\$0	\$0	\$78,645
Student Transportation	34				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$43,200
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Student Transportation			\$0	\$0	\$43,200

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Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Food Services:	35				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$56,700
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Food Services			\$0	\$0	\$56,700
Cocurricular/Extracurricular Activities:	36				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Cocurricular/Extracurricular Activities:			\$0	\$0	\$0
General Administration:	41				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$39,800
Debt Expense		6500			\$0
Total General Administration			\$0	\$0	\$39,800

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Plant Maintenance and Operations:					
	51				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Plant Maintenance and Operations			\$0	\$0	\$0
Security and Monitoring Services:					
	52				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Security and Monitoring Services:			\$0	\$0	\$0
Data Processing Services:					
	53				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$7,500
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Data Processing Services			\$0	\$0	\$7,500

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Community Services:	61				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Community Services			\$0	\$0	\$0
Fund Raising:	81				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$20,000
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Fund Raising			\$0	\$0	\$20,000

Charter School Budget Categories

	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Net Assets at Beginning of Year				\$0
Estimated Revenues:				
Local Sources				\$25,000
State Sources				\$2,123,000
Federal Sources				\$50,000
Other Sources				\$50,000
Total Estimated Revenues		\$0	\$0	\$2,248,000
Estimated Expenses:				
Payroll Costs	6100			\$1,394,486
Professional and Contracted Services	6200			\$444,808
Supplies and Materials	6300			\$48,000
Other Operating Costs	6400			\$180,000
Debt Expense	6500			\$0
Total Estimated Expenses		\$0	\$0	\$2,067,286
Gains	7950			\$180,714
Losses	8950			\$0
Change in Net Assets		\$0	\$0	\$0
Net Assets at End of Year		\$0	\$0	\$180,714

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Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Instruction	11				
Payroll Costs		6100			\$793,750
Professional and Contracted Service:		6200			\$20,000
Supplies and Materials		6300			\$15,000
Other Operating Costs		6400			\$50,000
Debt Expense		6500			\$0
Total Instruction			\$0	\$0	\$828,950
Instructional Resources and Media Services	12				
Payroll Costs		6100			\$222,250
Professional and Contracted Service:		6200			\$10,000
Supplies and Materials		6300			\$15,000
Other Operating Costs		6400			\$20,000
Debt Expense		6500			\$0
Total Instructional Resources and Media Services			\$0	\$0	\$247,250
Curriculum Development and Instructional Staff Development	13				
Payroll Costs		6100			\$40,800
Professional and Contracted Service:		6200			\$25,000
Supplies and Materials		6300			\$3,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Curriculum and Instructional Staff Development			\$0	\$0	\$68,800

0009286

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Instructional Leadership:	21				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$50,000
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Interest		6500			\$0
Total Instructional Leadership			\$0	\$0	\$50,000
School Leadership:	23				
Payroll Costs		6100			\$185,268
Professional and Contracted Service:		6200			\$20,000
Supplies and Materials		6300			\$6,000
Other Operating Costs		6400			\$10,000
Debt Interest		6500			\$0
Total School Leadership			\$0	\$0	\$225,268
Guidance, Counseling and Evaluation Services	31				
Payroll Costs		6100			\$38,108
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$3,000
Other Operating Costs		6400			\$0
Debt Interest		6500			\$0
Total Guidance, Counseling and Evaluation Services			\$0	\$0	\$41,108

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Social Work Services:	32				
Payroll Costs		6100			\$38,100
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$1,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Social Work Services			\$0	\$0	\$39,100
Health Services:	33				
Payroll Costs		6100			\$83,210
Professional and Contracted Service:		6200			\$10,000
Supplies and Materials		6300			\$5,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Health Services			\$0	\$0	\$98,210
Student Transportation	34				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$86,400
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Student Transportation			\$0	\$0	\$86,400

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00094

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Food Services:	35				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$113,400
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Food Services			\$0	\$0	\$113,400
Cocurricular/Extracurricular Activities:	36				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Cocurricular/Extracurricular Activities:			\$0	\$0	\$0
General Administration:	41				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$25,000
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$100,000
Debt Expense		6500			\$0
Total General Administration			\$0	\$0	\$125,000

00095 89

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Plant Maintenance and Operations:	51				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$25,000
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Plant Maintenance and Operations			\$0	\$0	\$25,000
Security and Monitoring Services:	52				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$30,000
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Security and Monitoring Services:			\$0	\$0	\$30,000
Data Processing Services:	53				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$20,000
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Data Processing Services			\$0	\$0	\$20,000

00096 9

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Community Services:	61				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Community Services			\$0	\$0	\$0
Fund Raising:	81				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$20,000
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Fund Raising			\$0	\$0	\$20,000

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Cash Flow Projection Worksheet Year 1												
The Fiscal Year Ended August 31st, 2002		Year 1										
Name of Charter School- Houston Alternative Preparatory Charter School												
Contact Person Name	James Abney, Jr											
Telephone Number	281-488-1645											
Rounded to even												
Beg Balance	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Jul	Aug
Cash Inflows												
Local Sources	\$25,500	25,500	25,500	25,500	25,500	25,500	25,500	25,500	25,500	25,500	25,500	25,500
State Sources	\$30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
Federal Sources	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	0	0
Loans	0	0	0	0	0	0	0	0	0	0	0	0
Total Receipt	63,000	63,000	63,000	63,000	63,000	63,000	63,000	63,000	63,000	63,000	55,000	55,000
Cash Outgoes												
Payroll	42,805	42,805	42,805	42,805	42,805	42,805	42,805	42,805	42,805	42,805	42,805	42,805
Services Professional	10,616	10,616	10,616	10,616	10,616	10,616	10,616	10,616	10,616	10,616	10,616	10,616
Rent	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Utilities	816	816	816	816	816	816	816	816	816	816	816	816
Others Services	2,671	2,671	2,671	2,671	2,671	2,671	2,671	2,671	2,671	2,671	2,671	2,671
Supplies	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333
Travel & Other	0	0	0	0	0	0	0	0	0	0	0	0
operating												
Principal and												
interest for loans and												
other financing												
obligations												
Purchases of equipment												
furniture, buildings, land &												
other Capital outlay												
Total cash outgoes	60,741	60,741	60,741	60,741	60,741	60,741	60,741	60,741	60,741	60,741	60,741	60,741
Excess (Deficiency												
inflows to cash												
outgoes for the month	2,259	2,259	2,259	2,259	2,259	2,259	2,259	2,259	2,259	2,259	-5,241	-5,241
Ending Balance	2,592	4,518	6,777	9,036	11,295	13,554	15,813	18,072	20,331	22,590	17,349	12,108

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Cash Flow Projection Worksheet Year 2												
The Fiscal Year Ended August 31st, 2003 Year 2												
Name of Charter School- Houston Alternative Preparatory Charter School												
Contact Person Name	James Abney, Jr											
Telephone Number	281-488-1645											
Rounded to even												
Beg Balance	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Jul	Aug
Cash Inflows												
Local Sources	\$8,454	8,454	8,454	8,454	8,454	8,454	8,454	8,454	8,454	8,454	8,454	8,454
State Sources	\$58,333	58,333	58,333	58,333	58,333	58,333	58,333	58,333	58,333	58,333	58,333	58,333
Federal Sources	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	0	0
Loans	0	0	0	0	0	0	0	0	0	0	0	0
Total Receipt	76,787	76,787	76,787	76,787	76,787	76,787	76,787	76,787	76,787	76,787	66,787	66,787
Cash Outgoes												
Payroll	56,380	56,380	56,380	56,380	56,380	56,380	56,380	56,380	56,380	56,380	56,380	56,380
Services Professional	10,616	10,616	10,616	10,616	10,616	10,616	10,616	10,616	10,616	10,616	10,616	10,616
Rent	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Utilities	816	816	816	816	816	816	816	816	816	816	816	816
Others Services	2,671	2,671	2,671	2,671	2,671	2,671	2,671	2,671	2,671	2,671	2,671	2,671
Supplies	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	0	0
Travel & Other	0	0	0	0	0	0	0	0	0	0	0	0
operating												
Principal and												
interest for loans and												
other financing												
obligations												
Purchases of equipment												
furniture, buildings, land &												
other Capital outlay												
Total cash outgoes	74,883	74,883	74,883	74,883	74,883	74,883	74,883	74,883	74,883	74,883	72,983	72,983
Excess (Deficiency)												
inflows to cash												
outgoes for the month	1,904	1,904	1,904	1,904	1,904	1,904	1,904	1,904	1,904	1,904	-6,196	-6,196
Ending Balance	1,904	3,808	5,712	7,616	9,500	11,424	13,328	15,232	17,136	19,040	12,844	6,648

Cashflow of Appendix VI

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Cash Flow Projection Worksheet												
The Fiscal Year Ended August 31st,		2004	Year 3									
Name of Charter School- Houston Alternative Preparatory Charter School												
Contact Person Name	James Abney, Jr											
Telephone Number	281-488-1645											
Rounded to even												
Beg Balance	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Jul	Aug
Cash Inflows												
Local Sources	\$6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250
State Sources	\$176,916	176,916	176,916	176,916	176,916	176,916	176,916	176,916	176,916	176,916	176,916	176,916
Federal Sources	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0	0
Loans	0	0	0	0	0	0	0	0	0	0	0	0
Total Receipt	188,166	188,166	188,166	188,166	188,166	188,166	188,166	188,166	188,166	188,166	183,166	183,166
Cash Outgoes												
Payroll	116,790	116,790	116,790	116,790	116,790	116,790	116,790	116,790	116,790	116,790	116,790	116,796
Services Professional	37,900	37,900	37,900	37,900	37,900	37,900	37,900	37,900	37,900	37,900	37,900	37,900
Rent	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833
Utilities	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Others Services	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Supplies	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Travel & Other	1,666	1,666	1,666	1,666	1,666	1,666	1,666	1,666	1,666	1,666	1,666	1,916
operating												
Principal and	0	0	0	0	0	0	0	0	0	0	0	0
interest for loans and												
other financing												
obligations												
Purchases of equipment	0	0	0	0	0	0	0	0	0	0	0	0
furniture, buildings, land &												
other Capital outlay												
Total cash outgoes	173,689	173,689	173,689	173,689	173,689	173,689	173,689	173,689	173,689	173,689	173,689	173,695
Excess (Deficiency												
inflows to cash												
outgoes for the month	14,477	14,477	14,477	14,477	14,477	14,477	14,477	14,477	14,477	14,477	9,477	9,471
Ending Balance	14,477	28,954	43,431	57,908	72,385	86,862	101,333	115,816	130,293	144,770	154,247	163,718

VI.

A.

(4)

Fundraising Campaign Annual Developmental Plan

Prepared for Houston Alternative Preparatory Charter School

Overall Goals:

Houston Alternative Preparatory Charter School 2000 fund-raising campaign aims to raise \$100,000 for the administration and operations of the charter school's programs.

Following annual developmental plan will garnish the funds by a campaign seeking gifts and pledges from corporations, foundations, individuals and special events:

Special Goals:

1. To request financial support for operational funds for direct service programs from four major drives:
 - a). Corporations
 - b) Foundations
 - c) Individuals
 - d) Special Events
2. To increase public awareness of the agency in Houston/Harris County.
3. To create opportunities for the general community to provide financial support to Houston Alternative Preparatory Charter School's mission and programs.

Objectives:

1. A total of 25 major gifts, 27 foundation grants and 550 individual gifts should be received to accomplish the school's overall goal.
2. A series of special events, dinner awards' banquet, jock events and telethons, etc., should be programmed during the course of the annual campaign.
3. During the special events, the emphasis should be not only on raising monies, but also publicizing the school's mission and increasing public awareness about the school's programs.

Campaign Strategy:

The fund-raising development campaign strategy should focus on three major phases:

Phase 1 Program planning, Organization, Staffing, Research, Public Relations and Feasibility Study.

Phase 2 Major prospect and Donor Consultation, Solicitation.

Phase 3. General Campaign- Corporate, Foundation, Individual Drives and Special Events

VI.

A.

(5) Houston Alternative Preparatory Charter School

NAME _____ TITLE _____

MONTH OF _____ SOCIAL SECURITY NUMBER _____

STAFF WEEKLY/MONTHLY TIME SHEET

	MON.	TUE	WED	THURS	FRI
TIME IN					
OUT					
TIME IN					
OUT					
TOTAL HRS					

PLEASE INITIAL TOTAL HRS AFTER EACH DAY WORKED

	MON	TUE	WED	THURS	FRI
TIME IN					
OUT					
TIME IN					
OUT					
TOTAL HRS					

PLEASE INITIAL TOTAL HRS AFTER EACH DAY WORKED

	MON	TUE	WED	THURS	FRI
TIME IN					
OUT					
TIME IN					
OUT					
TOTAL HRS					

PLEASE INITIAL TOTAL HRS AFTER EACH DAY WORKED

	MON	TUE	WED	THURS	FRI
TIME IN					
OUT					
TIME IN					
OUT					
TOTAL HRS					

PLEASE INITIAL TOTAL HRS AFTER EACH DAY WORKED

TASK(S) PERFORMED _____

TOTAL HRS. _____ TOTAL AMOUNT REQUESTED \$ _____

I HEREBY ATTEST THAT THE ABOVE INFORMATION SUBMITTED AND REQUESTED BY ME IS CORRECT.

SIGNATURE _____

TITLE _____ DATE _____

RECEIVED BY: _____

VI.
A.

Houston Alternative Preparatory Charter School

Faculty, Staff Daily Attendance Sheet

(5)

Date	Name	LUNCH		OFF SITE TRAVEL		CLOSE OF BUSINESS OUT-TIME
		Time-Out	Time-In	Time-Out	Destination	

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VI.

A.

(5) Houston Alternative Preparatory Charter School

REQUEST FOR LEAVE FORM

Date: _____

Submitted By: _____ SSN _____

Title: _____

Type of Leave Requested:

Vacation _____ Sick _____ Personal _____ Comp _____ Funeral _____

Date(s) and/or Time Requested:

	MM/DD/YR	TIME
Beginning	_____	_____
Ending	_____	_____
Total # of Days Out:	_____	Total Hours Away: _____

What arrangements have you made to handle your job duties while you are away?

Employee Signature _____

Approved _____ Denied _____

Executive Director Date _____

VI.

A.

**HOUSTON ALTERNATIVE PREPARATORY
CHARTER SCHOOL**
AN EQUAL OPPORTUNITY EMPLOYER
TEACHING FACULTY AND PROFESSIONAL STAFF PROFILE

CURRENT DATE _____
(5) PLEASE PRINT OR TYPE ALL RESPONSES

(1) Social Security Number (1)	(2) Name (2)	Maiden Name
	Last First Initial	

Permanent Address	Telephone
	Home Business
(4) Street (5) City & State (6) Zip Code	(9) Sex *
	M=Male F=Female

Temporary Address If Different	(11) Date of Birth *
	Month Day Year
Street City & State Zip Code	Birth Place *

Marital Status * For purposes of payroll please check which is applicable <input type="checkbox"/> Single <input type="checkbox"/> Married	* Ethnic Origin <input type="checkbox"/> 1-White; not of Hispanic origin <input type="checkbox"/> 2-Black; not of Hispanic origin <input type="checkbox"/> 3-Hispanic <input type="checkbox"/> 4-Asian or Pacific Islander <input type="checkbox"/> 5-American Indian or Alaskan Native ^d <input type="checkbox"/> 6-Non-resident Alien
---	--

(10) U. S. Citizen * Y=Yes N=No	VISA STATUS:
---	--------------

Have you ever been convicted of any charge other than a traffic violation? <input type="checkbox"/> Yes <input type="checkbox"/> No If, yes explain	
---	--

Do you have any relatives employed at this university? Give names and departments

Have you previously been employed by this school? Give department and name if different:

Have you previously been employed by any other State of Texas agency? Give agency and dates employed

Degree & Certificates BEGIN WITH HIGHEST DEGREE OR CERTIFICATE AND PROCEED DOWNWARD LISTING ALL DEGREES AND CERTIFICATES				
Institution	Degree Earned	Major Area	Hours in Major	Degree Date Year/Month
1.				
2.				
3.				
4.				

PERSONAL DATA SHEET

SSN _____ NAME _____
(First) (Middle) (Last)

Name (s) and Relationships of Family Members Working at Houston Alternative Preparatory Charter School:

(Name)	(Relationship)	(Where Employed)	(Job Title)

Marital Status Code

- () S = Single
- () M = Married
- () P = Separated
- () D = Divorced
- () W = Widowed

Gender Code

- () M = Male
- () F = Female

Birthdate

(MM/DD/YY)

EEO Ethnic Code

- () 1 = White (Non-Hispanic)
- () 2 = Black (Non-Hispanic)
- () 3 = Hispanic
- () 4 = Asian or Pacific Islander
- () 5 = American Indian or Alaskan Native

*Disability Code

- () No Disability
- () 01 = Non-ambulatory (wheelchair)
- () 02 = Semi-ambulatory
- () 03 = Coordination
- () 04 = Sight
- () 05 = Hearing
- () 06 = Speech
- () 07 = Learning
- () 08 = Mental or Psychological

*Veteran Code

- () N = No, not a veteran, veteran's widow/er or or
- () 1 = Vietnam Era Veteran
- () 2 = Special Disabled Vietnam Era Veteran
- () 3 = Disabled Veteran
- () 4 = Special Disabled Veteran
- () V = Veteran's Preference
- () Y = Yes, Veteran
- () W = Veteran's Widow/Widower
- () O = Veteran's Orphan

ADDRESS

(Number and Street)

(City and State)

(Zip Code)

Education Level Code (Highest)

- () = (01-17) Highest Grade
- () 30 = Associate or Certificate
- () 31 = Bachelor's Degree
- () 32 = Post Bachelor
- () 33 = First Professional
- () 34 = Master's Degree
- () 35 = Post Master's
- () 36 = Specialist
- () 37 = Doctorate
- () 38 = Post Doctorate

TELEPHONE NUMBER

(Area Code and Number)

CAMPUS LOCATION

(Telephone)

(Building)

(Room)

TYPE OF EMPLOYMENT: () Full-time/Part-time with Benefits () Temporary/Part-time Without B

I have read and understand the material on the reverse side of this document and I certify that the information provided by me is true and correct to the best of my knowledge. This document is executed in good faith.

X

(Employee Signature)

(Date)

TEMPORARY/PART-TIME EMPLOYEE RECORD

(:)

LAST NAME _____ FIRST NAME _____ M.I. _____

SSN _____ DEPARTMENT _____

TYPE OF EMPLOYMENT () Student Worker () Faculty () Professional
() Secretarial/Clerical () Other _____

PREVIOUS EMPLOYMENT Have you ever worked for HAPCS before? () Yes () No If "yes", please specify:

From _____ To _____ Type of Employment _____

From _____ To _____ Type of Employment _____

DUAL EMPLOYMENT If you are currently employed by another agency of the State of Texas, please complete the dual employment form in this manual.

RETIREMENT BENEFITS If you are currently employed or have been employed during the current fiscal year for a period of 4.5 months or longer, by an independent school, junior college or university in a retirement eligible position, you may qualify for retirement benefits during your employment at HAPCS. If you feel you qualify, please contact the Office of Human Resources. Retirement deductions and contributions for temporary/part-time employees require employer certification each fiscal year and benefits will not begin until the certification has been received in the Office of Human Resources.

Retirees of the Teacher Retirement System of Texas (TRS) may work in Texas public school without affecting their retirement annuity under certain circumstances. For more information, refer to your TRS pamphlet or call TRS at 1-800-223-8778. *Please check the one applicable statement below:*

_____ A. I am not a retiree of the TRS. _____ B. I am a retiree of the TRS.

EMPLOYMENT DOCUMENTS

- | | |
|---|---|
| 1) AA/EEO Commitment | 9) AIDS Policy |
| 2) Dual Employment with the State | 10) Personnel Documents |
| 3) Immigration Reform and Control Act of 1986 | 11) Patent Disclosure & Assignment Agreement |
| 4) Workers Compensation Benefits | 12) AIS Acceptable Use Policy |
| 5) Drug & Alcohol Abuse Prevention Policy | 13) Sexual Harassment Policy |
| 6) HAPCS Board of Directors, "Board Policies" | 14) Non-Discrimination Policy and Grievance Procedure |
| 7) HAPCS Board of Directors' Policy Intellectual Property | |
| 8) The Whistle Blower Act | |

EMPLOYEE ACKNOWLEDGMENT I acknowledge receipt of the documents listed above concerning my employment with the Houston Alternative Preparatory Charter School. I understand that *before performing any work*, I must complete and sign the INS Form in the Office of Human Resources.

Signature X _____ Date _____

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Note: Failure to read and complete certain documents may result in a loss of employment benefits.

**VI.
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(6)

Houston Alternative Preparatory Charter School

Monthly Budget Status Form

Month _____	From _____	TO _____
BEGINNING OF THE MONTH CASH BALANCE		
RECEIPTS		
FUND RAISERS		
FOOD SERVICE SALES		
GIFTS AND BEQUEST		
MISCELLANEOUS REVENUE		
VENDING MACHINES		
FEDERAL SCHOOL LUNCH		
FEDERAL BREAKFAST		
STATE FOUNDATION		
FEDERAL REVENUE - TITLE I		
FEDERAL REVENUE - START UP		
LOAN PROCEEDS		
TOTAL RECEIPTS		
AVAILABLE CASH		
DISBURSEMENTS		
PAYROLL		
SUPPLIES		
REPAIRS		
UTILITIES		
RENT OF FACILITIES		
OTHER SERVICES		
START UP GRANT DISBURSEMENTS		
INSURANCE		
FOOD SERVICE		
TOTAL DISBURSEMENTS		
END OF THE MONTH CASH BALANCE		

VI.

B. OPEN-ENROLLMENT CHARTER SCHOOL
(5) FACILITIES LETTER OF INTENT

Lessor (Owner): Yigal I. Bosch

Lessee (Tenant): Houston Alternative Preparatory School

Use: Charter School

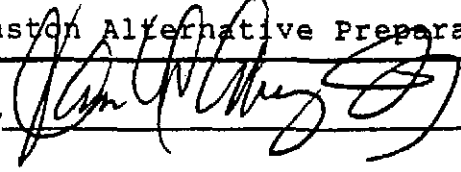
Premises: 6630 Harwin Houston, Texas 77064-
Address
5708 sq. ft.
Square footage

Terms of Lease Five Years (5years)

Rental Amount \$63,016.00 Annually

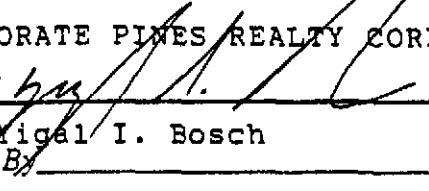
Contingency: The terms of this letter of intent are contingent upon
Houston Alternative Preparatory Charter School
(sponsoring entity)
receiving a charter to operate an open-enrollment
charter school from the State Board of Education by
1999.

Lessee: Houston Alternative Preparatory charter School

By:  James H. Abney, Jr.
CEO/Administrator

DATE OCTOBER 20, 1999

CORPORATE PINES REALTY CORP.

Lessor: 

By: Yigal I. Bosch

Date: 10/20/99

THE STATE OF TEXAS
COUNTY OF HARRIS

LESSOR THIS AGREEMENT, made and entered into on this the
1st Day of January 2000 By and
Between CORPORATE PINES REALTY CORP. of Houston
Harris County Texas (Hereinafter Designated as The
"LESSOR") and Houston Alternative Preparatory Charter
LESSEE School
(Hereinafter called "LESSEE")

WITNESSETH

TERM 1) Subject to the Terms and Conditions Hereinafter
set forth. LESSOR hereby leases and lets to LESSEE
and LESSEE rents, takes and accepts pursuant to
the terms of this agreement for the term of 5
years commencing on the 1st Day of January

PREMISES 2000 and expiring on the 31st Day of January
2005 space containing approximately _____
square feet of net rentable area on the _____
floor of _____ CORPORATE PINES BUILDING

USE located at 6630 Harwin Houston 77064 in the City of
Houston Harris County Texas: said space being more
particularly described on a Floor Plan attached
hereto and marked Exhibit "A" to be continually
used and occupied during the full term of this
Lease by LESSEE and for no other purpose than
GENERAL OFFICE without the written consent of
LESSOR first had and obtained. This Lease covers
no other part of the said building or ground upon
which the same is located except the non exclusive
rights hereby granted by LESSOR to LESSEE, its
Agents, Servants, Employers, Contractors, Guests
and Customers to use the Public Corridors, The
Elevators, Stairways and similar Common Areas
within said Building and the Parking Areas around
the Building.

2) This Lease is subject and subordinate to all or
present or future first mortgages and/or First
Lien Deeds or Trust which may now or hereafter
affect the Real Estate of which the demised
premises form a part and to all renewals and
extensions thereof. LESSEE shall execute promptly
and requisite appropriate Certificate that LESSOR
may request to confirm such subordination and in
furtherance of this covenant.

11

RENTAL. In consideration for this Lease LESSEE promises and

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agrees to pay LESSOR in addition to the Additional Rent provided herein at the office of LESSEE, CORPORA PINES REALTY CORP. in Harris County Texas in lawful money or the United States of America the month Base Rental of _____

DOLLARS (S)

(being an Annual Base Rental of \$ _____ Said monthly installments of Base Rental and Additional Rental are to be paid in advance without Demand and without Deduction, Abatement or set-off on the First Day of each month and every calendar month during the full term hereof. In the event LESSEE fails to pay any installment of rent on the first day of the month as above provided or if LESSEE'S tendered payment by check or negotiable instrument is returned or dishonored, LESSEE shall be deemed delinquent for such installment. For each delinquency LESSEE agrees to pay LESSOR without demand a delinquent rent processing charge and collection fee plus a late charge not to exceed the maximum permissible by law. All as determined by Lessor. The foregoing charges shall be independently applicable to each installment of rent with such charges being deducted from the rent payment and any deficiency paid by LESSEE upon notice.

LATE PAYMENT

III

LESSOR AGREES AS FOLLOWS:

SERVICES TO
BE FURNISHED
BY LESSOR

1) It will furnish LESSEE while occupying the premises water, hot, cold refrigerated at those points of supply provided for general use of all LESSEES heated and refrigerated air conditioning 1 season. At such times as LESSOR normally furnishes these services to all other LESSEES in the building and at such temperatures and in such amounts as are considered by LESSOR to be standard. Such service on Saturdays, Sundays and Holidays to be optional on the part of LESSOR. Elevator and janitor service electric lighting service for all public areas and special service areas of the building in the manner and to the extent deemed by LESSOR to be standard but failure by LESSOR to any extent to furnish or any stoppage of these defined services resulting from causes beyond the control of LESSOR or from any other cause shall not render LESSOR liable in any respect for damages to either person or property or for diminution of the value of the leasehold or for any other damages nor be construed as an eviction of LESSEE nor work an abatement of rent, nor relieve LESSEE from fulfillment of any covenant or agreement hereof. Should any equipment or machinery break down or for any cause cease to

00111

or machinery break down or for any cause cease to function properly. LESSOR shall use reasonable diligence to repair the same promptly upon written notification by LESSEE. But LESSEE shall have no claim for rebate or abatement or rent or damages on account of any interruptions in service occasioned thereby or resulting therefrom.

PEACEFUL
ENJOYMENT

2) LESSEE shall and may peacefully have, hold and enjoy the demised premises subject to the other terms hereof and provided LESSEE pays the rentals herein recited and performs all of his covenants and agreements herein contained. However the LESSOR shall have no liability whatsoever to the LESSEE for any breach of the covenant occasioned by the acts or omissions of any transferee, successor, or assignee of the LESSOR or for any events beyond LESSOR'S control.

SATISFACTION
Of
JUDGMENT

3) LESSEE shall look solely to LESSOR'S interest in the premises and the building of which the premises are a part for the satisfaction of any judgment or decree requiring the payment of money by LESSOR. Based upon any default under the Lease and no other property or assets of the LESSOR shall be subjected to levy. Execution or other enforcement procedure or satisfaction of any such judgment or decree.

IV

LESSEE AGREES AS FOLLOWS:

PAYMENTS

1) To pay all rents and sums provided to be paid to LESSOR hereunder at the times and in the manner herein provided.

ELECTRIC
CURRENT

2) Electric current for normal office usage will be supplied by LESSOR. LESSOR will not be responsible for failure or said services.

REPAIRS
AND

LESSOR shall not be required to make any improvements or repairs of any kind or character on the demised premises during the term the demised premises during the term of the lease. LESSEE will at LESSEE'S own cost and expense repair or replace any damage or injury done to the building or any part thereof caused by LESSEE or LESSOR'S Agents, Employees, Invites or Visitors. If LESSEE fails to make such repairs or replacements promptly or within fifteen (15) days of occurrence. LESSOR may at its option make such repairs or replacements and LESSEE shall repay the cost thereof to LESSOR on demand. LESSEE will not commit or allow any waste or damage to be committed on any portion of the demised premises and shall at the termination of the lease by lapse of time or otherwise deliver up said premises to LESSOR in good condition as at date of possession of LESSEE

RE-ENTRY

LESSOR in its management of the building.

SUBORDINATION 11) This Lease is subject and subordinate to all ground or underlying Leases which may now or hereafter affect the real property of which the demised premises form a part and to all mortgages which may now or hereafter affect such Leases or the real property of which the demised premises form a part and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self operative and no further instrument of subordination shall be required by Mortgagee in confirmation of such subordination LESSEE shall execute promptly within ten (10) days following written notice from LESSOR any certificate that LESSOR or MORTGAGEE may request. LESSEE hereby constitutes and appoints LESSOR at LESSEE'S Attorney-in-fact to execute any such certificate or certificates for and on behalf of LESSEE. Failure by the LESSEE to comply with the provisions of this section shall make the LESSEE liable for all costs and damages suffered by the LESSOR as a result of said failure to act.

v

LESSOR AND LESSEE MUTUALLY AGREE AS FOLLOWS:

CONDEMNATION AND LOSS OR DAMAGE 1) If the demised premises shall be taken or condemned in whole or part for any public purpose then the term of this Lease shall at the option of LESSOR forthwith cease and terminate and LESSOR shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or other matter beyond the control of LESSOR or for any damage or inconvenience which may arise through repair or alteration of any part of the building or failure to make any such repairs or from any cause whatever unless caused solely by LESSOR's gross negligence. All condemnation awards shall inure to the benefit of the LESSOR only.

RENT FOR RENT 2) As a security for LESSEE'S payment or rent, damages and all other payments required to be made by this Lease. LESSEE hereby grants to LESSOR a lien upon all furniture, fixtures and equipment ("PERSONAL PROPERTY") of LESSEE now or subsequently located upon the leased premises (except such part of property or merchandise as may be exchanged, replaced or sold from time to time in the ordinary course of operation or trade). Said lien shall be in addition to and cumulative of the Landlord's liens provided by law. If LESSEE abandons or

vacates any substantial portion of the leased premises or is in default in the payment of any rentals. Damage or other payments required to be to be made by this LEASE. LESSOR without prior notice and without terminating the Lease or the LESSEE'S obligations thereunder may enter upon the leased premises by reasonable force if necessary not resulting in bodily harm or threats of bodily and take possession of all or any part of the personal property and may sell all or any part of the personal property at a public or private sale in one or successive sales with or without notice to the highest bidder for cash and on behalf of LESSEE sell and convey all or part of the personal property sold to him. The proceeds of the sale of the personal property shall be applied by LESSOR toward the cost of the sale and then toward the payment of all sums then due by LESSEE to LESSOR under the terms of this Lease.

DEFAULT BY
LESSEE

3) Upon default on the part of LESSEE in paying base rent or any installment thereof or any delinquent charges, late charges, or additional rent required by this Lease as herein provided or upon default on LESSEE'S part in keeping or performing any other term, covenant or condition of this Lease LESSOR at its option may:

- a) Terminate this Lease after three (3) days written notice thereof to LESSEE and immediately or at any time thereafter re-enter said premises and remove all persons therefrom with or without legal process and without prejudice to any of its other legal rights and all claims for damages by reason of such re-entry are expressly waived also are all claims for damages by reason of any distress warrants or proceedings by way of sequestration which LESSOR may employ to recover said rents or possession of said premises:
- b) Change the doorlocks on the leased premises without prior notice and without terminating the Lease leaving a written notice on the front door of the leased premises describing where and when a new key can be obtained :
- c) Exercise the Landlord's lien as provided in Section V, paragraph 2 herein:
- d) Enter upon the leased premises by picking or changing locks as necessary without being liable for prosecution of any claim for damages and do whatever Lessee is obligated to do under the terms of this

Lease. LESSEE agrees to reimburse LESSOR on demand for any expenses which LESSOR may incur ineffecting compliance with LESSEE'S obligations under this Lease. LESSEE further agrees that LESSOR shall not be liable for any property left in the leased premises in such event or:

e) Avail itself of any other remedy it is entitled to at Law or in Equity.

ABANDONMENT

4) If the demised premises be abandoned or vacated by LESSEE, LESSOR shall have the right but not the obligation to relet same for the remainder of the period covered hereby and if the rent is not received through such reletting at least equal to the rent provided for hereunder LESSEE shall pay and satisfy any deficiencies between the amount of the rent called for and that received through reletting and all expenses incurred by such reletting including but not limited to the cost of renovating, altering and decorating for a new occupant. Nothing herein shall be construed as in any way denying LESSOR the right in case of abandonment, vacation of premises or other breach of this contract by LESSEE to treat the same as an entire breach and at LESSOR'S option immediately sue for the entire breach of this contract and any and all damages occasioned LESSOR thereby.

HOLDING OVER

5) In case of holding over by LESSEE after expiration or termination of this Lease LESSEE will pay as liquidated damages double rent for the entire Holdover period. No holding over by LESSEE after the term of this Lease either with or without consent and acquiescence of LESSOR shall operate to extend the Lease for a longer period than one month: and any holding over with the consent of LESSOR in writing shall thereafter constitute this Lease from month to month.

FIRE CLAUSE

6) LESSEE in the event of fire or any other destruction of the premises shall give immediate notice thereof to LESSOR. In the event of the partial destruction of the premises the rental payments provided for the herein shall continue unabated for a period of sixty (60) days. Thereafter the rental herein shall abate but the Lease shall at LESSOR'S option continue in full force and effect. In case of the total destruction of the demised premises without fault or neglect of LESSEE, his Agents, Employees, Invites or Visitors or if from such cause the same shall be damaged that LESSOR shall decide within sixty (60) days after such damage not to rebuild then all rental due up to the time of such destruction or

termination whichever is later shall be paid by LESSEE and thenceforth this Lease shall cease and come to an end.

ATTORNEY'S FEES

7) In case LESSEE makes default in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and LESSOR places the enforcement of this Lease or any part thereof or the collection of any rent due or to become due hereunder or recovery of the possession of the demised premises in the hands of an Attorney or files suit upon the same LESSEE agrees to pay LESSOR reasonable Attorney's fees and payment of the same shall be secured in like manner as is herein provided as to security for rent.

ALTERATION

8) This instrument may not be altered, changed or amended except by an instrument in writing signed by both parties.

TRANSFER OF LESSOR'S RIGHTS

9) LESSOR shall have the right to transfer and assign in whole or in part all and every feature of its rights and obligations hereunder and in building and property referred to herein. Such transfers or assignments may be made either to a Corporation Trust Company, Individual or Group of individuals and howsoever made are to be in all things respected and recognized by LESSEE.

WAIVER

10) Failure to LESSOR to declare any default immediately upon occurrence thereof or delay in taking any action in connection therewith shall not waive such default but LESSOR shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder either in law or in equity.

POSSESSION

11) If for any reason the demised premises shall not be ready for occupancy by LESSEE at the time of commencement of this Lease this Lease shall not be affected thereby nor shall LESSEE have any claim against LESSOR by reason thereof but no rent shall be payable for the period during which the premises shall not be ready for occupancy and all claims for damages arising out of such delay are waived and released by LESSEE.

BANKRUPTCY

12) LESSOR shall have the right to terminate this Lease upon five (5) days written notice to LESSEE if LESSEE shall be declared Bankrupt or insolvent according to law or if LESSEE shall make an assignment for the benefit of creditors or if a receiver, conservator or other similar office shall be appointed to take charge of all or any substantial part of LESSEE'S property by a court of competent jurisdiction or a petition shall be filed for the reorganization of LESSEE under the provisions of the Bankruptcy Act now on hereafter

enacted if LESSOR shall fail to receive any installment of rent due hereunder within thirty (30) days after the same becomes due.

ASSIGNMENT
BY LESSOR

13) This Lease shall also insure to the benefit of the Heirs, Executors and /or Administrators, Successors and assigns of LESSOR and with the written consent of LESSOR had and obtained but not otherwise to the benefit of the Heirs, Executors and/or Administrators, Successors and Assigns of LESSEE.

TAX AND
OPERATING
COST

14) Increase (if any) in Real Estate Taxes and operating costs over and above \$5.00 Dollars per year per square foot of net rentable area in the building shall be borne by the LESSEE as additional rent. Such additional rent shall be charged to the LESSEE in the same ratio as space occupied by this Lessee bears to the total rentable area of the building. Such additional rent shall be estimated by the Controller, shall be invoiced to the LESSEE annually of the calendar year and shall be paid to LESSOR by LESSEE within fifteen (15) days after the date of the invoice. Subject to adjustment at the end of each calendar year to reflect actual operating costs and taxes. If the term of the lease shall terminate other than on the last day of a quarter calendar year the LESSEE shall pay the increase in such costs and taxes invoiced for the quarter calendar year in which the lease terminates. A certification as to the amount of each rental adjustment made by Owner's Controller shall be final and conclusive on both parties.

ESCALATION

"Operating Cost" shall be defined as the total of all expenses for operating and maintaining the building, including but not limited to insurance, charges for water, gas, and electricity, service contracts for security, cleaning, equipment and grounds maintenance and labor, materials and supplies necessary for the repair, maintenance and operation of the building. The LESSEE acknowledges that the LESSOR reserves the right to improve the aforementioned real estate in the future and understands that the (LESSEE) is liable for his stated proportioned share of any increases in costs and/or taxes resulting therefrom when such improvements benefit the LESSEE'S portion of such real estate directly or indirectly.

PRONOUNS
AND GENDER

15) When this Lease contract is executed by more than one person it shall be construed as though LESSEE were written "LESSEES" and the words in the number were changed to correspond; and pronouns of the masculine gender whenever used herein shall include persons of the female sex and corporations and associations of every kind and character.

WAIVER OF

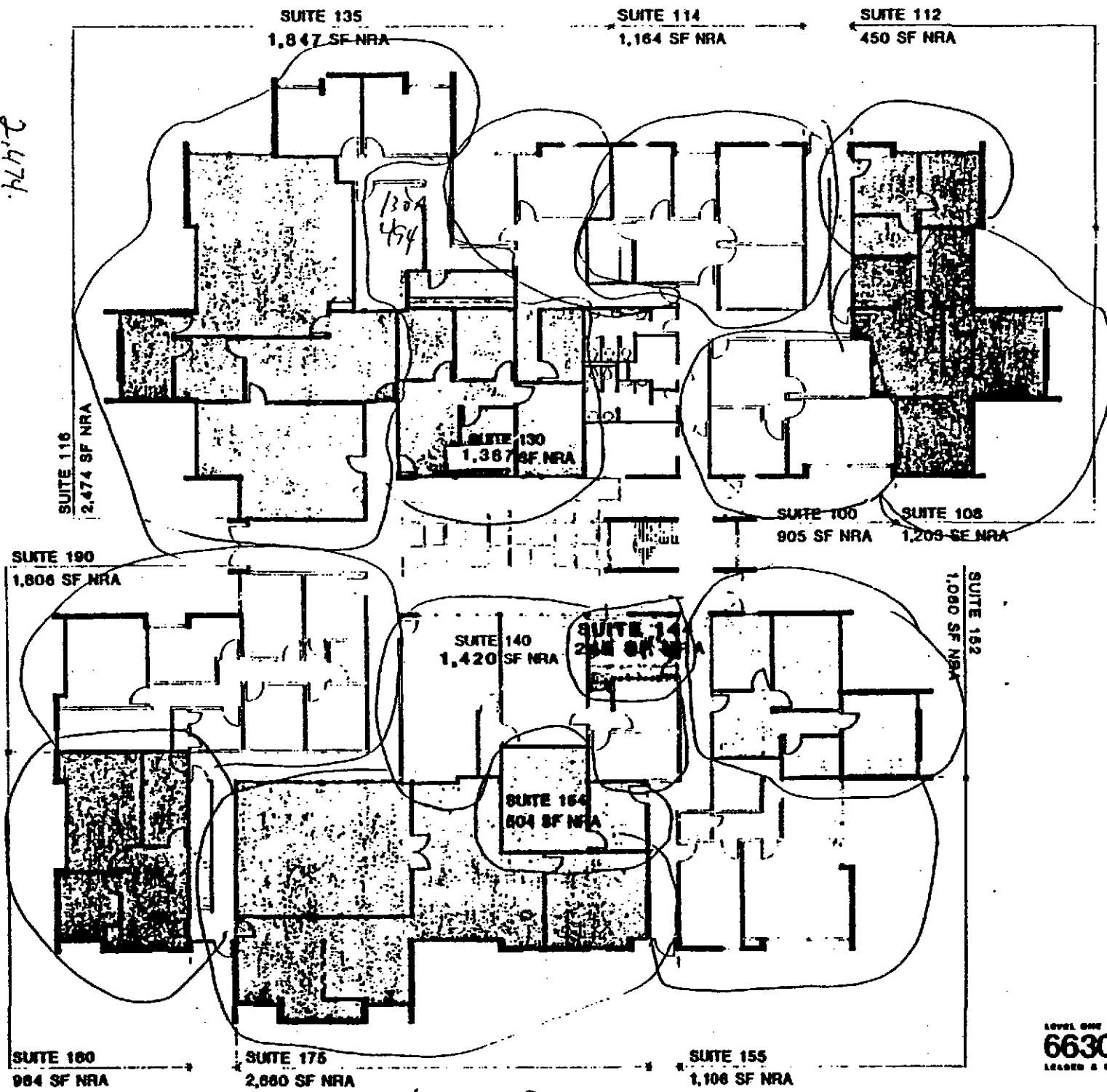
16) In the event either LESSOR or LESSEE sustains a

loss by reason of fire, lightening, and/or extended coverage perils which are covered by insurance maintained by either party suffering such loss (and each party hereby agrees to maintain coverage as herein required) and such fire, lightening and/or extended coverage peril is caused in whole or in part by the acts or omissions of the other party or his or its agents, employees or representatives then the party incurring such loss agrees to look solely to the fire, lightening and/or extended coverage peril insurance and such party shall have no right of action against the other party to this agreement or the agents, employees or representatives of such other party and no third party (including any insurance carrier) shall have any such right by way of assignment, subrogation or otherwise.

GENERAL

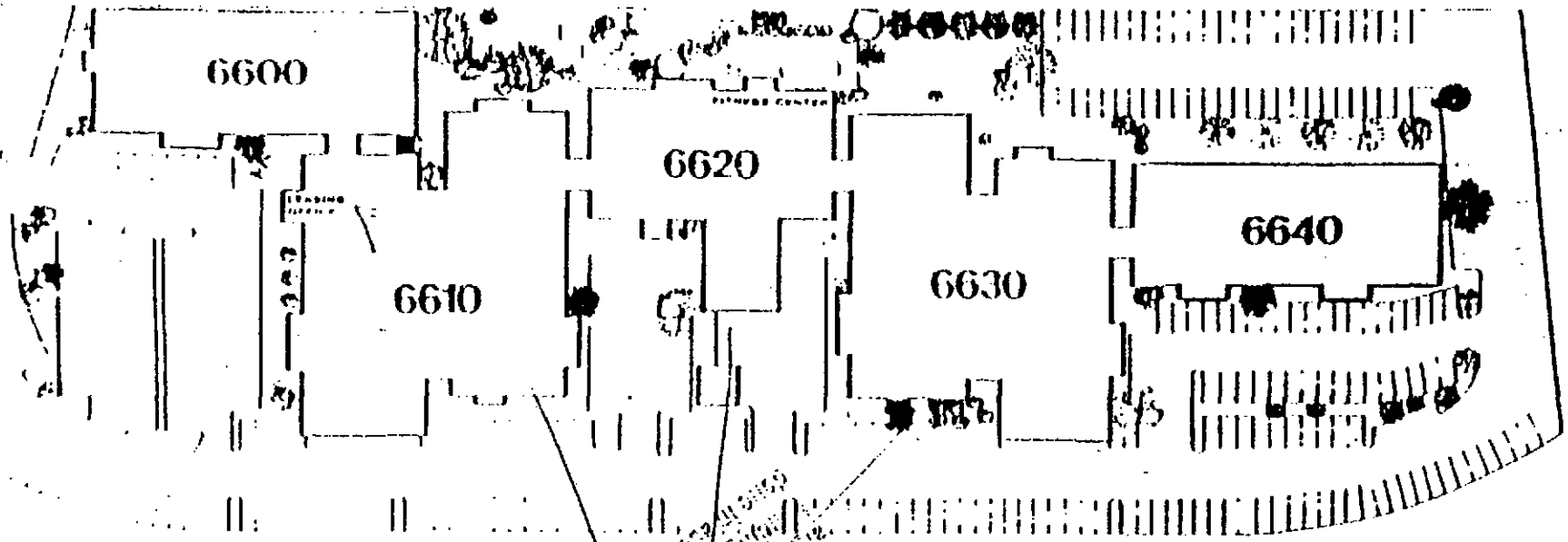
17) The captions used herein are for convenience only and do not limit or amplify the provisions hereof. One or more waivers of any covenant, term, or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary any consent to or approval of any subsequent or similar act whenever a period of time is herein prescribed for action to be taken by LESSOR. LESSOR shall not be responsible nor liable for (and there shall be excluded in the computation of any such period of time) any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of LESSOR. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Lease with venue being fixed by the parties in Harris County Texas. If any provision of this Lease should be held to be invalid or unenforceable the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby whenever any notice is required or permitted hereunder such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States mail, postage prepaid, certified or registered mail return receipt requested, addressed to the parties as their addresses may appear in the records of

2,474.
 1,847.
 1,307
 5,708. SF ft



61100
 114

7/12/74



APPROVED FOR BUILDING PERMIT ONLY
 CITY OF HOUSTON
 DEPARTMENT OF PLANNING
 1007001
 10/20/74

CALL THROUGH OUR TRUSS MANUFACTURER
CORPORATE PINES
 LEASE AND MANAGE BY ADULT PLUS



00120

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VI. Continued, Business Plan

C. School Calendar

HOUSTON ALTERNATIVE PREPARATORY
CHARTER SCHOOL
SCHOOL CALENDAR
2000 - 2001

Holidays and Special days to be decided

Calendar Conditions

Calendar	190 Days
Instructional Days	185 Days
Bad Weather Days	2 Days

Grading Periods

First Nine Weeks (August 17 - October 21)	47 Days
Second Nine Weeks (October 22 - January 12)	46 Days
First Semester	93 Days
Third Nine Weeks (January 13 - March 29)	47 Days
Fourth Nine Weeks (March 30 - June 2)	45 Days
Second Semester	92 Days
Total	185 Days

In Emergency Situation, an announcement of change in the school schedule will be released to local radio and television stations. If classes are canceled, specific holidays will be designed as make-up days.

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00121

VI. Continued, Business Plan

C. Student Attendance Accounting:

Portal Software Student Accounting Program will be used to comply with Public Education Information Management System (PEIMS) which requires data reports on student demographic, student academic profile, professional, and personnel financial organization information.

Data collected through Portal Software Electronic Collection method utilizes:

1. A standard set of definitions, codes formats, procedure and dates for the collection of data.
2. Standard edit procedure.
3. An established database design.
4. A production system for formatting and loading data into TEA's database.
5. Written documentation describing the numeric and alphanumeric values stored in the database.

00122
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I.
C.

(PEG)

Public Education Grant Policy

General Policy

The Houston Alternative Preparatory Charter School (HAPCS) seeks to assure that HAPCS maintains a policy as an open enrollment at risk school and resolves that an eligible student may attend a public school in the district in which the student resides or may use a public education grant to attend any other district chosen by the student's parents.

The Houston Alternative Preparatory Charter School hereby adopts the eligibility criteria under Sec. 29.202 Eligibility

- (a) A student is eligible to receive a public education grant or to attend another public school in the district in which the student resides under this subchapter if the student is assigned to attend a public school campus:
 - (1) At which 50 percent or more of the students did not perform satisfactorily on an assessment instrument administered under Section 39.023 (a) or (c) in any two of the preceding three years; or
 - (2) that was, at any item in the preceding three years, identified as low-performing by the commissioner under Subchapter D, Chapter 39.
- (b) After a student has used a public education grant to attend a school in a district other than the district in which the student resides:
 - (1) the student does not become ineligible for the grant if the school on which the student's initial eligibility is based no longer meets the criteria under Subsection (a); and
 - (2) the student becomes ineligible for the grant if the student is assigned to attend a school that does not meet the criteria under Subsection (a).

Added by Acts 1995, 74th. Leg., ch. 260, Sec. 1, eff. May 30 1995.

Amended by Acts 1997, 75th Leg., ch. 722, Sec. 2, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 767, Sec. 9, eff. Sept. 1, 1997.

00123 118

The Houston Alternative Preparatory Charter School (HAPCS) seeks to assure that HAPCS maintains a policy as an open enrollment at-risk school and resolves that an eligible student may use a public education grant to attend any other district chosen by the student's parents.

- (a) a student who under this subchapter uses a public education grant to attend a public school in a school district other than the district in which the student resides is included in the average daily attendance of the district in which the student attends school.
- (b) A school district is entitled to the allotment provided by Section 42.157 for each eligible student using a public education grant. If the district has a wealth per student greater than the guaranteed wealth level but less than the equalized wealth level, a school district is entitled under rules adopted by the commissioner to additional state aid in an amount equal to the difference between the cost to the district of providing services to a student using a public education grant and the sum of the state aid received because of the allotment under Section 42.157 and money from the available school fund attributable to the student.
- (c) A school district is entitled to additional facilities assistance under Section 42.4101 if the district agrees to:
 - (1) accept a number of students using public education grants that is at least one percent of the district's average daily attendance for the preceding school year; and
 - (2) Provide service to each student until the student either voluntarily decides to attend a school in a different district or graduates from high school.
- (d) A school district chosen by a student's parent under Section 29.201 is entitled to accept or reject the application for the student to attend school in that district but may not use criteria that discriminate on the basis of a student's race, ethnicity, academic achievement, athletic abilities, language proficiency, sex, or socioeconomic status. A school district that has more acceptable applicants for attendance under this subchapter than available positions must give priority to students at-risk of dropping out of school as defined by Section 20.081 and must fill the available positions by lottery. However, to achieve continuity in education, a school district may give preference over at-risk students to enrolled students and to the siblings of enrolled students residing in the same household or other children

residing in the same household as enrolled students for the convenience of parents, guardians, or custodians of those children.

- (e) A school district chosen by a student's parent under Section 29.201 may not charge the student tuition.
- (f) The school district in which a student resides shall provide each student attending a school in another district under this subchapter transportation free of charge to and from the school the student would otherwise attend:
- (g) In this section:
 - (1) "Equalized wealth level" has the meaning assigned by Section 41.001.
 - (2) "Guaranteed wealth level" means a wealth per student equal to the dollar amount guaranteed level of state and local funds per weighted student per cent of tax effort, as provided by Section 42.302, multiplied by 10,000.
 - (3) "Wealth per student" has the meaning assigned by Section 41.001.

Added by Acts 1995, 74th Leg., ch. 260, Sec. 1, eff. May 30, 1995.

Amended by Acts 1997, 75th Leg., ch. 722, Sec. 2, eff. Sept. 1, 1997.

ATTACHMENT
(PEG Certification Form)

Certification to Admit Students Eligible for a Public Education Grant

NAME OF APPLICANT: Houston Alternative Preparatory Charter School

1. By submitting this Application, Houston Alternative Preparatory Charter School is providing the certification set out below.
2. The certification set out below is a material representation of the fact upon which reliance will be placed if TEA determines to award a grant or agreement to the Applicant
3. The Application certifies that it will provide admittance and will serve eligible students for the admission of students eligible for a Public Education Grant under Subchapter G, Chapter 29

Assurances

Houston Alternative Preparatory Charter School has adopted a policy for the admission of students eligible for a Public Education Grant under Subchapter G, Chapter 29 and will not limit to certain school districts.

Signature: _____

CHIEF EXECUTIVE OFFICER

Title: _____

Date: _____

VI. Continued, Business Plan

D. Transportation and Food

Transportation:

HAPCS expects to contract for Transportation Services and in doing so shall obtain criminal history record information from any law enforcement or criminal justice agency relating to a person employed by the person as a Bus Driver or a person that intends to employ as a School Bus Driver. A person that contracts with HAPCS to provide transportation Services shall submit to HAPCS the name and other identification data reviewed to obtain the criminal history record information of such person. If HAPCS obtains information that such a person has been convicted of a felony or a misdemeanor or involving Moral Turpitude, HAPCS shall inform the Chief Personnel Officer of the person with whom the District has contracted, and the person may not employ that person to drive a school bus in which students are transported without the permission of the Board (Education Code 22.084).

HAPCS proposes to contract with Goodman Transportation Company or some other legitimate service to transport its Special Education Students. Those whose IEP establish need and/or recommendation for transportation. HAPCS understands that if the Commercial Transportation Company obtains the criminal history record information, HAPCS is not required to do the same (Education Code 22.084 (C)(D)).

If HAPCS contracts with a transportation service which does not obtain all criminal history record of its bus driver, bus monitor, bus aide, of a person the company intends to employ in one of these positions, its the responsibility of HAPCS to obtain necessary Criminal Background history of said employee(s). The information obtained in criminal history checks shall not be released or disclosed to any person other than the individual who is subject of the information. TEA or the Chief Personnel Officer of the Transportation Company with which HAPCS has contracted to provide transportation services to students.

Food Service:

HAPCS projects 90% of its students population will be eligible for free or reduced lunch and breakfast program. The meal program will meet American Dietary Associations Minimal Daily Requirement Standards. No provider has been identified, at this time.

VII. Geographic Boundaries

A.

1. Geographic Boundaries: Houston Alternative Preparatory Charter School proposes to serve students from four school districts all are within the City of Houston, Harris County geographical boundaries, specifically:

Alief Independent School District (Alief ISD)
Houston Independent School District (HISD)
Aldine Independent School District (Aldine ISD)
North Forest Independent School District
(North Forest ISD)

HISD has total student population as of year 2000, of 206,000, The district covers a total of 312 Sq. Miles, the largest within Harris County, Texas

Aldine ISD has total student population of 51,688 as of year 2000, covering 111 sq. miles within Harris County, Texas

North Forest ISD has total student population of 12,635 covering 33 sq. miles within Harris County, Texas

Alief ISD has a total student population of 41,373 as of year 2000, covering 36.6 sq.miles within Harris County, Texas

(Map Attachment #()

Statement of Impact

B.

1. The following is a list of all districts within the geographical boundaries that may be affected by Houston Alternative Preparatory Charter School and from which transfers may be accepted:

Houston Independent School District
Alief Independent School District
Aldine Independent School District
North Forest Independent School District

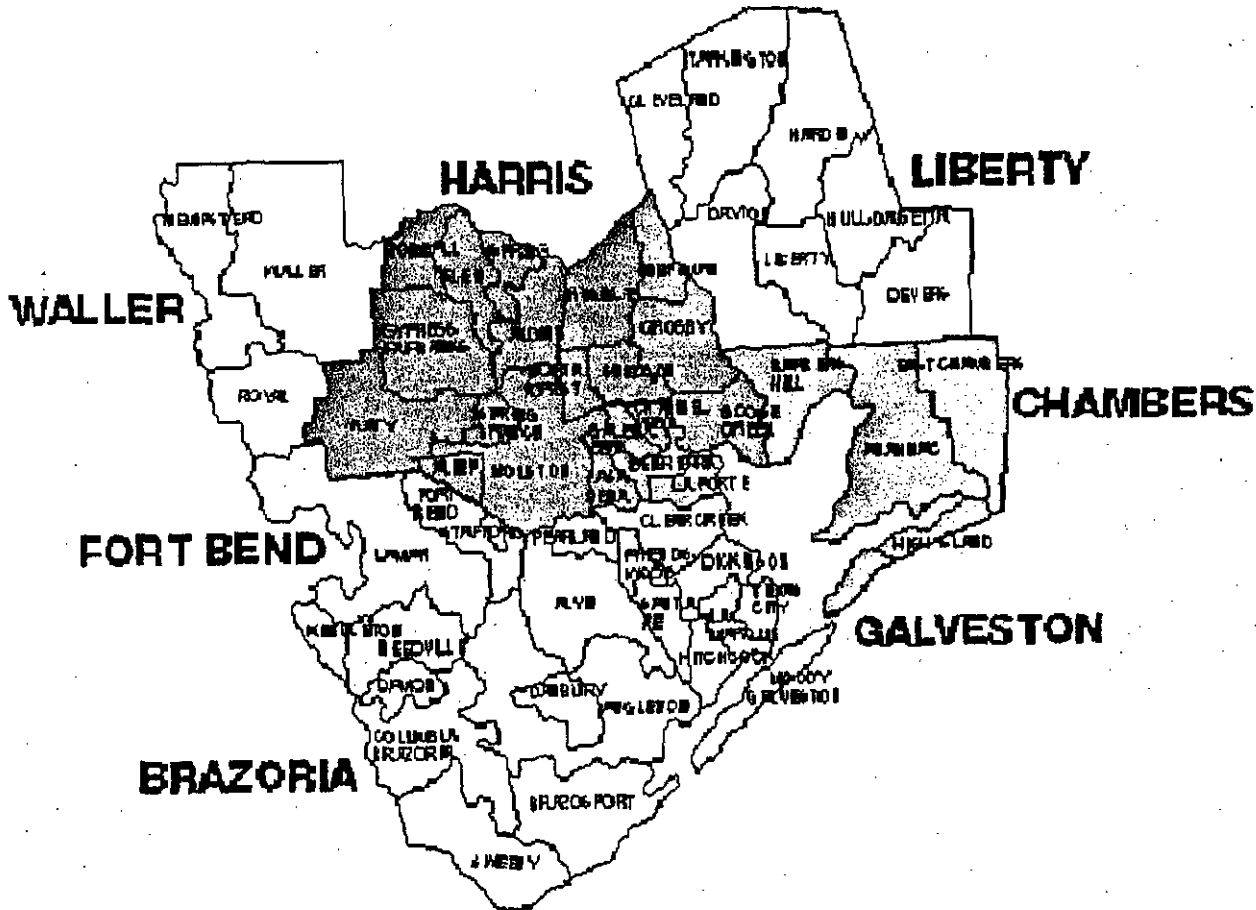
The impact will be positive in that a total of 200 Special needs children over a three year period will be enrolled from the Districts named above. This enrollment would tend statistically, to have a negligible effect and NO adverse impact on either district is expected. There shall be NO shift or impede the districts ability to comply with court order. There shall be NO impediment to the Districts ability to comply with Court orders affecting the district.

VII. A.

Houston Alternative Preparatory Charter School

Map of School Districts

(See H.I.S.D., NorthForest I.S.D., Aldine I.S.D., Alief I.S.D.)



VIII. Governance Structures and processes

- A. Steps to maintain continuity between founders vision and future governing boards: Future boards members will be nominated and elected based on their knowledge, commitment and loyalty to the cause and purpose of Houston Alternative Preparatory Charter Schools as setforth in its Articles of Incorporation and By-laws. Potential and prospective board members will participate in an orientation, which includes volunteering in a school program. Good faith efforts prior to joining the Board must be made.
- B. Roles and Responsibilities of Board members as described in the By-laws: The Board of Directors shall be the policy-making body of the corporation. It shall define and be responsible for the primary purpose of the corporation. It shall review and approve the corporation's plans for implementation of Board-established goals. It shall review and approve the annual budget.
- (1) Vice-President: In the absence of the President or in the event of the President's disability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions of the of the President. The Vice-President shall perform such other duties as from the time to time may be assigned by the President and other Board members.
 - (2) (1)Treasurer: The Treasurer shall have custody of all the funds of the corporation which comes into his or her possession. When necessary or proper, the treasurer may endorse on behalf of the corporation, for collection, checks, notes, and other obligations and shall deposit the same to the credit of the corporation in such banks or depositories as shall be selected or designated by or in the manner prescribed by the Board. The Treasurer may sign all receipts and vouchers for payments made to the corporation. Whenever required by the Board, the Treasurer shall render a statement of the cash amount.
 - (3) (1)Secretary: The Secretary (1) shall keep the minutes of all of the Board of Directors and the minutes of all meetings of the shareholders, in books provided for that

purpose, (2) shall attend to the giving and serving of all notices, (3) may sign with the President or Vice-President in the name of the corporation and/or attest the signature of either of all contracts, conveyances, transfers, assignments, encumbrances, authorization and all other instruments, documents, and papers, of any and every description whatsoever, of or executed for or on behalf of the corporation and affix the seal of the corporation thereto.

(4) (2) The Secretary shall in general perform all the duties incident to the office of Secretary and shall have such other powers and duties as may be conferred upon or assigned by the Board of Directors.

C. Dr. Lucille A. Abney, P.C. Psychotherapist, is a private professional corporation registered with the State of Texas. Dr. Abney also is the initial founder and organizer of Houston Alternative Preparatory Charter School. James H. Abney, Jr. is her husband, Business Manager and an employee of Dr. Lucille A. Abney, P.C. private practice. He agrees to serve as a NONE-PAID Chief Executive Officer and President for this non-profit organization, Houston Alternative Preparatory Charter School.

D. Procedures for complaints: Parents and Employees (Level I) report a complaint to the Site Director, who will complete with the parent, a complaint form. Employee's must submit a written complaint. The Chief Operating Officer receives a copy of the complaint. A conference is held with the parent, employee, and Site Director to resolve the complaint. If, not resolved at Level I, then the Chief Operating Officer, Site Director and Parent or Employee meet in a conference to resolve problem (Level II) Thereafter, an Administrative conference with the parent is called to resolve, if NO resolution, A mediation conference with the parent pending the unresolved issue, is made available. Parents are free to file written complaints, if all else failed, with the Board of Directors of Houston Alternative Preparatory Charter School (Address to Board Secretary), and with Texas Education Agency.

Resolutions are written and placed in employee personnel file. A copy of the resolution is given

to the parent and a copy maintained administratively by Chief Operating Officer. (See Houston Alternative Preparatory Charter School Human Resource Information, V A.

- E. Steps to facilitate productive relationship between administrator's and Teachers. Houston Alternative Preparatory Charter School will operate with a relative small staff and faculty where daily contact and sharing is dictated by the nature of educational and diagnostic processes involved in administering this school. Teaching and providing services to children and parents involves daily team work as described in ARD Committee, Diagnostic clinical Team staffing, Teacher-Teacher Assistant, Psyche Tech Team, and Triage process. Weekly staff meetings, including teachers and administrators, are planned in such a manner as to enhance positive relationships among staff and faculty.
- F. Parent/Student involvement.
A Parent Advisory Council madeup of volunteer parents, to advise in student support services, special olympics, and fund raising activities will be established by the end of the first operating school year.

IX. VISION OF THE SCHOOL

- A. The Vision embodies the notion and belief that students must be contained and alternative Clinical and Educational methods must be used before the child or adolescent is removed (by parent or authority) from the campus site. (Each student is to receive a Staffing and/or Team review before dispositions on status is made including admission, transfers, placement or transfer).

Houston Alternative Preparatory Charter School is to serve as a research and training site for Teachers, Social Workers, Psychologist, Recreation Therapist, Physical Therapist, Occupational Therapist and other Educational experts committed to working with students and families in a non-traditional school process.

- B. This Vision is predicated on the Chief Operating Officers work as a team member in the Baldwin-King School program in New Haven, Connecticut. The Baldwin-King school program was an inner city experimental school program. Administered by Dr. James P. Comer, a nationally noted Child and Adolescent Psychiatrist. His book, School Power chronicals the processes used to change a traditional educational system such that if it successfully met the needs of its student population.

Houston Alternative Preparatory Charter School (HAPCS) is committed to providing a strong educational and therapeutic program that will address the needs of challenged students. HAPCS staff is comprised of licensed, qualified instructors, health professionals and educational consultants with strong clinical backgrounds.

Houston Alternative Preparatory Charter School (HAPCS), will establish a charter school that will focus on the development of strong academic skills and knowledge that can be measured by performance objectives. We explore, experiment, and share with each other. The classroom environment will be designed for exploration, experiential trails and student-staff sharing with the intent of determining Cognitive Style for each child such that specific IEP goals can be established that directly relate to learning mastery.

Houston Alternative Preparatory Charter School (HAPCS) will prepare "at-risk" students, who have Mental Nervous Disorders and whose performance is marginal or deteriorate in current school setting. HAPCS will open a challenging comprehensive education curriculum for Pre-K students, ages 3, 4, and 5; and grades 1-5 in 2000-2001 and 2001-2002. In the year 2003-2004 our goals are to expand to grades 6, 7, and 8, and have the capabilities of serving up to 150 "at-risk" and non-at-risk students from Pre-Kindergarten through 8th. grade. Grades 9th through 12th. are to be added year of 2004 with 60 upper level students and a total of 210 students.

Houston Alternative Preparatory Charter School envisions starting with 105 students in the first year and by the fourth year have an enrollment of 210 students.

Students graduating from the charter schools will meet or exceed all of the course requirements for entrance into the Houston Community College and Texas Public College and University System. Small group instruction, group and individual counseling, tutoring and enrichment classes will contribute to high graduation rates. Students will have a greater understanding of their educational strengths and resources available to them, upon graduation or transfer.

A Parent Education program is designed for parents whose children attend Houston Alternative Preparatory Charter School. Regularly scheduled, 6 session, mini courses in child growth and development are available to parents throughout the school year. The courses are didactic in nature and designed to educate and train parents in effective and consistent parenting.

A Diagnostic and Clinical component is designed to provide necessary Mental Health and Medical services to children who have mental disabilities specifically those diagnosed with Mental Illness and Attention Deficit Disorders. Children suspected of suffering from emotional disturbance or labeled "ED" must be medically diagnosed, cognitive style assessed in order to develop effective IEP. The educational philosophy and consequently the teaching curriculum has been developed around the following frameworks

1. Montessori Theory
2. Learner, Centered Theory
3. Performing and Visual Arts as teaching mediums and
4. Computer as manipulative teaching medium

X. GOALS FOR THE SCHOOL

- A. Student Goal I: Increase students desire to attend school.
- (a) Academic Objective: provide a flexible teaching regimen with incentives, creativity, and structure such that the students is highly motivated.
 - (b) Non-academic Objective: To increase yearly school attendance.

Measurable Student Performance Objectives

1. 10% increase in academic growth in 3 subjects after the first school year.
2. Mastery level achievement in at least 3 subjects by the end of the 1st. school year.
3. 10% increase in school attendance after the first school year.
4. 20% increase in the number of "at-risk" (special education students taking the TAAS.

- B. Student Goal II: To provide student with a flexible academic atmosphere where enrichments, creativity and resources are used to stimulate learning.
- (a) Academic Objective: To allow children who have Mental Nervous Disorders to express, explore, and manipulate in ways that enhance their knowledge.
 - (b) Non-academic Objective: To allow children who have Mental and Nervous Disorders to experience, supervised play, fine and gross motor atonement, and cognitive acuity.

Measurable Student Performance Objectives

1. 80% of students will select one resource, enrichment within a year of attendance.
2. 80% of students will select one creativity task within the 1st. year of attendance.
3. 80% of students will improve fine and gross motor functioning within 1st. year of school attendance.
4. 80% of students will improve cognitive functioning within 1st. year of school attendance.

X. Continue

- B. School Goal I: To enroll 105 students the first year of 2000-2001, grades Pre-K thru 5th, 75% of whom will have Special Education needs.

Measurable Student Performance Objectives

1. 25% of the students will be enrolled within 1st. 30 days of opening
2. 50% of the Students will be enrolled by the end of 1st. 60 days of opening.
3. 100% of the Students will be enrolled by the end of the 1st. 90 days of opening.
4. 100% of the Students qualifying for Special Education will be assessed and ARD completed by the end of 1st. 120 days of opening.

School Goal II: To enroll 45 students, grades 6th. thru 8th by the Second year 2002-2003, 75% of whom will have Special Education needs.

Measurable Performance Objectives

1. 25% of students will be enrolled by end of 1st. 30 days of school year.
2. 50% of students will be enrolled by end of 1st. 60 days of school year.
3. 100% of students will be enrolled by end of 1st. 120 days of school year.
4. 100% of students qualifying for Special Education will be assess and ARD completed within the 1st. 120 days of the school year.

X. Continued

C. Community Outreach and Marketing Plan

1. Publicizing the school. The school will be publicized in a manner that protects the rights of privacy and confidentiality of parents and students, since the great majority of our students illnesses are disabilities are Medical in nature. Medical experts, including Pediatricians, Psychiatrist will be visited, given a brochure and referral criteria. Contact with administrators at Mental Health Mental Retardation, Harris County Children's Protective Services, ie..Foster Care and Adoption Division will be made through a face to face contact made by appointment. Social Workers, Special Education Coordinators, Diagnosticians, School Psychologist, and School Counselors will be contacted in the affect Districts Offices or Schools, and information given to them about the Charter Schools, referral, admission process, We will sponsor public forums and educational seminars open to discuss the school's vision and goals.

2. Outreach to the Medical and Mental Services will be available to parents and students by Medical and Clinically licensed experts. Services will include: Diagnostic and Clinical services shall also be available to the public particularly other public school districts, special education departments. Special Education screening testing, ARD/IEP committee processes are often backed up due to the increased number of students referred for services. Through Houston Alternative Preparatory Charter School Clinic Services students in need of testing and assessment for special services can receive services through this expedited process.

XI. GENERAL DESCRIPTION OF SCHOOL

Statement of Need:

A. Need and Evidence: Meeting the needs and effectively serving children and adolescents with services emotional disturbance, and their families is a national concern recently illuminated by the Surgeon General's report on mental health in our nation. Dr. David Satcher, the Surgeon General announced that over the last 25 years a scientific revolution in the understanding and treatment of mental illness has occurred resulting in safe effective treatments and that mental illness affects one in five American. Illnesses, as depression, schizophrenia, anxiety disorders, bipolar disorders, panic disorder, obsessive-compulsive disorder, attention deficit hyperactivity disorder, autism are among the mental and nervous diseases that affect either directly or indirectly, all do not get equal access to diagnoses, treatment and support services. Further that we must ensure mental health services are widely available in various setting, as is other services. In response to this natural crisis Houston Alternative Preparatory Charter School proposes a charter school with mental health support services, in a clinically based teaching atmosphere.

Research findings provided by National Agenda for Achievability? Setter Results for Children and youth with serious emotional disturbances support the necessity for addressing the needs of children and adolescents suffering serious emotional disturbance, as failure to do so "threatens the success of the nation's educational objectives and limits opportunities for the affect students for a lifetime. Children and adolescents with serious emotional disturbance, ie..Mental Illness, Mental and Nervous Disorders, and Attention Deficit Disorders, are affected in the following ways:

1. Affected students have lower grades than any other group of students with disabilities.
2. Affected students fail more grades, fail more courses, fail more competency examinations.
3. Affect students have a lower percentage of graduation rates.
4. 18% of affected students are educated outside of their local public schools.
5. 48% of affected students drop out of school between grades 9 through 12.
6. School absenteeism is higher for affected students per school year than for students with other disabilities,

an average of 18 days more per school year.

7. Affected students encounter the Juvenile Justice system more frequently than any other group of students once before they leave school.

B. Appropriateness of School Model

The model proposed incorporates Montessori Theory, Learner-Centered Theory in an atmosphere of structured openness that uses the Arts, Computers to enrich, and therapeutically contain children and adolescents with serious emotional disturbance. This model in many ways replicates schools in hospitals, where children and youth are treated for long term Medical Illnesses or Psychiatric illness. Twenty plus years of work with children, adolescents, Med-Surg, and Psychiatric hospitals has made me keenly aware of the success children and adolescents experience through these uniquely accommodating hospital school programs. Essentially NO students are suspended, expelled, receive corporal punishment or dropout of hospital based schools.

Method for Determining Satisfactory
Completion of Graduation Requirements.

Houston Alternative Preparatory Charter
Schools Board has adopted the following
interpretations and guidelines for
Student graduation;

The students academic achievement record
(Transcript) shall be reviewed by the ARD
Committee and/or School Administration
Committee to determine eligibility and
plan for graduation.

High School students who transfer from
nonaccredited public, private, or
parochial school, including Home
schooling, may validate credits toward
graduation requirements by choosing one
of the following options.

1. Passing exams selected by Charters
Administrative Committee with a score
of at least 70%.
2. Meeting Charter and State
requirements by successfully
completing two semesters of
coursework for which the course in
question is a prerequisite

School courses taken in grades prior
to 9th. grade so not count for
graduation. Courses taken in
Intermediate/Middle School do not
count for high school G.P.A., class
rank or graduation.

In order to be classified on the next
grade level and graduate a student
will need

1. Five (5) State credits to be a
Sophomore
2. Ten (10) State credits to be a
Junior.
3. Fifteen (15) State credits to be
a Senior
4. Twenty-two (22) State credits to
graduate

GRADUATION REQUIREMENTS CONTINUE

Promotions occur officially at the beginning of each School year.

Houston Alternative Preparation Charter School requirements for graduation are as follows:

SUBJECT	HIGH SCHOOL PLAN	CREDITS
English Language Arts	English I, II, III, and IV	4.0
Mathematics		3.0
Science	Biology and IPC, Chemistry, or Physics	2.0 or 3.0
Social Studies	World History Studies or World Geography Studies, U. S. History Studies and U. S. Government	1.0 1.0 0.5
Economics	Emphasis on the free enterprise system	0.5
Lifetime Sports	Can substitute PE waiver (limit of two credits)	1.5
Languages Other Than English	None Required	0
Health Education		0.5
Technology Applications	None	0
Fine Arts	None	0
Additional Components	Elective credits	8.0
Total Program Credits		22

XII. CONTINUE

B. The teaching methods to be used include Montessori Theory and Learner-Teacher centered theory. Montessori structural environment will allow, for free movement among students while guidance is firm and supervision is active. Montessori supervision requires keen observation, constant physical interaction and readiness to respond to student needs. This style will allow emotionally disturbed students, who are often often hyperactive, anxious, moody, impulsive and distracted to physical move about without penalty and disruption. Montessori classroom format, employees a Teacher Assistant, and a Psyche Technician to ensure containment of students in the classroom. The Montessori structural processes will be the context for teaching Pre-Kindergarten through fifth grade students.

The second teaching method to be employed is Learner-Teacher centered, processes and theory. Learner-Teacher structural processes are congruent with many Montessori teachings, and classroom format consequently, students will experience continuity in transition from the fifth grade to the sixth grade. Learner-Teacher centered, processes include structural format with semi-open style where both the the learner and the teacher share and compliment each other with the teacher serving much as the group leader. This round-table style will allow emotionally disabled students movement, spontaneity and responsibility for their own behavior. The classroom will employ a Teacher, a Teacher Assistant, and a Psyche Technician to ensure containment through the processes set forth in the curricula content.

C. Professional development for Teachers, Teacher Assistants, Administrators, Administrative Assistants, and Psyche Technician is encouraged and financially supported. A selection of necessary conferences, meetings, and in-service training opportunities are to be attended as designated.

These professional involvements provide staff with opportunities for (1) greater understandings and appreciation of children and adolescents with Mental and Nervous Disorders, (2) New Methods and strategies for teaching TEKS to mentally disabled students, (3) developing integrative strategies for teaching students with biopsychosocial deficiencies, and improving parent teacher school relationships.

XII. Continued, Education Plan

Parent Education Plan

The Parent Education Curriculum is developed based on a Biopsychosocial model and emphasized all Domains of Human Development specifically language, cognition, fine motor, gross motor, socialization, and self-help.

Parent whose children are enrolled in Houston Alternative Preparatory Charter School or who may desire enrollment in the future must commit to completing the standard parenting curriculum on or before their child or children graduate. Parents may select a course(s) based on the developmental stage, their child, children, or adolescent is going through.

Goal I: To educate parents in child growth and development processes from conception through adolescent stage.

Objective: Train using didactic teaching methods such that parents are effective and consistent caregivers.

Goal II : To educate parents as to developmental variations in child growth and development

Objective: To apply appropriate interventions where variation and difference occur in child, adolescent development.

Goal III : To provide Mini Courses, 6 weeks, 4 hour sessions in child and adolescent development

Objective: To develop parental confidence and collaborative support system among parents

Parent Education - Plan
Curriculum

Title of Courses Offered	Teaching Staff	Schedule
<u>Infants and Toddlers</u> <u>Childhood Theories</u> <u>Early Childhood</u> <u>Growth and</u> <u>Development</u> <u>Middle Childhood</u> <u>Growth and</u> <u>Development</u> <u>Late Childhood</u> <u>Growth and</u> <u>Development</u>	The Chief Operating Officer, Parent Coordinator, Other Licensed and teaching experts will rotate in teaching parents education courses, over an eleven (11) month schedule and school year.	Courses will be scheduled and available for attendance and registration every Seven (7) weeks. Courses maybe scheduled for weekends, Saturday and Sunday.
<u>Adolescent Theories</u> <u>Early Adolescent</u> <u>Growth and</u> <u>Development</u> <u>Middle Adolescent</u> <u>Growth and</u> <u>Development</u> <u>Late Adolescent</u> <u>Growth and</u> <u>Development</u>		

XII.

D. Admissions Policy:

Registration:

A. Pre-Kindergarten enrollment:

1. To be enrolled in the Charters Pre-Kindergarten program a child must be three (3) years old on or before September 1, .
2. Limited English speaking and/or meet the require economic guidelines. Enrollment will be on a first-come, first-serve basis until the class is full. A waiting list will be established when the program fills.

Pre-Kindergarten students must meet the same attendance guidelines as required by the district for regular students, or the student may be withdrawn.

Parent(s) and/or guardian(s) must participate in parenting workshops (2 hours each 6 weeks for the school year) for the student to remain in the program.

Homework will be required.

B. All student Requirement:

1. acceptable documents of identification are birth certificate, driver's license, passport, school ID card, school report card, school record, hospital birth records, adoption records, church baptismal record, or another legal document that establishes identity.
2. Students previously enrolled in a school should present the most recent report card to verify grade placement. All students entering from another Texas school must bring their most recent card or transfer papers from the school previously attended.
3. Proof of residence is required. Examples of proof of residence include lease agreement, house title, current electric bill, current gas bill and/or current telephone bill.
4. Student's social security number is

XII. Continue

D. Admissions Policy:

1. Houston Alternative Preparatory Charter School does not discriminate in its admission on the basis of race, creed, color, national origin, sex, religion, or handicap or physical disability in providing educational services. The Chief Operating Officer of the Charter School coordinates compliance with the non-discrimination requirements of Title IX of the Education Amendments of 1972, as amended.

Houston Alternative Preparatory Charter School does not discriminate on the basis of disability by denying access to the benefits offered by charter services programs, or activities to request information about the applicability of Title II of the American with Disabilities Act (ADA) interested persons should contact the Chief Operation Officer.

Students with a documented history of a criminal offense, a juvenile court adjudication of discipline problems as defined under Sub-Charter A, Chapter 37 shall not be excluded from admission rather admissions determined by the Charters Staffing team, on a case by case basis.

An Admission Packet shall include the following:

1. Registration Card (To be completed)
2. Birth Certificate (Request)
3. Social Security Card (Request)
4. Immunization Record (To be completed)
5. Proof of Residency (To be completed)
6. Language Survey (To be completed)
7. Enrollment Survey (To be completed)
8. Transportation Note (To be completed)
9. Report Card (Request)
10. Withdrawal Slip (Request)
11. Authorization for Release of Records (To be completed)
12. Entrance Slip (Provided)

XII.

D. Admissions Policy:

C. Compulsory Immunization Requirements

Students who are enrolling in Houston Alternative Preparatory Charter School must present valid immunization records or evidence that the student has been immunized to the extent it is medically feasible before he or she will be permitted to enroll. Additional immunizations must be received on schedule as advised by medical authorities. Compliance to prescribed immunization schedule will be monitored by the school nurse.

In order to achieve timely enrollment, school personnel will attempt to obtain missing records by phone. If unable to obtain these records, parents/guardians will be directed to the nearest Public Health facility and/or the bi-monthly immunization clinics held at designed school sites within Harris County where students may receive the required immunizations and/or boosters necessary to meet State requirements.

Students entering public school for the first time and those who enroll from local districts must show proof of a TB skin test within 12 months of enrolling. Students who have resided outside of the United States within the past year and student enrolling from a correctional facility must have written proof of a TB skin test within 30 days of enrolling. All results must be documented as positive/negative 48-72 hours after testing. Individuals with positive skin test results must show proof of a negative chest x-ray. If a student fails to provide above documentation of a chest x-ray or fails to keep an appointment for the chest x-ray, he/she will be excluded from school until the stated requirements are met.

00147

14/1

Students under the age of four are required to have three (3) doses each of Diptheria - Tetanus - Pertusis and Polis. All students, regardless of age, must have Rubeola, Rubella and Mumps immunizations.

Change of Address

In the event that a student's parents change address or get a new telephone number, notify the school office immediately. It is important that the need arises.

School Attendance Zone

Student may attend Houston Alternative Preparatory Charter School from four (4) different attendance zones specifically, Houston Independent School District, Aldine Independent School District, Alief Independent School District, Northforest Independent School District.

Withdrawal of Students Zone

1. PLEASE NOTIFY THE SCHOOL OFFICE AT LEAST 24 HOURS IN ADVANCE so that withdrawal papers are being prepared efficiently.
2. A student may be withdrawn from school before the end of the school year only by his parents or guardian.
3. It is desirable that the parents or guardian withdraw the student at the end of the school day.

Textbooks

Textbooks are furnished by the state and are issued at the beginning of the year. Students are to keep books in good condition and covered at all times.

00148

14/2

D.

2. Timeline to be used for admitting students: First Come-First Serve basis:

First year of Operations

Pre-Kindergarden through 5th.

- 25% enrolled within the first 30 days of Opening -
26 Students
- 50% enrolled within the first 60 days of Opening -
52 Students
- 75% enrolled within the first 90 days of Opening -
76 Students
- 100% enrolled within the first 120 days of Opening -
105 Students

Second Year of Operation

6 through 8th. grades

- 25% enrolled within first 30 days of second year -
15 Students
- 50% enrolled within first 60 days of second year -
25 Students
- 100% enrolled within first 120 days of second year -
45 Students

Fourth Year of Operations

9th., 10th., 11th., 12th. Grades added

- 25% enrolled within the first 30 days of fourth year -
15 Students
- 50% enrolled within the first 60 days of fourth year -
30 Students
- 100% enrolled within the first 120 days of fourth year -
60 Students

3. These policies further the mission of the Charter in that they provide free and fair opportunities to parents and their children from various area districts, to enroll and receive both educational and clinical services offered by a specialty charter process.

00150

144

XII. E. Special Education

At least 75% of the students enrolled in Houston Alternative Preparatory Charter School will be students that have or will meet the eligibility criterion for Special Education services. The facility will be designed such that it will accommodate special education students without alternative settings. Houston Alternative Preparatory Charter School is by its mission and purposed designed to work with children who have serious Emotional Disturbance.

Student with a Disability: For the purpose of this section, a student who is disabled is one who has been evaluated in accordance with 34 Code of Federal Regulations 300.530-300.534 and TAC 89.G.233 and determined by a Admission, Review, and Dismissal (ARD) committee as meeting the eligibility criteria for special education services.

1. **Child Find Note:** Houston Alternative Preparatory Charter School will advertise yearly in a newspaper of general circulation (1x) its services to Disabled students specifically identifying the disabilities worked with:

Learning disabled	Other health impairments
Orthopedic impairment	Deaf-Blind impairments
Visual impairment	Mental retardation
Speech impairment	Multiple impairments
Traumatic brain injury	Autisim
Auditory impairment	Non-categorical
Emotional disturbed	impairments

2. **Confidentiality:**

All reports will be under lock and key

3. **Procedural Safeguards:** All records under lock and key using protocol to access and make available.

XII.E. CONTINUE

4. Notice of Admission, Review and Dismissal (ARD) committee meetings: given within 5 days of meeting notice of referral to special education statement form.
5. Assessment of children to determine eligibility: Anyone can do a referral to Houston Alternative Preparatory Charter School ARD Committee. Teachers must provide work samples and written observations, School Nurse, with completing a referral with parental consent, school staff, with completing referral and parental consent.
6. Least Restrictive Environment (LRE) Placement Houston Alternative Preparatory Charter School propose a teaching and school atmosphere that meets the least restricted environment rule. Houston Alternative Preparatory Charter School will use Time Out, One on One with Technician, Quiet Room, and Homebound as only Removal Restrictive options.
7. Transition Planning:(from High School to work ITP) Individual Transitional Planning will be available to all Special Education students to plan movement from High School to work and/or other training educational experience.
8. Certified personnel for the provision of service to children with special needs: Diagnostician, Psychologist, Special Education Teacher, Registered Nurse, Licensed Health and Medical Professionals.
9. Services to expelled students: A student maybe, homebound or hospitalized (staff recommendation, parent option) but not be otherwise removed, expelled, suspended, or put out of school for unacceptable behavior.

XII. F.

F. (Helping Disadvantage Children meet High Standards)

A. Title I, Part A: Schoolwide Program Houston Alternative Preparatory Charter School will seek Title I, Part A, Funds to furthermore reform strategies that increase students standards performance and to ensure the quality of learning time, and provide a high-quality curriculum for all children. It is expected that more than 50% of the students are from low-income families.

A. Plan comprised of eight essential components will be developed and implemented as required if Houston Alternative Preparatory Charter School is approved.

Title I Part C: (Migrant Education)

Houston Alternative Preparatory Charter School intends to provide migratory children with the opportunity to meet the same challenging state content and performance standards that the state has established for all children. The Seven Areas of Focus as specified by federal law and Texas Migrant Education program will be, administered to migrant students with the help and Teacher Assistance from local education agencies (LEA's) and local education service centers (ESC's).

Seven Areas of Focus

1. Identification and Recruitment (Aged 3-21)
2. New Generation System for Migrant Student Record Transfer (Ages 3-12)
3. Migrant Services Coordination (Ages 3-21)
4. Early Childhood Education (Grades 3-Grade 2)
5. Graduation Enhancement (Grades 7-12)
6. Secondary Credit accrual and Exchange (Grades 9-12)
7. Parent Involvement (Ages 3-21).

XII. F. CONTINUE

Title I, Part D, Subpart 1 (Neglected, Delinquent, and "at Risk Youth)

Houston Alternative Preparatory Charter School will offer programs for children and youth in institutions or community programs for neglected or delinquent children and youth in adult correctional facilities.

Title I, Part D, Subpart 2: (Neglected Delinquent and at-risk Youth)

Houston Alternative Preparatory Charter School will not operate or collaborate with local correctional facilities for delinquent to provide educational programs to high school youth.

Title IV: (Safe and Drug-Free Schools and Communities)

Houston Alternative Preparatory Charter School will offer a safe and Drug-free school environment, free of violence, free of firearms, and alcohol yet maintain a disciplined environment for learning.

Title II, Part B. (Eisenhower Professional Development)

Houston Alternative Preparatory Charter School shall offer continuous professional development for its Teacher, Staff, Administrators, Student Service, Personnel including Teacher Assistance, Psyche Technician, Administrative Assistants, Attendance Clerk and Accountant. A plan shall be developed in accordance with the regulation if Houston Alternative Preparatory Charter School is approved.

The Board of Directors are aware of the "Title II - Dwight D. Eisenhower professional development program, "Part B - State and Local activities and will comply with rules where applicable, specifically;

- "Sec. 2201.
- "Sec. 2202.
- "Sec. 2203.
- "Sec. 2204.
- "Sec. 2205.

XII. F. CONTINUE

"Sec. 2206.

"Sec. 2207.

"Sec. 2208.

"Sec. 2209.

"Sec. 2210.

"Sec. 2211.

and

"Part D. "Sec. 2401, "Sec. 2402.

Title VI: (Class Size reduction Program):

Houston Alternative Preparatory Charter School complies with the class-size reduction program in that class size is "maximized at 15 Pre-Kindergarden through 12th. grade with three adults assigned to each classroom; One (1) Teacher, One (1) Teacher Assistant, One (1) Psyche Technician; to ensure increased achievement, personal attention and that independent reading skills be learned by all students. Houston Alternative Preparatory Charter School is aware of the Federal Class-Size Reduction Program administered through the Division of Student Support programs in the Department of Special Populations at Texas Education Agency and finds its proposed charter school to be in compliance.

Title VII. Emergency Immigrant Education Program (EIEP):

Houston Alternative Preparatory Charter School intends to comply with Title VII, Part C and the rules established for providing services to immigrant children although the maximum student population by September 1, 2006 will only be 210 students. If, three percent of the total student population at any time, is immigrant children, the school will access all services including seeking funds to provide for:

1. Immigrant Services Coordinator, and
2. School/Home/Community Liaison.

XII. F.

F. (Helping Disadvantage Children meet High Standards)

A. Title I, Part A: Schoolwide Program Houston Alternative Preparatory Charter School will seek Title I, Part A, Funds to furthermore reform strategies that increase students standards performance and to ensure the quality of learning time, and provide a high-quality curriculum for all children. It is expected that more than 50% of the students are from low-income families.

A. Plan comprised of eight essential components will be developed and implemented as required if Houston Alternative Preparatory Charter School is approved.

Title I Part C: (Migrant Education)

Houston Alternative Preparatory Charter School intends to provide migratory children with the opportunity to meet the same challenging state content and performance standards that the state has established for all children. The Seven Areas of Focus as specified by federal law and Texas Migrant Education program will be, administered to migrant students with the help and Teacher Assistance from local education agencies (LEA's) and local education service centers (ESC's).

Seven Areas of Focus

1. Identification and Recruitment (Aged 3-21)
2. New Generation System for Migrant Student Record Transfer (Ages 3-12)
3. Migrant Services Coordination (Ages 3-21)
4. Early Childhood Education (Grades 3-Grade 2)
5. Graduation Enhancement (Grades 7-12)
6. Secondary Credit accrual and Exchange (Grades 9-12)
7. Parent Involvement (Ages 3-21).

XII. F. CONTINUE

Title VI: Innovative Educational Program Strategies:

Houston Alternative Preparatory Charter School has designed an innovative educational program which includes enrichments, small class size with three certified adults in attendance including a Psyche Technician training in working with children and youth with Emotional Disturbance. The educational program is supported by medical and clinical services from state licensed experts as:

- Board Certified, Child and Adolescent Psychiatrist (M.D.)
(Psychiatric Residents)
- Pediatrician/Neonatologist (M.D.)
- Registered Nurse, Psychiatric Trained
(Nurse Trainee)
- Clinical Psychologist
(Master Interns)
- Marriage and Family Therapist (Ph.D)
(Master Level Interns)
- Recreation Therapist (State Certified)
- General Psychiatry (M.D.)
- Physician Assistant
(Registered Nurse certified as PA)
- Physical Therapist
- Speech Therapist
- Internal Medicine (M.D.)
- School Social Worker (LMSW-ACP)
- Physical Therapist
- Art Therapist/Teacher
- Music Teacher/Therapist

XII. G. English as a Second Language (ESL)

Houston Alternative Preparatory Charter School will employ at least four (4) Teachers, who are ESL certified. English as a second language will be offered and available to students Pre-Kindergarden through 12th grade whose home language survey and subsequent indicate there is a need.

State Compensatory Education: Houston Alternative Preparatory Charter School by design, goals and objectives focuses on a majority of at-risk children and youth with the intent purpose of increasing achievement and reducing dropout rate of children and youth with mental disabilities.

0015/50

XII. G. CONTINUE

Questions on Identification of Students in At-Risk Situations has been reviewed and will be used to augment and clarify, identity, students in at-risk situations.

XII. Gifted and Talented:

Houston Alternative Preparatory Charter School will identify and provide appropriate services to students who perform or show potential for performing at remarkably high levels of accomplishment in areas defined in Texas Education Code 29.121. Assessments shall be collected from multiple sources initially through the admission assessments and/or ARD committee process. Reassessments will be provided for every 12 months for students with high levels of performance and academic achievement. Support resources will be offered to each student showing exceptional performance or achievement. Administrator will have a minimum of six (6) hours of professional development that includes nature and needs of gifted/talented students with various program options.

XII. H.

How School will identify and provide educational support for students "at risk of dropping out of school"

Houston Alternative Preparatory Charter School is designed primarily to provide educational and support services to students with mental disabilities, and their families. Children and Youth with mental disabilities, ie..Mental and Nervous Disorders, Mental Illness, and Attention Deficit Disorders, are identified by medical and/or Psychological Diagnoses performed by State Licensed Professionals. Houston Alternative Preparatory Charter School Diagnostic-Clinical component will determine eligibility and make recommendations for admission, to the education team. The diagnostic staff, and the educational team will identify and put in place each students support services as determined by the ARD Committee.

✓ ✓ III. I.

Other Student Activities.

An enrichment curriculum has been designed to accommodate each grade level which focuses on Fine Arts (art, music, theater, and dance). Physical Education adventure/outdoor, indoor education, aerobic activities, individual sports, and team sports. No clubs or organizations specifically can be specified but must derive out-of-this unique school experience particularly for middle and high school age peers.

There have been No agreements entered into Nor plans developed with other public or private agencies to provide for student activities or student services.

XII.

J.

Student Assessment

Diagnostic and Clinical component consent for assessment. Houston Alternative Preparatory Charter School shall obtain consent in writing before an initial assessment is conducted. Children and Youth enrolling with Mental Nervous Disorders, Mental Illness, or Attention Deficit Disorders shall have referral data specifying the Mental Disability or Students maybe referred, assessed, and diagnosed by Houston Alternative Preparatory Charter School ARD committee and/or Diagnostic team.

Referral data forms shall be supplied by the Houston Alternative Preparatory Charter School to parents/or legal guardian, other school representative making referrals. The Diagnostic team consist of a consulting child, and adolescent, psychiatrist, a clinical social worker, clinical psychologist, a school administrator, other medical, and clinical experts as needed pending the needs of child or youth assessed. A medical or clinical resident may also be involved in the Diagnostic assessment, and Triage.

Recommendations from the Diagnostic Team and from the ARD committee are documented and reviewed with parents or Legal Guardian. Signature(s) are necessary to acknowledge test findings, recommendations and to support the individual Child Educational plan as delineated in the ARD or 504 modification plan.

XII. J.

1. All students whether exempt by ARD rules or recommendations will receive practice using the previous year TAAS examinations. The baseline of achievement levels will be measured by TAAS scores and academic levels.
2. Methods to identify educational strengths and needs of students:

Psychological Battery of Test
Neuropsychological Battery of Test
Student IEP's
Student 504 modification's Plan
Student TAAS Practice Levels
Student TEKS Reports
Teacher Observation and Reports
Staff Observation and Reports
Diagnostic Reports and Observation

The extent to which educational goals and performance standards are met, is primarily the purpose for reviewing, and assessing the data from the testing and assessment methods outlined above.

3. Student evaluation results will be used by Teachers and Staff to argment and modify student IEP's and to determine the extent to which enrichments or other services are needed to support learning goals.

Dyslexia:

Students diagnosed with dyslexia can receive curriculum modifications as provided for under Section 504 of Federal Statue. A 504 meeting coordinator will be appointed to review and help plan curriculum modifications for any student at Houston Alternative Preparatory Charter School. Students with dyslexia can be served under Other Health Impairment Category without assignment to Special Education.

ATTACHMENTS

BY-LAWS

INTERNAL REVENUE SERVICE 501 c3 NON PROFIT
APPROVAL

ARTICLES OF INCORPORATION

BIOGRAPHICAL AFFIDAVIT

VITA - DR. LUCILLE A. ABNEY, PH.'D

EMPLOYEE COMPLAINT FORM

SEXUAL HARASSMENT POLICY

MINUTES OF FIRST BOARD MEETING

STUDENT REGISTRATION FORM

STUDENT HEALTH RECORDS

AUTHORIZATION FOR RELEASE OF STUDENT
RECORDS

ENROLLMENT SURVEY

HOME LANGUAGE SURVEY

EMPLOYEE EVALUATION FORM

BOARD ROLES AND RESPONSIBILITIES

BOARD ROLES IN ADMINISTRATOR AND TEACHER
RELATIONSHIPS

THE PARENTAL ROLE IN DECISION-MAKING

THE STUDENT ROLE IN DECISION-MAKING

GOALS FOR THE STUDENTS

NON-ACADEMIC GOALS

ADDITIONAL INFORMATION OF THE CURRICULUM

THE CURRICULUM WILL INCLUDE ACTIVE STUDENT
LEARNING

ATTACHMENT

BY-LAWS

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D.

By-Laws
of
Houston Alternative Preparatory Charter School

Article I. - Name

The name of the corporation shall be Houston Alternative Preparatory Charter School

Article II. - Purpose

The purpose for which this corporation is established is to develop juvenile delinquency, substance abuse, senior citizens, health care, and educational programs for low and moderate income families in the immediate and surrounding community.

Article III. - Registered Office

The registered office of the corporation is located at 16018 Brookforest Drive, Houston, Texas 77059.

Article IV. - Registered Agent

The name of the registered agent of the corporation at such address is James H. Abney II.

Article V. - Board of Directors

5.01 Powers and Terms. The Board of Directors shall be the policy-making body of the corporation. It shall define and be responsible for the primary purpose of the corporation. It shall review and approve the corporation's plans for implementation of Board-established goals. It shall review and approve the annual budget.

(a) Other than the initial Board, a Director shall be elected for a term of (3) three years. No Director may be elected to serve more than two (2) consecutive terms. On the initial Board, one-third shall serve for one year, one-third shall serve for two years, and one-third shall serve for three years.

(b) Vice-President. In the absence of the President or in the event of the President's disability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions of the President. The Vice-President shall perform such other duties as from time to time may be assigned by the President and other Board members.

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(c) (1) Treasurer. The Treasurer shall have custody of all the funds of the corporation which come into his or her possession. When necessary or proper, the Treasurer may endorse on behalf of the corporation, for collection, checks, notes, and other obligations and shall deposit the same to the credit of the corporation in such bank or banks or depositories as shall be selected or designated by or in the manner prescribed by the Board. The Treasurer may sign all receipts and vouchers for payments made to the corporation. Whenever required by the Board, the Treasurer shall render a statement of the cash account.

(c) (2) The Treasurer shall enter or cause to be entered, punctuality and regularly, on the books of the corporation to be kept by the Treasurer, full and accurate accounts of all moneys received and paid out by, for, or on account of the corporation. The Treasurer shall at all reasonable times exhibit such books and accounts and other financial records to any director of the corporation. The Treasurer shall have such other powers and duties as may be conferred upon or assigned by the Board.

(d) (1) Secretary. The Secretary (1) shall keep the minutes of all of the Board of Directors and the minutes of all meetings of the shareholders, in books provided for that purpose, (2) shall attend to the giving and serving of all notices, (3) may sign with the President or Vice-President in the name of the corporation and/or attest the signature of either of all contracts, conveyances, transfers, assignments, encumbrances, authorization and all other instruments, documents, and papers, of any and every description whatsoever, of or executed for or on behalf of the corporation and affix the seal of the corporation thereto.

(d) (2) The Secretary shall in general perform all the duties incident to the office of Secretary and shall have such other powers and duties as may be conferred upon or assigned by the Board of Directors.

5.04 The President, Vice-President, Secretary, and Treasurer shall be elected to a one year term, with one other year as an option. No officer shall be elected to serve more than two consecutive terms.

5.05 Removal. A Director shall be removed from the Board for failure to attend three (3) consecutive meetings of the Board without an excuse. A Director may also be removed for conduct not conducive to the good will of the organization.

Article VI. - Meetings

6.01 Regular meetings of the Board shall be held on the 5th of each month at 16018 Brookforest Drive, 77059. In the event this day coincides with a state or federal holiday, the Board shall elect an alternative day upon which to meet.

6.02 Special meetings shall be held only upon call by the President or Vice-President. Notice of such a meeting shall be given at least twenty-four (24) hours in advance.

6.03 The annual meeting shall be held in the month of January of each year.

Article VII. - Audits

The Board of Directors shall appoint the Auditors upon the recommendation of the Treasurer and two (2) Board members. The books of the organization shall be audited annually by a Certified Public Accountant and the report of such accountant shall be approved by the Board of Directors and filed with the records of the organization. A summary of this report shall be presented for action at a regularly scheduled Board meeting.

Article VIII. - Fiscal Year

The fiscal year shall be the calendar year.

Article IX.

- 9.01 The power to alter, amend, or repeal the By-Laws or adopt new By-Laws shall be vested in the Board of Directors.
- (a) Amendments to the By-Laws may be proposed in writing to the Board by any Director.
 - (b) All Board members shall receive a written copy of a prepared amendment for review in advance of a Board meeting at which the proposed amendment will be voted upon.
 - (c) The By-Laws shall be amended only by affirmative vote of two-thirds of the Directors.

Dated August 30, 1999.

Houston Alternative Preparatory
Charter School, Inc.

By: 

President

James H. Abney, Jr.

By: 

Secretary

ATTACHMENTS

**INTERNAL REVENUE SERVICE
501 c3 NON-PROFIT APPROVAL**

00166

I.
B.
C.
D.

**Houston Alternative Preparatory
Charter School
16018 Brookforest Drive
Houston, Texas 77059**

April 4, 2000

Internal Revenue Service
Exempt Organizations
Attention: Mr. James M. Gavin
20719 Watertown Road Room 105
Waukesha, Wisconsin 53186-1820

Dear Mr. Gavin:

Re EIN 31-1669257 Case Number: 319279055

This is in response to your letter of December 21, 1999, which requested additional information for considering our organization's application for exemption from Federal income tax. Your comments on the previously submitted information were helpful in identifying those matters that needed clarification.

One such matter was funding in excess of expenses. You may be assured that all funding received will be used by Houston Alternative Preparatory Charter School in fulfilling its educational purpose. Any yearend excess of revenue received over expenses will be applied to the subsequent year's operations. Directors serve on our Board as volunteers without compensation. No distributions are expected for the benefit of directors.

An outline of the sequence of the material is as follows:
Form 872 Consent Fixing Period of Limitation Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code (in duplicate). Note change to ending date of first tax year. This change was made to conform to a normal school year.

Form 1023, P. 6,7 Part III - Technical Requirements

Form 1023, P. 8,9 Part IV - Financial Data

Form 1023, Schedule B. Schools, Colleges, and Universities

Supporting Schedules - Financial Data

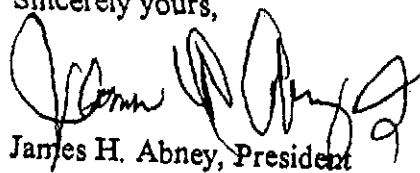
- Schedule B, statements, notices, resolution and

Articles of Incorporation - (as amended).

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We hope this information is sufficient to meet your additional information needs to look favorably upon our application. However, if additional information is needed, please let me know.

Sincerely yours,



James H. Abney, President

00168

Form **872-C**

Consent Fixing Period of Limitation Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

OMB No. 1545-0058

(Rev. September 1998)

Department of the Treasury
Internal Revenue Service

(See instructions on reverse side.)

To be used with
Form 1023. Submit
in duplicate.

Under section 6501(c)(4) of the Internal Revenue Code, and as part of a request filed with Form 1023 that the organization named below be treated as a publicly supported organization under section 170(b)(1)(A)(vi) or section 509(a)(2) during an advance ruling period,

Houston Alternative Preparatory Charter School

(Exact legal name of organization as shown in organizing document)

16018 Brookforest Drive, Houston, Texas 77059

(Number, street, city or town, state, and ZIP code)

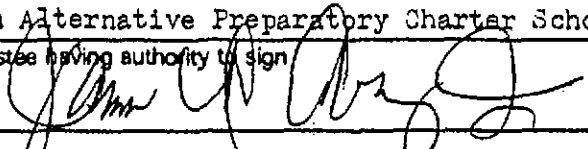
and the

District Director of
Internal Revenue, or
Assistant
Commissioner
(Employee Plans and
Exempt Organizations)

consent and agree that the period for assessing tax (imposed under section 4940 of the Code) for any of the 5 tax years in the advance ruling period will extend 8 years, 4 months, and 15 days beyond the end of the first tax year.

However, if a notice of deficiency in tax for any of these years is sent to the organization before the period expires, the time for making an assessment will be further extended by the number of days the assessment is prohibited, plus 60 days.

Ending date of first tax year August 31, 2001
(Month, day, and year)

Name of organization (as shown in organizing document)	Date
Houston Alternative Preparatory Charter School	4-4-00
Officer or trustee having authority to sign	Type or print name and title
Signature ▶ 	James H. Abney, Jr. C.E.O.
For IRS use only	
District Director or Assistant Commissioner (Employee Plans and Exempt Organizations)	Date

By ▶

For Paperwork Reduction Act Notice, see page 7 of the Form 1023 instructions.

Cat. No. 189050

00169

7

Form **872-C**

Consent Fixing Period of Limitation Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

OMB No. 1545-0056

(Rev. September 1998)

To be used with Form 1023. Submit in duplicate.

Department of the Treasury
Internal Revenue Service

(See instructions on reverse side.)

Under section 6501(c)(4) of the Internal Revenue Code, and as part of a request filed with Form 1023 that the organization named below be treated as a publicly supported organization under section 170(b)(1)(A)(vi) or section 509(a)(2) during an advance ruling period,

Houston Alternative Preparatory Charter School

(Exact legal name of organization as shown in organizing document)

16018 Brookforest Drive, Houston, Texas 77059

(Number, street, city or town, state, and ZIP code)

and the
District Director of
Internal Revenue, or
Assistant
Commissioner
(Employee Plans and
Exempt Organizations)

consent and agree that the period for assessing tax (imposed under section 4940 of the Code) for any of the 5 tax years in the advance ruling period will extend 8 years, 4 months, and 15 days beyond the end of the first tax year.

However, if a notice of deficiency in tax for any of these years is sent to the organization before the period expires, the time for making an assessment will be further extended by the number of days the assessment is prohibited, plus 60 days.

Ending date of first tax year August 31, 2001
(Month, day, and year)

Name of organization (as shown in organizing document)	Date
Houston Alternative Preparatory Charter School	4.4.00
Officer or trustee having authority to sign	Type or print name and title
Signature ▶ <i>James H. Abney, Jr.</i>	James H. Abney, Jr. C.E.O.
For IRS use only	
District Director or Assistant Commissioner (Employee Plans and Exempt Organizations)	Date

By ▶

For Paperwork Reduction Act Notice, see page 7 of the Form 1023 Instructions.

Cat. No. 169050

00170

A

Part III Technical Requirements (Continued)

- 7 Is the organization a private foundation?
- Yes (Answer question 8.)
- No (Answer question 9 and proceed as instructed.)

- 8 If you answer "Yes" to question 7, does the organization claim to be a private operating foundation?
- Yes (Complete Schedule E.)
- No

After answering question 8 on this line, go to line 14 on page 7.

- 9 If you answer "No" to question 7, indicate the public charity classification the organization is requesting by checking the box below that most appropriately applies:

THE ORGANIZATION IS NOT A PRIVATE FOUNDATION BECAUSE IT QUALIFIES:

- | | | |
|---|--|--|
| a | <input type="checkbox"/> As a church or a convention or association of churches
(CHURCHES MUST COMPLETE SCHEDULE A.) | Sections 509(a)(1)
and 170(b)(1)(A)(i) |
| b | <input checked="" type="checkbox"/> As a school (MUST COMPLETE SCHEDULE B.) | Sections 509(a)(1)
and 170(b)(1)(A)(ii) |
| c | <input type="checkbox"/> As a hospital or a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital (These organizations, except for hospital service organizations, MUST COMPLETE SCHEDULE C.) | Sections 509(a)(1)
and 170(b)(1)(A)(iii) |
| d | <input type="checkbox"/> As a governmental unit described in section 170(c)(1). | Sections 509(a)(1)
and 170(b)(1)(A)(v) |
| e | <input type="checkbox"/> As being operated solely for the benefit of, or in connection with, one or more of the organizations described in a through d, g, h, or i (MUST COMPLETE SCHEDULE D.) | Section 509(a)(3) |
| f | <input type="checkbox"/> As being organized and operated exclusively for testing for public safety. | Section 509(a)(4) |
| g | <input type="checkbox"/> As being operated for the benefit of a college or university that is owned or operated by a governmental unit. | Sections 509(a)(1)
and 170(b)(1)(A)(vi) |
| h | <input type="checkbox"/> As receiving a substantial part of its support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. | Sections 509(a)(1)
and 170(b)(1)(A)(vii) |
| i | <input type="checkbox"/> As normally receiving not more than one-third of its support from gross investment income and more than one-third of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). | Section 509(a)(2) |
| j | <input type="checkbox"/> The organization is a publicly supported organization but is not sure whether it meets the public support test of h or i. The organization would like the IRS to decide the proper classification. | Sections 509(a)(1)
and 170(b)(1)(A)(viii)
or Section 509(a)(2) |

If you checked one of the boxes a through f in question 9, go to question 14. If you checked box g in question 9, go to questions 11 and 12. If you checked box h, i, or j, in question 9, go to question 10.

00171

Part III Technical Requirements (Continued)

- 10 If you checked box h, i, or j in question 9, has the organization completed a tax year of at least 8 months?
 Yes—Indicate whether you are requesting:
 A definitive ruling. (Answer questions 11 through 14.)
 An advance ruling. (Answer questions 11 and 14 and attach two Forms 872-C completed and signed.)
 No—You must request an advance ruling by completing and signing two Forms 872-C and attaching them to Form 1023.

- 11 If the organization received any unusual grants during any of the tax years shown in Part IV-A, Statement of Revenue Expenses, attach a list for each year showing the name of the contributor; the date and the amount of the grant; and a description of the nature of the grant.

N/A

- 12 If you are requesting a definitive ruling under section 170(b)(1)(A)(iv) or (vi), check here and:

- a Enter 2% of line 8, column (e), Total, of Part IV-A
- b Attach a list showing the name and amount contributed by each person (other than a governmental unit or "publicly supported" organization) whose total gifts, grants, contributions, etc., were more than the amount entered on line 12a above.

- 13 If you are requesting a definitive ruling under section 509(e)(2), check here and:

- a For each of the years included on lines 1, 2, and 9 of Part IV-A, attach a list showing the name of and amount received from each "disqualified person." (For a definition of "disqualified person," see Specific Instructions, Part II, Line 4d, or page 3.)
- b For each of the years included on line 9 of Part IV-A, attach a list showing the name of and amount received from each payer (other than a "disqualified person") whose payments to the organization were more than \$5,000. For this purpose "payer" includes, but is not limited to, any organization described in sections 170(b)(1)(A)(i) through (vi) and any governmental agency or bureau.

- 14 Indicate if your organization is one of the following. If so, complete the required schedule. (Submit only those schedules that apply to your organization. Do not submit blank schedules.)

	Yes	No	If "Yes" compl Sched
Is the organization a church?		X	A
Is the organization, or any part of it, a school?	X		B
Is the organization, or any part of it, a hospital or medical research organization?		X	C
Is the organization a section 509(e)(3) supporting organization?		X	D
Is the organization a private operating foundation?		X	E
Is the organization, or any part of it, a home for the aged or handicapped?		X	F
Is the organization, or any part of it, a child care organization?		X	G
Does the organization provide or administer any scholarship benefits, student aid, etc.?		X	H
Has the organization taken over, or will it take over, the facilities of a "for profit" institution? . . .		X	I

0017

Part IV Financial Data

Complete the financial statements for the current year and for each of the 3 years immediately before it. If in existence less than 4 years, complete the statements for each year in existence. If in existence less than 1 year, also provide proposed budgets for the 2 years following the current year.

A. Statement of Revenue and Expenses

	Current tax year	3 prior tax years or proposed budget for 2 years			(e) TOTAL	
		(a) From..... to	(b) 8/2001	(c) 8/2002		(d)
Revenue	1 Gifts, grants, and contributions received (not including unusual grants—see page 6 of the instructions).		639,000	670,950		1,309,950
	2 Membership fees received					
	3 Gross investment income (see instructions for definition)					
	4 Net income from organization's unrelated business activities not included on line 3					
	5 Tax revenues levied for and either paid to or spent on behalf of the organization					
	6 Value of services or facilities furnished by a governmental unit to the organization without charge (not including the value of services or facilities generally furnished the public without charge)					
	7 Other income (not including gain or loss from sale of capital assets) (attach schedule)					
	8 Total (add lines 1 through 7)		639,000	670,950		1,309,950
	9 Gross receipts from admissions, sales of merchandise or services, or furnishing of facilities in any activity that is not an unrelated business within the meaning of section 513. Include related cost of sales on line 22					
	10 Total (add lines 8 and 9)		639,000	670,950		1,309,950
	11 Gain or loss from sale of capital assets (attach schedule)					
	12 Unusual grants					
	13 Total revenue (add lines 10 through 12)		639,000	670,950		1,309,950
Expenses	14 Fundraising expenses		9,500	11,000		
	15 Contributions, gifts, grants, and similar amounts paid (attach schedule)					
	16 Disbursements to or for benefit of members (attach schedule)					
	17 Compensation of officers, directors, and trustees (attach schedule)					
	18 Other salaries and wages		274,182	299,182		
	19 Interest					
	20 Occupancy (rent, utilities, etc.)		61,056	61,056		
	21 Depreciation and depletion		4,272	4,272		
	22 Other (attach schedule)		271,800	286,254		
	23 Total expenses (add lines 14 through 22)		620,810	661,764		
	24 Excess of revenue over expenses (line 13 minus line 23)		18,190	9,186		

Part IV Financial Data (Continued)

B. Balance Sheet (at the end of the period shown)		Current tax year Date <u>Aug 31</u> , 2001
Assets		
1	Cash	15,700
2	Accounts receivable, net	
3	Inventories	
4	Bonds and notes receivable (attach schedule)	
5	Corporate stocks (attach schedule)	
6	Mortgage loans (attach schedule)	
7	Other investments (attach schedule)	
8	Depreciable and depletable assets (attach schedule) (Schedule 2)	21,367
9	Land	
10	Other assets (attach schedule)	
11	Total assets (add lines 1 through 10)	37,067
Liabilities		
12	Accounts payable	
13	Contributions, gifts, grants, etc., payable	
14	Mortgages and notes payable (attach schedule)	
15	Other liabilities (attach schedule) (Schedule 2)	9,522
16	Total liabilities (add lines 12 through 15)	9,522
Fund Balances or Net Assets		
17	Total fund balances or net assets	27,545
18	Total liabilities and fund balances or net assets (add line 16 and line 17)	36,067

If there has been any substantial change in any aspect of the organization's financial activities since the end of the period shown above, check the box and attach a detailed explanation

Schedule B. Schools, Colleges, and Universities

1 Does, or will, the organization normally have: (a) a regularly scheduled curriculum, (b) a regular faculty of qualified teachers, (c) a regularly enrolled student body, and (d) facilities where its educational activities are regularly carried on? If "No," do not complete the rest of Schedule B. [X] Yes [] No

2 Is the organization an instrumentality of a state or political subdivision of a state? If "Yes," document this in Part II and do not complete items 3 through 10 of Schedule B. (See instructions on the back of Schedule B.) [] Yes [X] No

3 Does or will the organization (or any department or division within it) discriminate in any way on the basis of race with respect to: a Admissions? [] Yes [X] No b Use of facilities or exercise of student privileges? [] Yes [X] No c Faculty or administrative staff? [] Yes [X] No d Scholarship or loan programs? [] Yes [X] No If "Yes" for any of the above, explain.

4 Does the organization include a statement in its charter, bylaws, or other governing instrument, or in a resolution of its governing body, that it has a racially nondiscriminatory policy as to students? [X] Yes [] No Attach whatever corporate resolutions or other official statements the organization has made on this subject. See Attachment II

5a Has the organization made its racially nondiscriminatory policies known in a manner that brings the policies to the attention of all segments of the general community that it serves? [X] Yes [] No If "Yes," describe how these policies have been publicized and how often relevant notices or announcements have been made. If no newspaper or broadcast media notices have been used, explain. See Attachment I

b If applicable, attach clippings of any relevant newspaper notices or advertising, or copies of tapes or scripts used for media broadcasts. Also attach copies of brochures and catalogs dealing with student admissions, programs, and scholarships, as well as representative copies of all written advertising used as a means of informing prospective students of the organization's programs.

6 Attach a numerical schedule showing the racial composition, as of the current academic year, and projected to the extent feasible for the next academic year, of: (a) the student body, and (b) the faculty and administrative staff.

7 Attach a list showing the amount of any scholarship and loan funds awarded to students enrolled and the racial composition of the students who have received the awards. N/A See Attachment I

8a Attach a list of the organization's incorporators, founders, board members, and donors of land or buildings, whether individuals or organizations. N/A See Attachment I

b State whether any of the organizations listed in 8a have as an objective the maintenance of segregated public or private school education, and, if so, whether any of the individuals listed in 8a are officers or active members of such organizations.

8a Enter the public school district and county in which the organization is located. Houston Independent School District (Harris County Texas)

b Was the organization formed or substantially expanded at the time of public school desegregation in the above district or county? [] Yes [X] No

10 Has the organization ever been determined by a state or Federal administrative agency or judicial body to be racially discriminatory? [] Yes [X] No

If "Yes," attach a detailed explanation identifying the parties to the suit, the forum in which the case was heard, the cause of action, the holding in the case, and the citations (if any) for the case. Also describe in detail what changes in the organization's operation, if any, have occurred since then.

Houston Alternative Preparatory
 Charter School
 Form 1023 - Supporting Schedule.

Part IV - Financial Data
 Statement of Revenues and Expenses
 Revenues, Line 1

	2001	2002
State - Texas Education Agency	\$380,000	\$399,000
Other-Grants - Foundations	\$146,000	\$153,300
Other-Grants - Corporations	\$95,000	\$99,750
Other - Gifts	\$18,000	\$18,900
Total revenue	<u>\$639,000</u>	<u>\$670,950</u>

Part IV, Financial, Line 22

Expense Description	2001	2002
Supplies & materials	\$10,683	\$11,218
Transportation-Special Ed	\$43,200	\$45,360
Food Services	\$30,000	\$31,500
Insurance-Student Activity	\$3,500	\$3,675
Professional & Contracted services	\$43,700	\$45,885
Other - medical insurance	\$14,400	\$15,120
Other - retirement funding	\$93,960	\$98,658
Other - workers comp insurance	\$6,732	\$7,069
Telephone	\$2,400	\$2,520
Postage, shipping, delivery	\$2,250	\$2,363
Payroll taxes - employer	\$20,975	\$22,887
Total other expenses	<u>\$271,800</u>	<u>\$286,254</u>

Houston Alternative Preparatory
Charter School EIN: 31-1669257
Form 1023 - Supporting Schedule 2
Part IV - Financial Data

Line 8

Depreciable assets (Net)

Furnishings	\$8,500
Telephone equipment	\$5,727
Sound system	\$3,140
Reference library	\$4,000
Total	<u>\$21,367</u>

Line 15

Other liabilities

Photocopier lease obligation	\$6,200
Payroll taxes payable	\$3,322
Total	<u>\$9,522</u>

Houston Alternative Preparatory Charter School #31-1669257

Supplement to Schedule B. Schools, Colleges, and Universities - Attachment I

- 5a The racially nondiscriminatory policies have been publicized by:
- 1) Newspaper classified advertisement in The Informer & Texas Freeman, February 25, 2000 (Houston, Galveston, Fort Bend County and Beaumont-Port Arthur) and
 - 2) Circular distribution announcing public meeting held March 4, 2000.
- b Newspaper clipping and circular are attached (Attachment I - 1).
- 7 No scholarship or loan funds have been awarded to any students.
- 8a No buildings or land have been donated by any individuals or organizations.
- b Not applicable because no buildings or land have been donated to Houston Alternative Preparatory Charter School.

Houston Alternative Preparatory Charter School Resolution

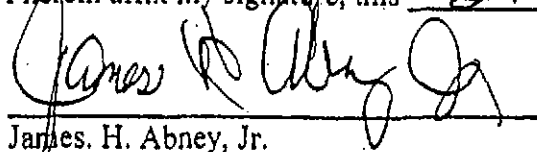
Whereas, the Houston Alternative Preparatory Charter School promotes employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief.

And whereas, Houston Alternative Preparatory Charter School believe we must protect employees according to the laws applicable in Federal and State laws, rules, guidelines regulations and executive orders to insure equal employment and opportunity

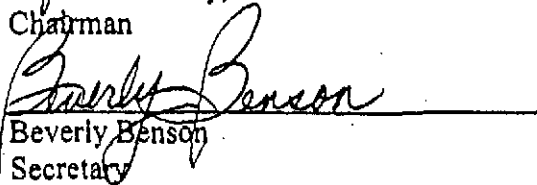
And whereas, Houston Alternative Preparatory Charter School assures all applicants for employment with Houston Alternative Preparatory Charter School equal consideration based solely on job-related factors

Be it therefore resolved that Houston Alternative Preparatory Charter School will cooperate with agencies responsible for the enforcement of State and Federal Laws, executive orders court ruling, and other regulations dealing with unlawful discriminatory practices related to employment, and will conduct civil rights and equal employment opportunity training.

I herein affix my signature, this 21st of Feb, and 2000.



James. H. Abney, Jr.
Chairman



Beverly Benson
Secretary

ATTACHMENT

ARTICLES OF INCORPORATION

00180

FIL
In the Office
Secretary of State
FEB 25
Corporations

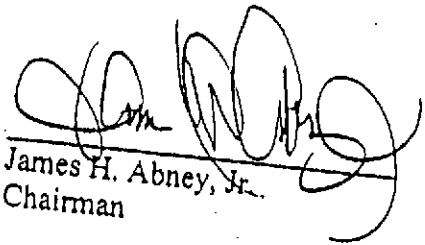
Articles of Amendment

The Name of the Corporation is Houston Alternative Preparatory Charter School.

Article IV

Said corporation is organized exclusively for charitable, and education and scientific purposes, including, for such purpose, the making of distribution to organizations that qualify as exempt organizations under section 501 (c) (3) of the Internal Revenue Code or the corresponding section of any future federal tax code.

In witness whereof, we have hereunto subscribed our names of this at a meeting off the members of the board at which a quorum was present, the Amendment was adopted by an affirmative vote of 2/3 of the members present, on February 21, 2000.



James H. Abney, Jr.
Chairman

00181

LAS-CN



The State of Texas
Secretary of State
SEP. 2, 1999

JAMES H. ABNEY II
16018 BROOKFOREST DR.
HOUSTON TX 77059

RE:
HOUSTON ALTERNATIVE PREPARATORY CHARTER SCHOOL
CHARTER NUMBER 01549511-01

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD THE ARTICLES OF INCORPORATION THAT CREATED YOUR CORPORATION. WE EXTEND OUR BEST WISHES FOR SUCCESS IN YOUR NEW VENTURE.

AS A CORPORATION, YOU ARE SUBJECT TO STATE TAX LAWS. SOME NON-PROFIT CORPORATIONS ARE EXEMPT FROM THE PAYMENT OF FRANCHISE TAXES AND MAY ALSO BE EXEMPT FROM THE PAYMENT OF SALES AND USE TAX ON THE PURCHASE OF TAXABLE ITEMS. IF YOU FEEL THAT UNDER THE LAW YOUR CORPORATION IS ENTITLED TO BE EXEMPT YOU MUST APPLY TO THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE EXEMPTION. THE SECRETARY OF STATE CANNOT MAKE SUCH DETERMINATION FOR YOUR CORPORATION.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.



VERY TRULY YOURS,

00182

Eltan Romer
Eltan Romer, Secretary of State



The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION
OF

HOUSTON ALTERNATIVE PREPARATORY CHARTER SCHOOL
CHARTER NUMBER 01549511

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE
FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE
THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LA
THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED AUG. 31, 1999

EFFECTIVE AUG. 31, 1999



Elton R. Gomez
Elton R. Gomez, Secretary

00183

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

DEPARTMENT OF THE TREASURY

Date: APR 06 2000

HOUSTON ALTERNATIVE PREPARATORY
CHARTER SCHOOL
16018 BROOKFOREST DR
HOUSTON, TX 77059

Employer Identification Number:
31-1669257
DLN:
310096039
Contact Person:
JAMES M. GAVIN ID# 75033
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
August 31
Form 990 Required:
yes
Addendum Applies:
no

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(ii).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

00184

Letter 047 / 100

HOUSTON ALTERNATIVE PREPARATORY

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code.

00185
Letter 947 (DO/CG)



**Office of the Secretary of State
Statutory Filings Division
Corporations Section**

**P.O. Box 13697
Austin, Texas 78711-3697
(512) 463-5555**

Enclosed is evidence of the business organization filing which you recently made with this office. Newly enacted legislation effective September 1, 1997 allows us to accept the document for filing when only a single copy is furnished but provides that the certificate of filing is to be returned without a duplicate copy attached. In the future, if you wish to receive a file stamped copy, you should enclose a duplicate copy when the filing is delivered to us.

00186

HOUSTON ALTERNATIVE PREPARATORY

If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are expended only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), there should be evidence that the funds will remain dedicated to the required purposes and that they will be used for those purposes by the recipient.

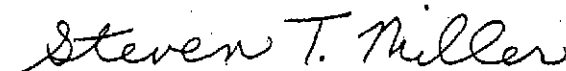
If distributions are made to individuals, case histories regarding the recipients should be kept showing names, addresses, purposes of awards, manner of selection, relationship (if any) to members, officers, trustees or donors of funds to you, so that any and all distributions made to individuals can be substantiated upon request by the Internal Revenue Service. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Steven T. Miller
Director, Exempt Organizations

ATTACHMENT

BIOGRAPHICAL AFFIDAVIT

00183

I.
E.

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT

(Print or Type)

Full Name of Sponsoring Entity and Name of Proposed Charter School:
Houston Alternative Preparatory Charter School.

In connection with the above-named organization and charter school application, I herewith make representations and supply information myself as hereinafter set forth. (Attach addendum or separate sheet space hereon is insufficient to answer any questions fully.)

IF ANSWER IS "NO" OR "NONE". SO STATE

1. Full Name (Initials Not Acceptable:) Elnora D. Woods
2. Have you ever had your name changed? No If yes, give reason for change: _____

b. Maiden Name (if female) Downey

c. Other names used at any time None

3. Social Security Number*: [REDACTED]

4. Date and Place of Birth: [REDACTED] - Brenham, Texas

5. Business Address: 2811 26th. Street, Dickinson, Texas 77539

6. List your residences for the last ten (10) years starting with your current address giving:

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP</u>
<u>1964-Present</u>	<u>2811 26th. St.</u>	<u>Dickinson, Texas</u>	<u>775</u>

7. Education: Dates, Names, Locations and Degrees

College: _____

Graduate Studies _____

Others Franklin Beauty School, Houston, Texas, 1964

8. List Membership in Professional Societies and Associations: Faith United Methodist Church, Dickinson, Texas,

9. Present or Proposed Position with the Proposed Charter School: Board Member

10. List complete employment record (up to and including present jobs, positions, directorates or officership) for the past twenty (2) years:

DATES	EMPLOYER	ADDRESS	TITLE
1969-Current	Elnora's Cut & Curl	2811 26th. Street	Owner
Current		Dickinson, Texas	77539

11. Present employer may be contacted: (Yes) No (Circle One)
Former employers may be contacted: (Yes) No (Circle One)

12. a. Have you ever been in a position which required a fidelity bond? NO
If any claims were made on bond, give details: NO
b. Have you ever been denied an individual or position schedule fidelity bond, or has a bond cancelled or revoked? NO
If yes, give details: _____

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): Cosmetologist -1969

14. During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked? No If yes, give details: _____

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? _____ If yes, give details: _____

16. Have you ever been adjudged bankrupt? No

17. Have you ever been convicted or had a sentence imposed or suspended or had promouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any of any federal or state regulatory agency? No

I yes, give details: _____

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? NO. If so, please furnish details: _____

Dated and signed this _____ day of _____, 2000, at _____

I hereby certify under penalty that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

[Handwritten Signature]
(Signature of Affiant)

State of Texas
County of Harris County

Personally appeared before me the above named _____ personally known to me, who being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 12th day of April, 2000

[Handwritten Signature]
(Notary Public
My commission expires 1-4-03)

(SEAL)



I.
E.

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT

(Print or Type)

Full Name of Sponsoring Entity and Name of Proposed Charter School:
Houston Alternative Preparatory Charter School.

In connection with the above-named organization and charter school application, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any questions fully.)

IF ANSWER IS "NO" OR "NONE". SO STATE

1. Full Name (Initials Not Acceptable:) Beverly A. Benson
2. Have you ever had your name changed? No If yes, give reason for the change: _____
- b. Maiden Name(if female) Benson
- c. Other names used at any time None
3. Social Security Number*: [REDACTED]
4. Date and Place of Birth: [REDACTED] St. Louis, Mo.
5. Business Address: 10822 Kirkwell Street, Houston, Texas 77089
6. List your residences for the last ten (10) years starting with your current address giving:

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>1978-Present</u>	<u>10822 Kirkwell St.</u>	<u>Houston, Texas</u>	<u>77089</u>

7. Education: Dates, Names, Locations and Degrees
 - College: Texas Southern University, Houston, Texas 77004,
Psychology, Bachelor of Arts
 - Graduate Studies _____
 - Others _____

8. List Membership in Professional Societies and Associations: Faith United Methodist Church, Dickinson, Texas; Houston Foundatin of Sickle Cell, Houston, Texas; Visiting Nurses Association, Inc.

9. Present or Proposed Position with the Proposed Charter School: Board Member

10. List complete employment record (up to and including present jobs, positions, directorates or officership) for the past twenty (2) years:

DATES	EMPLOYER	ADDRESS	TITLE
1976-Current	AFL-CIO, Community Services	2506 Sutherland Houston, Texas 77023	Director

11. Present employer may be contacted: (Yes) No (Circle One)
Former employers may be contacted: (Yes) No (Circle One)

12. a. Have you ever been in a position which required a fidelity bond? NO
If any claims were made on bond, give details: NO
b. Have you ever been denied an individual or position schedule fidelity bond, or has a bond cancelled or revoked? NO
If yes, give details: _____

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): _____

14. During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked? No If yes, give details: _____

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? NO If yes, give details: _____

16. Have you ever been adjudged bankrupt? No

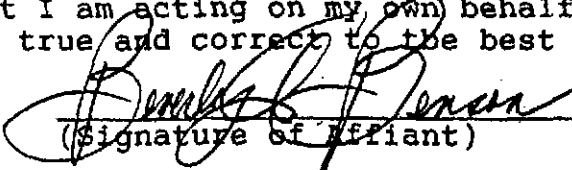
17. Have you ever been convicted or had a sentence imposed or suspended or had promouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any of any federal or state regulatory agency? No
I yes, give details: _____

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? NO. If so, please furnish details: _____

Dated and signed this _____ day of _____, 2000, at _____

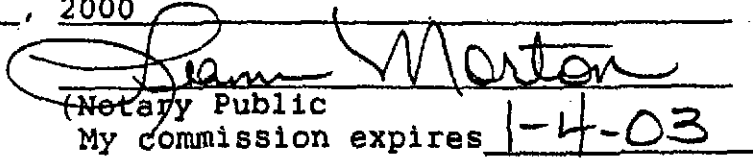
I hereby certify under penalty that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

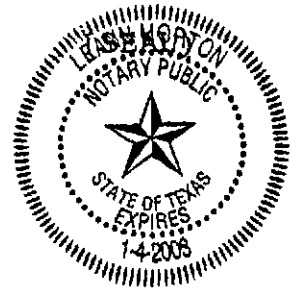

(Signature of affiant)

State of Texas
County of Harris County

Personally appeared before me the above named _____ personally known to me, who being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 12th day of April, 2000


(Notary Public
My commission expires 1-4-03)



I.
E.

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT

(Print or Type)

Full Name of Sponsoring Entity and Name of Proposed Charter School:
Houston Alternative Preparatory Charter School.

In connection with the above-named organization and charter school application, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any questions fully.)

IF ANSWER IS "NO" OR "NONE". SO STATE

1. Full Name (Initials Not Acceptable:) James H. Abney, Jr
2. Have you ever had your name changed? No If yes, give reason for the change: _____

- b. Maiden Name(if female) _____
- c. Other names used at any time None
3. Social Security Number*: [REDACTED]
4. Date and Place of Birth: [REDACTED] - Johnston, South Carolina
5. Business Address: 16018 Brook Forest Drive, Houston, Texas 77059
6. List your residences for the last ten (10) years starting with your current address giving:

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>1994-Present</u>	<u>16018 Brook Forest Dr.</u>	<u>Houston, Texas</u>	<u>77059</u>
<u>1976-1994</u>	<u>16007 Havenhurst</u>	<u>Houston, Texas</u>	<u>77059</u>

7. Education: Dates, Names, Locations and Degrees

College: 1973, Talladega College, Talladega Alabama, Bachelor of Arts, Economics.

Graduate Studies _____

Others _____

8. List Membership in Professional Societies and Associations: Faith

8. List Membership in Professional Societies and Associations: Faith United Methodist Church, Dickinson, Texas, Church Treasurer, Finance Committee Member, Board of Trustees Member.
9. Present or Proposed Position with the Proposed Charter School: Chief Executive Officer and Treasurer.
10. List complete employment record (up to and including present jobs, positions, directorates or officership) for the past twenty (2) years:

DATES	EMPLOYER	ADDRESS	TITLE
1991-	Dr. Lucille A. Abney, P.C.	17041 El Camino Real	Business
Current		Suite 110 Houston, Texas 77058	Manager/ Chief Executive Officer

11. Present employer may be contacted: (Yes) No (Circle One)
Former employers may be contacted: (Yes) No (Circle One)
12. a. Have you ever been in a position which required a fidelity bond?
If any claims were made on bond, give details: NO
- b. Have you ever been denied an individual or position schedule fidelity bond, or has a bond cancelled or revoked? NO
If yes, give details:
13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination):
14. During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked? No If yes, give details:
15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? Yes If yes, give details: Wife, Dr. Lucille A. Abney, PhD., Chief Operating Officer.
16. Have you ever been adjudged bankrupt? No
17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information

or indictment charging any felony, or charging a felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any of any federal or state regulatory agency? No

I yes, give details: _____

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? NO. If so, please furnish details: _____

Dated and signed this _____ day of _____, 2000, at _____

I hereby certify under penalty that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.


(Signature of Affiant)

State of Texas
County of Harris County

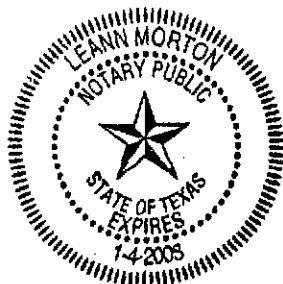
Personally appeared before me the above named _____ personally known to me, who being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 12th day of April, 2000

(SEAL)


(Notary Public

My commission expires 1-4-03



00197

ATTACHMENTS

**VITA-DR. LUCILLE A. ABNEY, Ph'D,
CHIEF OPERATING OFFICER (HAPCS)**

VITA

Lucille Allen Abney, PhD.

Permanent Address: 16018 Brook Forest Dr.
Houston, Texas 77059
Home Phone: (281) 488-3534

EDUCATION

George Washington Carver High School, Baytown, Texas 77021
Diploma: 1964
Scholarship Recipient
Lions Club, Baytown, Texas, 77021
Kawanis Club, Baytown, Texas 77021

Texas Southern University, Houston, Texas 77004
Degree: Bachelor of Arts, B.A. 1968
Major: Social Work
Minor: Psychology

Atlanta University, Atlanta, Georgia. 30314
Graduate School of Social Work
Degree: Master of Social Work, MSW, 1971
Social Case Work

Internships: Emory University, Atlanta, Georgia 30314
Adolescent Pregnancy Program
Yale University Child Study Center
New Haven, Connecticut

University of Chicago, Chicago Illinois 60605
Graduate School of Social Service Administration
Certificate: Social Work Education, 1972

ABNEY, L. A.
VITA'
EDUCATION
CONTINUED

Texas Womans University, Denton, Texas 76204
Degree: Doctor of Philosophy, PhD., 1991
Marriage and Family Counseling
Minor: Psychology and Child Development

DISSERTATION. REFERENCE

Abney, L. A. (1991). Black mothers' perceptions of their
childrearing practices from 1945 to 1955: A cohort of
southern black mothers born in the 1930's. Dissertation,
Ann Arbor, MI: U.M.I.

ABNEY, L. A.
VITA'

LICENSES

Licensed Master Social Worker, Advanced
Clinical Practitioner, (LMSWACP) Texas
Department of Human Services, Austin,
Texas 78756-3183

Licensed Marriage and Family Therapist (LMFT)
Texas State Board of Examiners of Marriage
and Family Therapist; Austin, Texas 78756-3183

ABNEY, L. A.
VITA

CERTIFICATIONS

American Board of Medical Psychotherapists
Nashville, Tennessee 37203-1520
Fellow and Diplomate
Diploma Certificate Number [REDACTED]

The National Academy of Certified Family Therapist, Inc.
Denver, Colorado 80209-2809
Certified Family Therapist Number 178

Certificate of Membership, Northamerican
Association of Masters in Psychology; Norman, Oklahoma 73070
Number 3290

American Institute of Hypnotherapy
Santa Ana, California 92705
Certificate of Clinical Hypnotherapy 1993
Registered Hypnotherapist, Number G175
Certified Hypnotherapist, Number G175

The Milton H. Erickson Institute
of Houston, Texas 77005
Certificate: Ericksonian Approaches
to Hypnosis and Psychotherapy 09/11/92-05/14/93

ATTACHMENTS

EMPLOYEE COMPLAINT FORM

00203

HOUSTON ALTERNATIVE PREPARATORY CHARTER SCHOOL

EMPLOYEE COMPLAINT FORM

Employee's Name	Immediate Supervisor
Complaint Date	Partner Organization
Incident Date	Number of occurrences

Describe Complaint/Grievance providing as much detail as possible.

Please provide complete names of individual(s) complaint/Grievance you feel caused this action.

Do you feel this action is a violation of the center rules and regulations?

Please submit this complaint /grievance form to:
Norma Bonica - Site Manager

ATTACHMENTS

SEXUAL HARASSMENT POLICY

Houston Alternative Preparatory Charter School SEXUAL HARASSMENT POLICY

Sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964.

Sexual harassment is defined as :

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when it meets one of these criteria:

- Submission to such conducts made, either explicitly or implicitly, a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- The conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;

Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

The conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

There are two types of sexual harassment

Quid Pro Quo - ("this for that") claims in which a supervisor offers a job, promotion or raise, in return for sexual favors, or threatens retaliatory action if you don't comply with his/her advances.

Hostile Environment - claims in which an employee engages in unwelcome sexual behavior that creates an offensive work atmosphere for any other employee. The conduct must be so severe or pervasive that it changes the very conditions of employment, creating a hostile work environment.

Houston Alternative Preparatory Charter School - SEXUAL HARASSMENT POLICY

The Houston Alternative Preparatory Charter School seeks to assure that HAPCS maintains a workplace free of sexual harassment and intimidation. Sexual harassment is defined as "unwelcome" sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals- or such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Houston Alternative Preparatory Charter School does not tolerate vulgar, abusive, humiliating or threatening language, practical jokes, or other inappropriate behavior in the workplace.

Houston Alternative Preparatory Charter School does not tolerate the harassment of any employee or non-employee by any other employee or non-employee, supervisor, manager, or director for any reason. Harassment of a sexual nature

If you become aware of sexual harassment or believe that you have been subjected to such treatment, you should report such actions to your supervisor, management, to a human resources counselor, to an appropriate level of or to the Human Resources Director.

It is the responsibility of each employee to be aware of the details of the foregoing policy -**Procedures for Filing Complaints**

The HAPCS takes all complaints seriously and handles complaints as confidentially as possible,

It is not necessary to file a complaint or grievance to report sexual harassment

Exercising rights under this Policy does not in any way affect an employee's right to seek relief through the TCHR, the EEOC, or a court of Proper jurisdiction for any complaint for which a remedy is provided under State or Federal law.

Non-employee violators of this policy are subject to expulsion from a Houston Alternative Preparatory Charter School facility when harassment occurs on HAPCS premises. Houston Alternative Preparatory Charter School may discontinue service to off-Houston Alternative Preparatory Charter School premises violators of this policy. Furthermore, HAPCS may report violators to the appropriate authority for civil or criminal action. Houston Alternative Preparatory Charter School prohibits retaliation of any kind against employees who, in good faith, bring sexual harassment complaints or assist in investigating complaints.

Violators Of this policy are subject to immediate disciplinary action up to and including termination.

It is a violation of various State and Federal laws, which may subject the individual harasser to liability for any such unlawful conduct.

ATTACHMENTS

MINUTES OF FIRST BOARD MEETING

**MINUTES OF FIRST MEETING
ORGANIZATIONAL CONSENT OF DIRECTORS
OF
HOUSTON ALTERNATIVE PREPARATORY CHARTER SCHOOL**

The undersigned, being all the members of the Board of Directors of Houston Alternative Preparatory Charter School, hereby consent to the adoption of the following resolutions and to the action authorized in such resolution being taken by the Board of Directors in lieu of an organizational meeting thereof:

1. Adoption of Bylaws

RESOLVED, that the form of the Bylaws attached to these resolutions by and the same are hereby approved and adopted as the bylaws of the Houston Alternative Preparatory Charter School and the Secretary of the Houston Alternative Preparatory Charter School is directed to cause the organizational thereof to be placed in the minute book of the school.

2. Election of Officers

RESOLVED, that the following named persons be and they are hereby elected to the office set opposite their names to service until September or until their successors are elected and qualified:

President/CEO: James H. Abney, Jr.

Secretary: Beverly Benson

Treasurer: _____

3. Banking Authority

RESOLVED, that the President and Treasurer of the Houston Alternative Charter School be and is hereby authorized and directed to execute and deliver such form resolutions as may be required to establish such checking accounts and borrowing accounts as the president of Houston Alternative Charter School shall deem necessary and appropriate; and

RESOLVED FURTHER, that such from resolutions by attached to this Consent and incorporated herein for all purposes as the official resolutions of the Charter School; and

RESOLVED FURTHER, that this resolution and the form resolution to which it is applicable shall continue in full force and effect until official written notice of rescission thereof by the Board of Directors of the Houston Alternative Preparatory School have been given to the bank.

4. Number of Directors

RESOLVED, that the number of directors of the Houston Alternative Preparatory Charter School be (3).

5. RESOLVED, that the directors by, and they hereby are, authorized to execute this consent in multiple counterparts.

The undersigned, being all the Directors of the Houston Alternative Preparatory Charter School hereby consent to all the foregoing this

17th (insert) Day of August, 1999

Beverly A. Benson
Anna Starks
James R. Abney

ATTACHMENTS

STUDENT REGISTRATION FORM

FOR OFFICE USE ONLY

Teacher: _____ Adv.# _____

Date Enrolled: _____

Entry Code: O R C

Stu. # _____

Alt. Stu. ID # _____

Permanent/SS # _____

HOUSTON ALTERNATIVE PREPARATORY CHARTER SCHOOL

FOR OFFICE USE ONLY

Birth Certificate Received _____ Date _____

Date of Withdrawal _____

Withdrawal Reason _____

Bus #: _____

STUDENT REGISTRATION FORM
 Registración de Estudiante
PLEASE PRINT ALL INFORMATION ON BOTH SIDES
 Favor Llenar Toda La Información En Los Dos Lados

Student's Legal Name: _____
 Nombre de Estudiante: Last (Apellido) First(Nombre) Middle

Sex:(Sexo) Male(Masculino) Female(Femenino)

Parent/Guardian Name: _____
 Nombre de Padres o Guardia: Last(Apellido) First(Nombre) Middle

Grade (Circle One): Pre-K KN 1 2 3 4 5
 Ano Escolar (Circule Uno)

Mailing Address: _____
 Direccion Postal: Street(Calle) Apt.#(Apto.)

Home Address: _____
 Direccion de Casa: Street(Calle) Apt#(Apto.)

Date of Birth: _____
 Fecha de Nacimiento: Mes Dia Ano
 SS# _____

City(Ciudad) State(Estado) Zip City(Ciudad) State(Estado) Zip

Subdivision or Apartment Name: _____
 (Vecindario o Nombre de Apartamentos)

Race:(Raza) African American Asian/Pacific Island
 Afro-Americano Asiatico/Islas Pacificas

Home Phone:(Telefono) () _____ Non-listed Please check if address or phone is different from last school year.

American Indian Hispanic White
 Indio-Americano Hispano Blanco

Por favor marque aqui si la direccion o telefono es distinto al ano pasado.

Birth Place:(Lugar de Nacimiento) _____
 City(Ciudad) State(Estado)Country(Pais)

Emergency Phone:Telefono En Caso de Emergencia() _____
 Male Parent:(Padre) _____

Work Phone:Telefono de Trabajo () _____
 Relationship:(Relacion) _____

Employed by:(Lugar de Empleo) _____
 Telephone:(Telefono) () _____
 Mobile/Pager:(Celular/) () _____

Female Parent:(Madre) _____
 Relationship:(Relacion) _____

Employed by:(Lugar de Empleo) _____
 Telephone:(Telefono) () _____
 Mobile/Pager:(Celular/) () _____

Legal Guardian:(Guardiano Legal) _____ (If not living with Parents)(Si no vive con los Padres)
 Employed by:(Lugar De Empleo) _____ Telephone:(Telefono) () _____

Student Resides With: Both Parents Female Parent Male Parent Guardian
 Estudiante vive con: Los Dos Padres Madre Padre Guardia

Day Care or person responsible for picking up student:(Guarderia o la persona responsable por recoger el estudiante)

00212

ATTACHMENTS

STUDENT HEALTH RECORDS

HOUSTON ALTERNATIVE PREPARATORY CHARTER SCHOOL

STUDENT HEALTH RECORD

Registro De Salud Del Estudiante

Telephone No. _____

Telefono _____

NAME: Last First MI
Nombre: Apellido Primer Segundo

Birth Date: Month/Day/Year
F. de nacimiento (mes/dia/año)

Date entered
Fecha de ingreso

Conditions student has had: (Indicate year)
Enfermedades que ha tenido el estudiante (indique el año)

- _____ Asthma Medication needed
Asma Medicacion
- _____ Chicken Pox (Varicela)
- _____ Concussion/Head injury (Commocion cerebral)
- _____ Diabetes
- _____ Digestive Disorders _____
Trastorno digestivo
- _____ Epileptic Seizures Medication needed
Ataques epilepticos Medicacion
- _____ Heart Condition _____
Enfermadad cardiaca
- _____ Pneumonia (Neumonia)
- _____ Rheumatic Fever (Fiebre del heno)
- _____ Tuberculosis
- _____ Other (Otro) _____

Answer YES or NO - Does the student have?
Responda si o no, tiene estudiante:

- _____ Hearing Impairment (Impedimento auditivo)
- _____ Earaches (Dolor de oídos)
- _____ Visual Impairment (Impedimento visual)
- _____ Speech Impairment (Dificultad en el habla)
- _____ Frequent Colds (Resfriados frecuentes)
- _____ ADD/ADHD Medication
- _____ Severe allergy to insect bites Medication
Alergia severa a picadura de insectos
- _____ Respiratory Disorder or Allergy Medication
Trastornos respiratorios o alergicos

Signature of Parent or Guardian

Firma de Padre o Guardia

Date (fecha) _____

FOR SCHOOL USE ONLY

NAME: Last First MI Birth Date: Month/Day/Year

CCISD ID# _____ SASI # (Pencil) _____

VACCINES	1 st Date	2 nd Date	3 rd Date	4 th Date	5 th Date	
Oral Polio						Notes
DPT/DTaP/DT						
MMR						
Measles						
Mumps						
Rubella						
Hib						
Hepatitis B						
Varicella						
Tuberculin Test						

ATTACHMENTS

**AUTHORIZATION FOR RELEASE OF
STUDENT RECORDS**

Houston Alternative Preparatory Charter School

AUTHORIZATION FOR THE RELEASE OF STUDENT RECORDS

We have enrolled a student who formerly attended your school:

_____	_____	_____
Name	Grade	Date of Birth
_____	_____	_____
Name	Grade	Date of Birth

We would appreciate the following information:

1. Report card records
2. Health records
3. Test records
4. Partial grades from current reporting period
5. Information on remedial or other special programs if applicable

I give my permission for records to be sent.

Parent signature

Please send this information to:

ATTACHMENTS

ENROLLMENT SURVEY

HOUSTON ALTERNATIVE PREPARATORY
CHARTER SCHOOL

ENROLLMENT SURVEY

STUDENT NAME _____ DATE OF BIRTH _____

CURRENT GRADE LEVEL _____

HAS YOUR CHILD EVER BEEN REFERRED FOR SPECIAL EDUCATION TESTING?

_____ YES _____ NO

HAS YOUR CHILD EVER BEEN REFERRED TO OR RECEIVED SERVICES FROM A DYSLEXIC TEACHER?

_____ YES _____ NO

HAS YOUR CHILD BEEN RECEIVING SERVICES FROM A SPECIAL EDUCATION TEACHER?

_____ YES _____ NO

HAS YOUR CHILD BEEN IN AN ENGLISH AS A SECOND LANGUAGE PROGRAM?

_____ YES _____ NO

HAS YOUR CHILD BEEN IN A GIFTED/TALENTED PROGRAM?

_____ YES _____ NO

PARENT/GUARDIAN SIGNATURE

DATE

ATTACHMENTS

HOME LANGUAGE SURVEY

Houston Alternative Preparatory Charter School

TEXAS EDUCATION AGENCY
DIVISION OF BILINGUAL EDUCATION
Home Language Survey

Name of Student _____

Campus _____ Grade _____

TO BE FILLED IN BY STUDENT:

1. What language is spoken in your home most of the time? _____

2. What language do you speak most of the time? _____

3. Do you hold an Alien Registration Card (I-94)? _____

4. Have you lived in this country less than three years? _____

Signature of Parent

Date

CUESTIONARIO DE IDIOMA HOGAREÑO
ESTADO DE TEXAS

Nombre del Estudiante _____

Escuela _____ Grado _____

DEBE DE COMPLETARSE POR EL ESTUDIANTE:

1. ¿Cual es el idioma que más se habla en su hogar? _____

2. ¿Cual es el idioma que más habla usted? _____

3. ¿Tiene usted una Tarjeta de Registro para Extranjeros (I-94)? _____

4. ¿Ha vivido en este país por menos de tres años? _____

Firma del Padre

Fecha

00220

ATTACHMENTS

EMPLOYEE EVALUATION FORM

Houston Alternative Preparatory Charter School EMPLOYEE EVALUATION FORM

Name: _____ Date: _____

Department: _____ Job Title: _____

Purpose of this Employee Evaluation:

To take a personal inventory, to pin-point weaknesses and strengths and to outline and agree upon a practical improvement program. Periodically conducted, these Evaluations will provide a history of development and progress.

Instructions:

Listed below are a number of traits, abilities, and characteristics that are important for success in business. Place an "X" mark on each rating scale, over the descriptive phrase which most nearly describes the person being rated. (If this form is being used for self-evaluation, you will be describing yourself).

Carefully evaluate each of the qualities separately.

Two common mistakes in rating are (1) A tendency to rate nearly everyone as "average" on every trait instead of being more critical in judgment. The rater should use the ends of the scale as well as the middle, and (2) The "Halo Effect," i.e. a tendency to rate the same individual "excellent" on every trait or "poor" on every trait based on the overall picture one has of the person being rated. However, each person has strong points and weak points and these should be indicated on the rating scale.

ACCURACY Is the correctness of work duties performed.

Makes frequent errors.	Careless, makes recurrent errors.	Usually accurate makes only average number of mistakes.	Requires little supervision, is exact and precise of the time.	Requires absolute minimum of supervision, is almost always accurate.
------------------------	-----------------------------------	---	--	--

APTITUDE Is the ability to grasp instructions, to meet changing conditions and to solve novel or problem situations.

Slow to "catch on".	Requires more than average instructions and	Grasps instructions with average ability.	Usually quick to understand and learn.	Exceptionally keen and quick-learning.
---------------------	---	---	--	--

CREATIVITY is talent for having new ideas, for finding new and better ways of doing things and for being imaginative.

Rarely has a new idea; is unimaginative.	Occasionally comes up with a new idea.	Has average imagination; has reasonable number of new ideas.	Frequently suggests new ways of doing things; is very imaginative.	Continually seeks new and better ways of doing things; is extremely imaginative.
--	--	--	--	--

FRIENDLINESS is the sociability and warmth which an individual imparts in his/her attitude toward customers, other employees. His/her supervisor and the person he/she may supervises.

Very distant and aloof.	Approachable; friendly, once known by others.	Warm; friendly; sociable.	Very sociable and out-going.	Extremely sociable; excellent at establishing good will.
-------------------------	---	---------------------------	------------------------------	--

PERSONALITY is an individual's personality traits as they relate to his/her personal suitability for the job.

Personality unsatisfactory on this job.	Personality questionable for this job.	Personality satisfactory for this job.	Very desirable personality for this job.	Outstanding personality for this job.
---	--	--	--	---------------------------------------

ATTENDANCE is faithfulness in coming to work daily and conforming to work hours.

Often absent without good excuse and/or.	Lax in attendance and/or reporting for work.	Usually present and on time.	Very prompt; regular in attendance.	Always regular and prompt; volunteers for overtime when needed.
--	--	------------------------------	-------------------------------------	---

HOUSEKEEPING is the orderliness and cleanliness in which an individual keeps his/her work area.

Disorderly or untidy.	Some tendency to be careless and untidy.	Ordinarily keeps work area fairly neat.	Quite conscientious about neatness and cleanliness.	Unusually neat, clean and orderly.
-----------------------	--	---	---	------------------------------------

DEPENDABILITY is the ability to do required jobs well with a minimum of supervision.

Requires close supervision; is unreliable.	Sometimes requires prompting.	Usually takes care of necessary tasks and completes with reasonable promptness.	Requires little supervision; is reliable.	Requires absolute minimum of supervision.
--	-------------------------------	---	---	---

DRIVE is the desire to attain goals, to achieve.

Has poorly defined goals and acts without purpose; puts forth	Sets goals too low; puts forth little effort to achieve.	Has average goals and usually puts forth effort to reach these.	Strives hard; has high desire to achieve.	Sets high goals and strives incessantly to reach these.
---	--	---	---	---

JOB KNOWLEDGE is the information concerning work duties which an individual should know for a satisfactory job performance.

Poorly informed about work duties.	Lacks knowledge of some phases of work.	Moderately informed; can answer most common questions.	Understands all phases of work.	Has complete mastery of all phases of job.
------------------------------------	---	--	---------------------------------	--

QUANTITY OF WORK is the amount of work an individual does in a work day.

Does not meet minimum requirements.	Does just enough to get by.	Volume of work is satisfactory.	Very industrious; does more than is required.	Superior work production record.
-------------------------------------	-----------------------------	---------------------------------	---	----------------------------------

PERFORMANCE UNDER PRESSURE is the ability to withstand pressure and remain calm in crisis situations.

Cannot handle pressure; utterly incapable of performing job	Occasionally "blows up" under pressure; is easily irritated.	Has average tolerance for crisis; usually remains calm.	Tolerates most pressure; very good tolerance for crises.	Thrives under pressure restly enjoys solving crises.
---	--	---	--	--

COURTESY is the polite attention an individual gives other people.

Blunt; discourteous; antagonistic.	Sometimes tactless.	Agreeable and pleasant.	Always very polite and willing to help.	Inspiring to others in being courteous and very pleasant.
------------------------------------	---------------------	-------------------------	---	---

OVERALL EVALUATION in comparison with other employees with the same length of service on this job.

Definitely unsatisfactory.	Substandard but making progress.	Doing an average job.	Definitely, above average.	Outstanding.
----------------------------	----------------------------------	-----------------------	----------------------------	--------------

COMMENTS

Major weak points are --

1. _____
2. _____
3. _____

and these can be strengthened by doing the following:

Major strong points are --

1. _____
2. _____
3. _____

and these can be used more effectively by doing the following:

Rated by _____
(Name)

(Title)

(If not used as a self-evaluation form, the employee should sign below)

A copy of this Report has been given to me and has been discussed with me.

(Employee's Signature)

(Date)

Attachments

VII.

B. Board Roles and Responsibilities

The board of directors of Houston Alternative Preparatory Charter School is the policy making body for the school with the responsibility to make policy and procedures for the school, hire the administrator of the school. The board of Directors will be responsible for conducting regular public meetings and make policy, approve the budget, approve policy manuals and act as a sounding board in receiving input from the teachers, parents, students and citizens of the community.

The board will actively work to secure advanced opportunities from the students, by investigating program for junior college programs and vocational studies.

Board Role in administrator and teacher relationships- The board will actively seek input from the teachers and administrators on the policies and procedures of the programs. They will review the benefits and compensation for faculty and staff to insure a positive workplace. Assist the administrator with teacher development.

VII. E

The Parental Role in decision-making

The parents have the responsibility to make every effort to provide for the physical needs of the child and the to each the child to pay attention and obey rules. Through out this plan, "parents" includes; single parent, legal guardians or persons having lawful control of students. They will be encouraged to participate in the school monitoring process and development of academic program through parents advisory meetings and frequent parent conferences.

VII F

The Student role in decision-making -All students will be encouraged to discuss the programs and their environment in the classroom. They will be encouraged to participate in planning and deciding on extracurricular activities, such as music, art and dance. Teachers will be encouraged to seek students input in every activities and will be expected to incorporate their ideas in reports given at thee parent advisory meeting.

Goals for the Students-

Achieve academic excellence. To incorporate the programs which will offer the students opportunities beyond secondary school. To develop the students to the point of being capable of taking advantage of the programs offered at San Jacinto Junior College, College of the Mainland, Houston

Community College and TRC programs. Additional goals will be incorporated to encourage the students to seek additional skills in programs like the Goodwill. This will be offered to the students and parents in Career Week activities

The student will also need basic goals:

- Attending all classes daily and on time.
- Be prepared for each class with appropriate materials and assignments
- Be well groomed and dress appropriately.
- Demonstrate courtesy and respect for others
- Obey all campus and classroom rules.

Non-Academic goals

Students learn best when they learn to work together. Goals will be set before the students on team work and instruments to measure results.

The Board, faculty, students and parents will be encouraged to participate in an Annual Visual and Performing Arts Extravaganza to showcase the students' activity to the public. The arts and music therapy classes will be offered to the students and will be an integral part of the therapy offered in the school. The participation in this type of socialization will be measured to determine the success of these programs.

Additional information of the Curriculum

Houston Alternative Preparatory Charter School will incorporate the scope and sequence as outlined by TEA required courses. The charter curriculum will stress **TEKS** for core courses: English, language arts, mathematics, science, social studies. The enrichment curriculum includes; foreign languages, health, physical education, fine arts, economics (with an emphasis on the free enterprise system career and technology education, technology applications.

The curriculum will include active student learning: Core knowledge curriculum and is based on skill modules that encompass the **TEKS** Computers are used as integrated instructional Tools. Social skills development groups on the high level help students focus on their personal goals for success

Community service learning; The elementary and middle school student will venture out into the community to develop an awareness of community needs and resources.

XII. EDUCATIONAL PLAN

82200

A. B.

(1) - (3)

Pre-Kindergarten Ages 3, 4

Goal I: To promote learning in ie..reading, math, science, and social studies using creative, integrative exploring processes..

Objective To increase socio-emotional, cognitive

Goal II: To experience a sense of self-esteem.

Objective To learn concrete concepts, numbers, colors,

Goal III: To demonstrate cooperation and pro-social behavior.

Objective: Fell proud of one heritage and background

Understand and respect difference

Classroom Format:
Structured Openness

Maximum Class Size: 15

Theoretical Context:
Montessori Principles

(Staff)
Teacher (1)
Teacher Aide (1)
Psyche Tech. (1)

CURRICULUM CONTENT

Writing	Reading	Mathematics	Science	Social Studies	Resource Support Options
Literacy	Literacy				
Encourage children to read stories to each other.	Have stuffed animals and puppets available for dramatization of stories.	Add number stamps to play center	Read books about pets, plants, bodies, water, inventions	Read books that reflect diversity of culture and gender	Music and movement Library corner, cooking corner Computers, Outdoors Sand and Water
Incorporate poetry in music and movement experiences.	Use Language in movement that develops Spatial-relationship thinking.	Read book about Math concepts; Size, Number, Comparison, Shapes	Read books that show people making discoveries	Show videotapes reflecting songs and dance of many cultures and languages	Arts Table Toys House Corner Blocks

A. B.

(1) - (3)

Kindergarten Ages 4, 5

Goal I: To acquire learning and problems-solving skills

Objective: To demonstrate an interest in exploring

Goal II: To expand verbal communication skills

Objective: Follow simple directions.

Goal III: To acquire concepts and information leading to a understanding of the immediate world

Objective: Demonstrate awareness of time concepts

Classroom Format:
Structured Openness

Maximum Class Size: 15

(Staff)
Teacher (1)
Teacher Aide (1)
Psyche Tech. (1)

Montessori Context:

00229

CURRICULUM CONTENT					
Writing	Reading	Mathematics	Science	Social Studies	Resource Support Options
Literacy	Literacy				
Introduce uses of print (shopping) list, receipts, letters, writing	Label software boxes. Use drawing programs to make pages for a Book.	Have children categorize computer programs. Games, drawing, etc.	Use a tape recorder to record childrens voices, playback for identification.	Talk and demonstrate instruments from different cultures	Music and Movement Library Corner Cooking Corner Computers Outdoors Sand and Water Art Table Toys House Corner Blocks
Have children dictate stories to go with art work.	Have children observe street signs, and address numbers in their neighborhood.	Use measuring cup and spoons	Encourage children to taste, smell, touch, listen, observe at each step of process.	Invite Visitor who uses computers in Social Studies Area	

A. B.

(1) - (3)

First (1st.) Grade; Ages 6

Classroom Format:
Structured Openness

(Staff)
Teacher (1)
Teacher Aide (1)
Psyche Tech. (1)

Goal I: Sequence and categorize information

Maximum Class Size: 15

Montessori Context:

Objective 1 Express orally

Goal II: Identify and express main ideas

Objective 2 Describe visually

CURRICULUM CONTENT					
Reading	Writing	Mathematics	Science	Social Studies	Enrichment
Literacy	Literacy				
*TEKS 60 minute daily listening to, gather information, problem solve.	TEKS 60 minute daily	TEKS 60 minutes daily compare and order whole numbers up to 99	TEKS 60 minutes daily demonstrate safe practices during classroom and field investigation	TEKS 60 minutes daily Identify contributions of people. describe origins of holidays	Fine Arts
Present dramatic interpretations of experiences, stories, poems, and plays.		Create sets of tens ones using concrete objects	Learn how to use and conserve resources	Distinguish among past present future	Physical Education

XII. EDUCATIONAL PLAN

A. B.

(1) - (3)

Second (2nd.) Grade; Ages 7

Classroom Format:
Structured Openness

(Staff)
Teacher (1)
Teacher Aide (1)
Psyche Tech. (1)

Goal I: Introduce problem solving methods

Maximum Class Size: 15

Objective 1 Identify Methods

Montessori Context:

Goal II: To begin to understand patterns

Objective 2 Identify variety of patterns

00231
185

CURRICULUM CONTENT					
Reading	Writing	Mathematics	Science	Social Studies	Resource Support Option
Literacy	Literacy				Daily Enrichment Fine Arts Physical Education
*TEKS 60 minute daily Choose and adapt spoken language according to the audience, purpose and occasion	TEKS 60 minute daily	TEKS 60 minutes daily Use number models to represent, compare and order whole	TEKS 60 minutes daily Conduct classroom and field investigation using safe practices	TEKS 60 minutes daily Describe and measure Calendar Time	
Ask and answer relevant questions		Read numbers less than 1,000 add and subtract with two-digit numbers	Ask questions about organisms, objects, and events	Create and Interpret timeline Name several sources of information about a given event	

KII. EDUCATIONAL PLAN

A. B.

(1) - (3)

Motessori Context

Third (3rd.) Grade; Ages 8

Classroom Format:
Structured Openness

(Staff)
Teacher (1)
Teacher Aide (1)
Psyche Tech. (1)

Maximum Class Size: 15

Goal I: To understand report methods

Objective 1 Compile notes into outlines, summaries reports

Goal II: To understand resources and references

Objective 2 Develop accuracy, appropriateness in style

CURRICULUM CONTENT

Reading	Writing	Mathematics	Science	Social Studies	Resource Support
Literacy	Literacy				Daily Enrichment Fine Arts Physical Education
TEKS 60 minute daily Listen to solve problems, gather information or appreciate stories		TEKS 60 minutes daily Use place value to read, write, and describe numbers	TEKS 60 minutes daily formulate testable hypotheses and construct reasonable explanations evidence	TEKS 60 minutes daily Compare ways people in communities meet their needs, in the past and present	
Gain control of grammar, as subject- verb agreement, complete sentences, correct tense usage.		Compare and order whole numbers less than 10,000	Construct simple graphs, tables, maps models, charts to organize information	Create and Interpret timeline and describe historical times in terms of years, decades, and centuries.	

00233

XII. EDUCATIONAL PLAN

A. B.

(1) - (3)

Montessori Context

Classroom Format:
Structured Openness

(Staff)
Teacher (1)
Teacher Aide (1)
Psyche Tech. (1)

Maximum Class Size: 15

Fourth (4th.) Grade: Ages 9

Goal I: To understand analyze and critique

Objective 1 Apply critical thinking methods

Goal II: To understand fact, formal, and informal sources

Objective 2 Identify fact, formal, informal sources

CURRICULUM CONTENT

Reading	Writing	Mathematics	Science	Social Studies	Resource Support Option
Literacy	Literacy				
*TEKS 60 minute daily Offer observations make connections react, speculate interpret and ratify questions after reading		TEKS 60 minutes daily Read, write, compare and order whole numbers through millions	TEKS 60 minutes daily Identify and observe effects of events that require time for change to become noticeable	TEKS 60 minutes daily Describe important issues, events, and individuals of the 20th. Century in Texas. Identify how Texas, The United States, and The World economically independent.	Daily Enrichment Fine Arts Physical Education
Analyze and critique media		Use addition and and Subtraction to solve problems	Test properties of soils, effects of oceans on land, and the sun as our major source of energy		

A. B.

(1) - (3)

Motessori Context

Fifth (5th.) Grade; Ages 10

Classroom Format:
Structured Openness

(Staff)
Teacher (1)
Teacher Aide (1)
Psyche Tech. (1)

Maximum Class Size: 15

Goal I: Apply critical thinking

Objective 1 Develop analytical skills

Goal II: Effective Communication

Objective 2 To Problem-Solve

CURRICULUM CONTENT

Reading	Writing	Mathematics	Science	Social Studies	Resource Support Options
60 minutes daily		60 Minutes daily	60 Minutes daily	60 Minutes daily	Daily Enrichment Fine Arts Physical Education
TEKS Analyze a speaker's message for content persuasive technique and tone		TEKS Read, write, compare and order whole numbers through billions	TEKS Represent the natural world using models	TEKS Explain causes and effects of European Colonization	
Distinguish between a speaker's opinion and verifiable fact		Add, Subtract multiply, and divide whole numbers	Connect concepts with history of Science, and contributions of Scientists	Explain basic economic patterns of early societies in the United States	
				Identify leaders of the National Government	

XII. EDUCATIONAL PLAN

A. B.
(1) - (3)

00235
189

Learner-Teacher Centered

Sixth (5th.) Grade; Ages 11

Structured, Simi Open:

(Staff)
Teacher (1)
Teacher Aide (1)
Psyche Tech. (1)

Goal I: Communication of information about objects, situations, and experiences

Maximum Class Size: 15

Objective 1 Quantifying attributes

Goal II: Use of representations, reasoning concepts

Objective 2 Draw conclusions
Evaluate arguments
Make recommendations

CURRICULUM CONTENT					
Reading	Writing	Mathematics	Science	Social Studies	Resource Support Option
60 minutes daily		60 Minutes daily	60 Minutes daily.	60 Minutes daily	Daily Enrichments Fine Arts Physical Education
*TEKS Take notes during oral presentations organize and summarize compositions		TEKS Using ratios to describe propositional relationships billions	TEKS To model and analyze situations	TEKS Study people and places, of the contemporary World	
Read in classic and contemporary selections		involving number geometry, measurement probability, adding and subtracting decimals and fractions	To problem Solve	Use of a variety of primary and secondary source materials	
			Classify substances by their chemical properties	Identify leaders of the National Government	

ACCOUNTABILITY

Students Performance and TAAS Achievement Goals

All students entering the school for the first time, at grades 4-12 will be given a norm reference math test and a criterion reference reading test, to determine placement in math and reading classes, and to serve as a benchmark for academic improvement.

An annual TAAS reference test will be administered to the 3-8 grades and 10th grades, as well as a Biology I and Algebra I end of the year exam for appropriate high school students.

Assessing and evaluating are on-going processes and are also accomplished by using the following assessments:

- A. **Portfolios** of completed and mastered work. Examples include papers, book reports, journals, study sheets, class notes and daily classwork exercises.
- B. **Student-Teacher-Parent Conferences**
- C. **Instructional Assessment** - both written and oral.
- D. **Teacher Observation and Judgment**
- E. **Summary evaluation** will be a norm referenced test for second grade, the TAAS for third through eighth grade, and tenth grade.
- F. **Year-end exams** for high school Algebra I and Biology I

On a regular basis, students will be evaluated on their mastery of essential elements/TEKS in each course, along with their mastery of acceptable standards of related study skills and meaningful participation in related community or group projects. **Daily course work mastery must be a minimum grade of 75% (5% above the state's minimum passing grade).**

Mastery-based instruction will require students to complete and master each component before a report card is given. Hence, students who have not mastered required elements will be given an "Incomplete" and will be expected to reach mastery level by remaining in school for an additional time period to attend a supervised tutorial class or computer laboratory.

Appendix II

Application for

Approval of an

**Open-Enrollment Charter School
Sixth Generation**

Review Worksheets for Generation 6 Applications

Staff person completing review MARY PERRY
HOUSTON ALTERNATIVE
Charter school PREPARATORY CHARTER Fax number (281) 488-1403
SCHOOL
Date FAXED 9/1/00 To Whom DR. LUCILLE ABNEY

The following items need to be added and/or revised before your Generation 6 application can be sent for external review.

- * start date on cover * all grade levels on cover
- * complete job histories and 3 references
for the three board members
- * policies regarding expulsion
- * preliminary start-up budget
- * supporting letters of credit and documentation verifying
private sources of funds
- * copy of business procedures
- * description of financial accounting and payroll
accounting system to be used
- * description of facility
- * explanation of ways that the site is suitable
- * description of special use areas
- * future steps toward acquisition of facility/land
- * documentation that impact statements have
been sent to Houston ISD, North Forest ISD,
Aldine ISD, and Alico ISD

PLEASE FAX ALL REVISION TO 512-463-9732 NO LATER THAN SEPTEMBER 11th, 2000.

 *** TX REPORT ***

TRANSMISSION OK

TX/RX NO 3388
 CONNECTION TEL 92814881403
 SUBADDRESS
 CONNECTION ID
 ST. TIME 09/01 08:40
 USAGE T 00'33
 PGS. 1
 RESULT OK

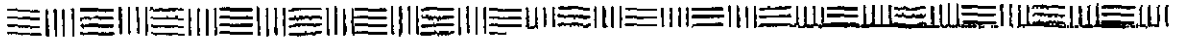
Review Worksheets for Generation 6 Applications

Staff person completing review MARY PERRY
HOUSTON ALTERNATIVE
 Charter school PREPARATORY CHARTER Fax number (281)488-1403
SCHOOL
 Date FAXED 9/1/00 To Whom DR. LUCILLE ASNEY

The following items need to be added and/or revised before your Generation 6 application can be sent for external review.

- * start date on cover * all grade levels on cover
- * complete job histories and 3 references
for the three board members
- * policies regarding expulsion
- * preliminary start-up budget
- * supporting letters of credit and documentation verifying
private sources of funds
- * copy of business procedures
- * description of financial accounting and payroll
accounting systems to be used
- * description of facility
- * explanation of ways that the site is suitable
- * description of special use areas

00239



17041 EL CAMINO REAL STE 110
HOUSTON, TEXAS 77058

(281) 488-1646
24 Hours
Fax (281) 488-1403

Dr. Lucille A. Abney, P.C.
Ph.D. LMSW-AOP LMFT
Board Certified Medical Psychotherapist
Diplomate American Board of Medical Psychotherapist

17041 El Camino Real
Suite #110
Houston, TX 77058

2646 South Loop West
Suite 520
Houston, TX 77054

Fax Transmittal Cover Sheet

Date: 9-11-2000

To: Mary Pineda @ TEA Charter School *District*

Fax#: (512) 463-9732 **Contact#** (512) 463-9734 *Charter School District*

From: Dr. Lucille Abney / **Dr. Lucille A. Abney P.C.**

Contact # (281) 488-1645

Fax# (281) 488-1403

Number of pages 25

COMMENTS

Re: Generation 6 - Application Revisions

00240

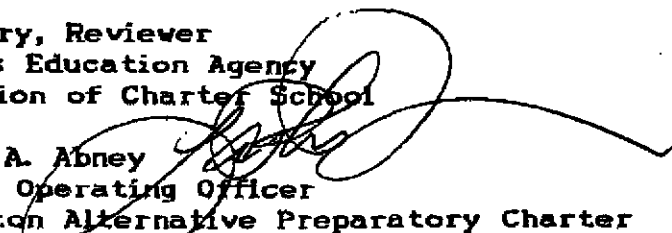
Houston Alternative Preparatory Charter School

16018 Brookforest Drive
Houston, Texas 77059

MEMO

Date: September 11, 2000

To: Mary Perry, Reviewer
Texas Education Agency
Division of Charter School

From: Dr. Lucille A. Abney 
Chief Operating Officer
Houston Alternative Preparatory Charter School
16018 Brook Forest Drive
Houston, Texas 77059

Please find faxed responses documented as requested per your "Review Worksheet" received Tuesday 09 05-2000. These requested responses are also being forwarded to you via overnight Federal Express mail to ensure receipt.

00241

Review Worksheets for Generation 6 ApplicationsStaff person completing review MARY PERRYCharter school Houston ALTERNATIVE PREPARATORY CHARTER SCHOOL Fax number (281)488-1423Date FAXED _____ To Whom DR. LUCILLE ABNEY

The following items need to be added and/or revised before your Generation 6 application can be sent for external review.

- * start date on cover * all grade levels on cover
- * complete job histories and 3 references for the three board members
- * policies regarding expulsion
- * preliminary start-up budget
- * supporting letters of credit and documentation verifying private sources of funds
- * copy of business procedures
- * description of financial accounting and payroll accounting system to be used
- * description of facility
- * explanation of ways that the site is sustainable
- * description of special use areas
- * future steps toward acquisition of facility/land
- * documentation that impact statements have been sent to: Houston ISD, North Forest ISD, Aldine ISD, and Alief ISD

PLEASE FAX ALL REVISION TO 512-463-9732 NO LATER THAN SEPTEMBER 11th, 2000.

00242

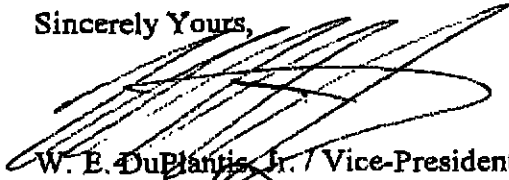
September 7, 2000

State Board of Education
Texas Education Agency
Division of Charter Schools
1701 North Congress Avenue
Austin, Texas 78701

To Review Board and all others concerned:

Citizens Bank and Trust Company will serve as the depository for Houston Alternative Preparatory Charter School, if approved and funded by Texas Education Agency. The Chief Executive Officer, Chief Operating Officer and Board Members of Houston Alternative Preparatory Charter School have resolved to establish necessary financial accounts with Citizens Bank and Trust Company. Upon approval, Citizens Bank will consider a line of credit for the start up operations.

Sincerely Yours,



W. E. DuPlantis, Jr. / Vice-President
Citizens Bank and Trust Company



James H. Abney, Jr. / CEO
Houston Alternative Preparatory Charter School

00243

CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7099 3400 0015 3484 4764

7099 3400 0015 3484 4764

Postage	\$ 55
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.20

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Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.20



Recipient's Name (Please Print Clearly) (to be completed by mailer)
 Mr. Rod Page, Superintendent
 Street Apt. No. or PO Box No.
 3800 Richmond
 City, State, ZIP+4
 Houston, TX 77027
 PS Form 3800, February 2000 See Reverse for Instructions

Recipient's Name (Please Print Clearly) (to be completed by mailer)
 Mr. M. E. Donaldson, Superintendent
 Street Apt. No. or PO Box No.
 14910 Aldine Westfield
 City, State, ZIP+4
 Houston, TX 77032
 PS Form 3800, February 2000 See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

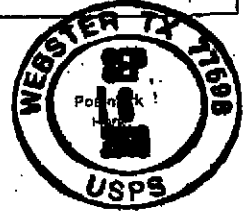
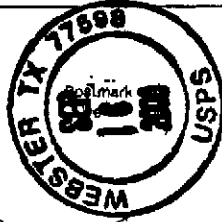
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CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7099 3400 0015 3484 4764

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Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.20



Recipient's Name (Please Print Clearly) (to be completed by mailer)
 Mr. Maria Scott, Superintendent
 Street Apt. No. or PO Box No.
 P.O. Box 73278
 City, State, ZIP+4
 Houston, TX 77248-3278
 PS Form 3800, February 2000 See Reverse for Instructions

Recipient's Name (Please Print Clearly) (to be completed by mailer)
 Mr. James Smith, Superintendent
 Street Apt. No. or PO Box No.
 P.O. Box 68
 City, State, ZIP+4
 Abilene, TX 79411
 PS Form 3800, February 2000 See Reverse for Instructions

Statement of Input Letters Mailed 9/6/2000

Houston Alternative Preparatory Charter School

16018 Brookforest Drive
Houston, Texas 77059

Board Member References

Beverly A. Benson
(References)

John W. Bland; Transportation Workers of America
2000 North Loop West
Houston, Texas

Ida Lamptey 8410 West Bartell Dr. #1305
Houston, Texas 77054

Vivian Willis Texas AFL-CIO
1106 Lavaca Suite 200
Austin, Texas 78701

James H. Abney, Jr.
(References)

Tracey M. Hooks 506 Oak Harbor Dr
Houston, Texas 77062

Jim and Linda Rose 13318 Inland Court
Houston, Texas 77062

Willie Johnson Jay Marks Chev/Mazda
P.O. Box 306- Hwy 146
La Porte, Texas 77571

Elnora Downey Woods
(References)

Louise DeCuire 2919 Ebbtide
Houston, Texas 77058

Shawn Boyd 8801 Century Blvd #2004
Texas City, Texas 77591

Delares Bell 3001 29th Street
Dickinson, Texas 77539

00245

TEXAS EDUCATION AGENCY

Application for an Open-Enrollment Charter School - Sixth Generation Coversheet

Type: Open Enrollment
(check one) "75% Rule" X Date of Submission: August 18, 2000
RFA#701-00-008

Name of Proposed School: Houston Alternative Preparatory Charter School

Maximum Grade Levels to be served: 1-5 in 2001-2002; 1-8 in 2002-2003;
1-12 in 2003-2004

Estimated 1st Year Enrollment: 105 Max Enrollment: 210

Name of Sponsoring Entity: Houston Alternative Preparatory Charter School

Check one: X 501(c)(3) nonprofit organization SBOE District: _____
_____ Governmental Entity
_____ College or University Starting Date: 8/2001

Chairperson of Board of Sponsoring Entity: James H. Abney, Jr.

Chief Executive Officer of Sponsoring Entity: James H. Abney, Jr.

Chief Executive Officer of School: Dr. Lucille A. Abney

Applicant Mailing Address: 17300 El Camino Real, Suite 107A
Houston, Texas 77058

School Site Address: 6630 Harwin, Houston, Texas
(If different from above)

Contact Phone # (281) 488-1645 Fax# (281) 488-1403

Contact Email Address: None

I certify that I have the authority as the Chief Executive Officer of the sponsoring entity designated above to make application for an open-enrollment charter school. I further certify all information contained in this application is complete and accurate, realizing that any misrepresentation could result in disqualification from the charter application process or revocation after award. I authorize the Texas Education Agency to investigate the references listed in this application.

Signature of Chief Executive Officer of Sponsoring Entity/date 9/8/00

Signature of Application Preparer
Lucille A. Abney, PhD

Signature of Consultant
Bill Lawton, L & L Enterprises
Was this person paid Yes X No _____

Signature of Chairperson of the Governing Board of the Sponsoring Entity/date 9/8/00

Resume

James H. Abney, Jr.

Permanent Address [REDACTED] 16018 Brook Forest Dr.
Houston, Texas 77059
Home Phone (281) 488-3534

EDUCATION

W. E. Parker High School
Edgefield, South Carolina 29832
Diploma: 1969

Talladega College, Talladega Alabama
Major: Economics
Minor: Mathematics
Degree: Bachelor of Arts, Economics 1973

EMPLOYMENT

1974 : Sears, Baytown, Texas 77521
Management Trainee
Salesman : Household Appliances

1975 : United States Steel, Texas Works
Baytown, Texas 77521
Accounts Payable Manager

1976 : Richard Hutchins, Buick
Baytown, Texas
New Car Salesman

Abney, J.H. Jr.
Resume

- 1979 : Bob Marco, Buick, Mazda, Peugeot
Houston, Texas
Assistant New Car Salesmanager
Import, New Car Salesmanager

- 1985 : Jay Marks Mazda, Houston, Texas
Peugeot
General Salesmanager

- 1991 - Current : Dr. Lucille A. Abney, P. C.,
Abney and Associates
Houston, Texas 77058
Business Manager
Chief Executive Officer

RECOGNITIONS AND AWARDS

The Professional Salesmaster Award
Buick Motor Division 1977

Peugeot Professional Sales Guild
Award Membership
Professional Sales
Guild Level I 1982

Bob Marco Mazda
Mazada Distributors Gulf
Top Volume Dealer of the
Month, October 1983

00248

Abney, J. H. Jr.
Resume

Mazda, Southwest Region
Commitment to Total Satisfaction
Awarded Salesmanager of the Year to
James Abney
Sales Management Guild 1983

Peugeot Professional Sales Guild
Professional Sales
Promoted to Level II 1983

Outstanding Performance of the
Mazda Sales Guild
Diamond Chapter 1983 and 1984

Peugeot Professional Sales Guild
Professional Sales
Promoted to Level III 1984

Outstanding Performance as member of Mazda
Sales Management Guild
Gold Chapter 1987

Outstanding Performance as member of Mazda
Sales Guild
Gold Chapter 1988

SERVICE TO OTHERS

1990 - 1997


Faith United Methodist Church
Dickinson, Texas
Church Treasurer
Finance Committee Member
Board of Trustees Member

00249

RESUME

Elnora Downey Woods

2811 26th. Street
Dickinson, Texas 77539
(281)-534-3760



EDUCATION

Paul Lawrence Dunbar High School
Dickinson, Texas 77539
1964, Diploma

Franklin Beauty School
Houston, Texas 77004
License Cosmetologist
1964, Graduate

EMPLOYMENT

Elnora's Cut and Curl
Self-Employed
Dickinson, Texas 77539
1967 thru Current

Dickinson High School
Dickinson, Texas 77539
Cosmetology Program
Instructor
Cooperative Education
1988, 1989

00250

WOODS, E. D.
Page 2
Resume

SERVICE VOLUNTEERS

Brenda Olgby Day Care
Texas City, Texas 77590
Position: Fund Raiser
Equipment and Supplies for Needy Children

Going Abroad Olympics for the Deaf
Dickinson, Texas 77539
Sponsor: Fund Raiser
1980, 1981

Clean-Up Campaign for
Clean-Up Dickinson, Texas 77539
Sponsor and Founder
1990, 1991

Faith United Methodist Church
Dickinson, Texas 77539
Homecoming Chairperson and Co-Chairperson
Fund Raiser, Sponsor of Children
Programs and Vacation Bible School
1983, 1984, 1985

Dickinson High School
Dickinson, Texas 77539
Disciplinary Committee
Chairperson
1990, 1991

00251

RESUME

BEVERLY ANN BENSON

10822 Kirkwell
Houston, Texas 77089
(713) 926-8897

EDUCATION

State High School, Terre Haute, Indiana
Diploma: 1961

Indiana University, Bloomington, Indiana
Liberal Arts Studies
1961-1963

Texas Southern University, Houston, Texas 77004
Psychology, Bachelor of Arts
1968

EMPLOYMENT

1976 - Current AFL-CIO, Community Services,
2506 Sutherland, Houston, Texas
77023 Director

1969 - 1976 Southwestern Bell, Houston, Texas 77023
Positions: Toll Operator, First Line
Supervisor, Network Clerk

1969 - 1976 Communication Workers of America Union
CWA Local 6222, Position: Vice
President, District Union Stewart

1964 - 1968 Texas Institute for Research and
Rehabilitation, (TIRR) Texas Medical
Center Housotn, Texas 77004

00252

Ward Clerk, Data Entry Clerk,
Pharmaceutical Technician.

BENSON B.A.
Page 2
Resume

RECOGNITIONS AND AWARDS

Woman of the Year
CLUW OF AFL-CIO
Houston, Texas

A. Phillip Randolph Institute
Houston, Texas 77001
Appreciation Award
Board Member, Houston Chapter
Board Member, State of Texas
Chair of Fund Raising
Texas AFL-CIO
Recognition Award

Governor Dolph Briscoe
Appointed "Yellow Rose of Texas
Induced and Inscribed in
State Book 1978

Veterans of Foreign Wars
Certificate of Appreciation
1999

SERVICE TO OTHERS

Houston Foundation of Sickle Cell
Houston, Texas
Board Member 1976-1984

Visiting Nurses Association, Inc.
Executive Board Member
General Board Member
1980-1987

Houston Employment Area Retraining, Inc.
Houston, Texas
Executive Board Member 1976 - 1980

00253

BENSON, B.A.
Page 3
Resume

Precinct Judge Harris County, Texas
Precinct 654 and 408
of Harris County, Texas
1984 - 1998

Faith United Methodist
Dickinson, Texas
Treasurer 1984 thru 1992
Member, Board of Trustee

Sickle Cell Ann Norris
Scholarship Award
Chairperson

Better Business Bureau
Of Greater, Houston
Mediator
1985 - 1990

00254

Policies Regarding Expulsion

Notice of Admission, Review and Dismissal (ARD) committee meetings: given within 5 days of meeting notice of referral to special education statement form.

Least Restrictive Environment (LRE) Placement Houston Alternative Preparatory Charter School propose a teaching and school atmosphere that meets the least restricted environment rule. Houston Alternative Preparatory Charter School will use Time Out, One on One with Technician, Quiet Room, and Homebound as only Removal Restrictive options.

Services to expelled students: A student maybe, homebound or hospitalized (staff recommendation, parent option) but not be otherwise removed, expelled, suspended, or put out of school for unacceptable behavior. Certified personnel for the provision of service to children with special needs: Diagnostician, Psychologist, Special Education Teacher, Registered Nurse, Licensed Health and Medical Professionals.

00255

Pelminiary Start Up Budget

Houston Alternative Preparatory Charter School

Statement of Revenues and Expenses

12 months 9/01/2000 - 7/30/2001

<u>Revenues Line 1</u>	<u>2001</u>
State - Texas Education Agency	\$ 0
Other - Grants - Foundations	10,000.00
Other - Grants - Corporations	5,000.00
Other - Gifts	10,000.00
Total Revenue	\$ 25,000.00

<u>Expense Description</u>	<u>2001</u>
Supplies & Materials	\$ 1,500.00
Printing	2,500.00
Food Service	0
Insurances	0
Professional & Contracted services	4,300.00
Other - medical insurance	0
Other - retirement funding	0
Telephone	1,200.00
Postage, shipping delivery	700.00
Payroll taxes - employer	0
Payroll - Secretary (part-time)	10,000.00
Rent - Office Space (400 X 12)	4,800.00
Total Expense	\$ 25,000.00

00256

Fundraising Campaign Annual Developmental Plan

Prepared for Houston Alternative Preparatory Charter School

Overall Goals:

Houston Alternative Preparatory Charter School 2000-2001 fund-raising campaign aims to raise \$150,000 for the administration and operations of the charter school's programs.

Following annual developmental plan will garnish the funds by a campaign seeking gifts and pledges from corporations, foundations, individuals and special events:

Special Goals:

1. To request financial support for operational funds for direct service programs from four major drives:
 - a) Corporations
 - b) Foundations
 - c) Individuals
 - d) Special Events
2. To increase public awareness of the agency in Houston/Harris County.
3. To create opportunities for the general community to provide financial support to Houston Alternative Preparatory Charter School's mission and programs.

Objectives:

1. A total of 25 major gifts, 27 foundation grants and 550 individual gifts should be received to accomplish the school's overall goal.
2. A series of special events, dinner awards' banquet, jock events and telethons, etc., should be programmed during the course of the annual campaign.
3. During the special events, the emphasis should be not only on raising monies, but also publicizing the school's mission and increasing public awareness about the school's programs.

Campaign Strategy:

The fund-raising development campaign strategy should focus on three major phases:

- Phase 1 Program planning, Organization, Staffing, Research, Public Relations and Feasibility Study.
- Phase 2 Major prospect and Donor Consultation, Solicitation.
- Phase 3. General Campaign- Corporate, Foundation, Individual Drives and Special Events

Sequence of Program Activities

1. Establish a firm program organization using the most effective leaders available in all areas and incorporating firm deadlines for completion of each phase.
2. Establish staff headquarters.
3. Initiate appropriate office systems and procedures.
4. Develop and assess a comprehensive listing of solicitations prospects encouraging foundations, individuals and corporations.
5. Define, articulate and produce a "statement of the case" for support of the Houston Alternative Preparatory Charter School.
6. Work with leadership to identify, evaluate, approach and successfully solicit key gift prospects.
7. Work with leadership to have regular meetings and follow and approved projected timetable.
8. Provide regular, frequent reports regarding program progress.

Development Committee

The committee is designed to work with the ongoing Board of Directors, and top management staff.

Committee should consist of as many as 10-30 top leaders in the community to include some of the present Board.

A Steering Committee of no more than 8- 10 members should be formed from the members of the Development Committee.

The Chairman of the Committee should be a person who can make or be instrumental in enlisting a key gift. A person who occupies a position of influence and respect in the community, and one who can enlist other leaders to join in the campaign.

Responsibilities of Development Committee:

- To help provide or enlist leadership in various phases of the program.
- To obtain the key gifts.
- To see the project through a successful completion.
- To initiate pattern gift solicitations.

00258

L & L Enterprises

Houston Alternatervative Preparatory Charter School will solicit the Texas Foundations who are among the U.S. Foundation. They are listed in total giving:

1. Houston Endowment, Inc.	\$53,216,561.00	12/31/97
2. The Brown Foundation, Inc.	50,927,327.00	06/30/98
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9. Abell-Hanger Foundation
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11. AMR/American Airlines Foundation
12. Josephine Anderson Charitable Trust
13. The Armstrong Foundation
14. Austin Community Foundation
15. The Beal Foundation
16. Bosque Foundation
17. Ruth McLean Bowman Bowers Foundation
18. The J. S. Bridwell Foundation
19. The George and Anne Butler Foundation

00259

20. H.E. Butt Foundation
21. The Effie and Wofford Cain Foundation
22. Harry S. and Isabel Cameron Foundation
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24. Dresser Foundation, Inc.
25. Enron Foundation
26. The Fondren Foundation
27. Transco Energy Corporation Giving Program

00260

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- Temporary Part-time Employee Record
- Teaching Faculty Professional Staff Profile
- Personal Data Sheet
- Employee Leave Form
- Daily Staff/Faculty Attendance/Travel Sheet
- Time Sheet
- Complaint Form

00261

Description of facility (See attached Diagram)

The proposed facility is located at 6630 Harwin Street, Houston, Texas 77036 in the Cooperate Pines Business Complex. The complex is a spiraling two story business park area. The units are varied in architectural design connected with covered hallways and atrium

Suitability of site.

The site is suitable because it is strategically accessible to mass transportation two blocks off Southwest freeway and build-out cost is included in the lease agreement. The facility meets all city, county, and state codes for ventilating, lighting, health, fire, and water. This facility housed a "public school" for many years.

Special use areas

The facility has a unique ground or "park-like" area in the back, fenced and well landscaped. This ground area is available and offered by the landlord for school playground. There are laboratories, that accommodate current tenants, others will be built to specification within the school designated lease space. The Atrium area provided an area for plants and lighting for indoor activities.

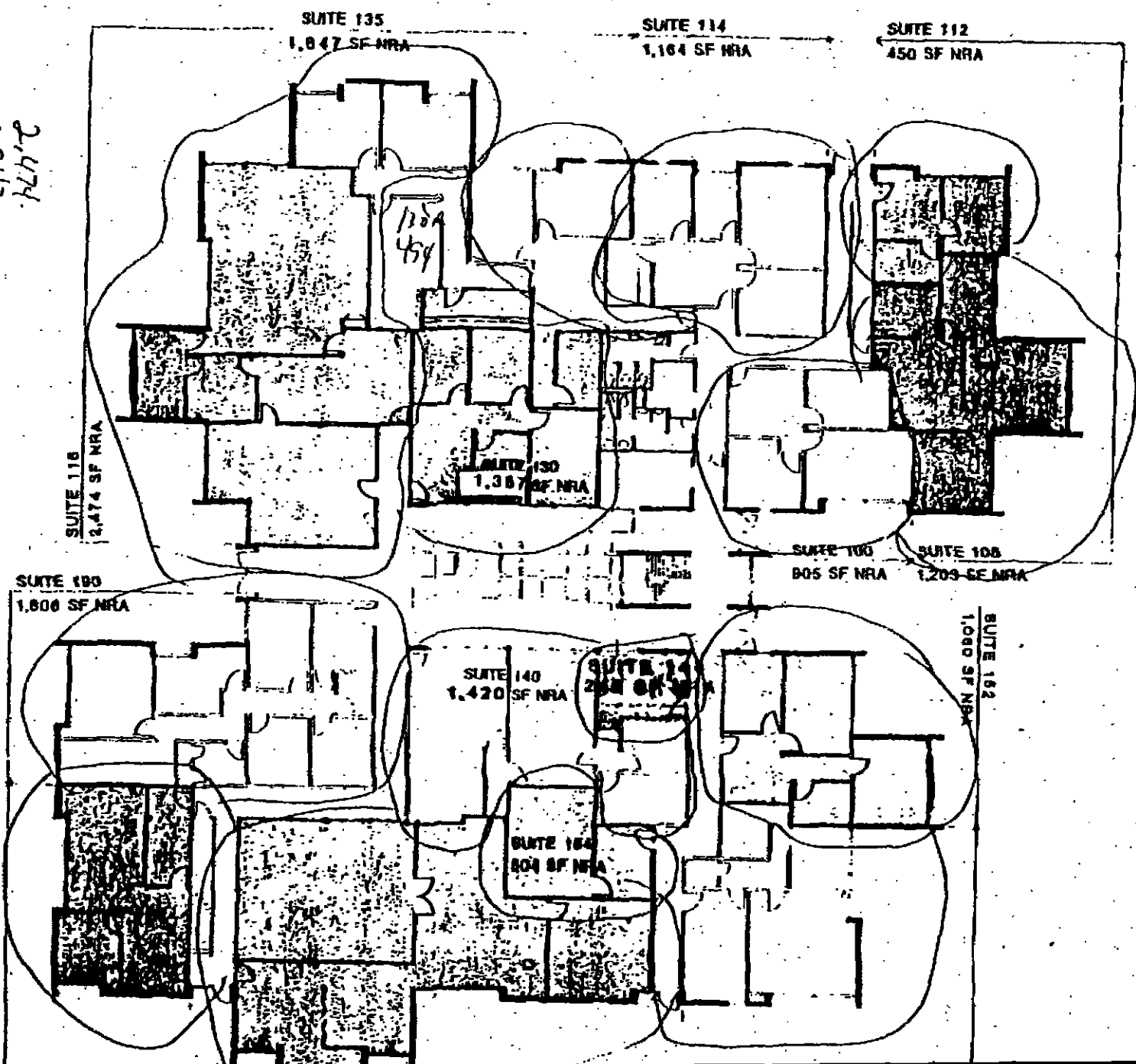
Acquisition of Land

There have been NO progress, partnership developments nor future steps towards acquisition of a facility/land, at this time by the board.

00262

5708.57 ft

00263



00264

158

6600

6620

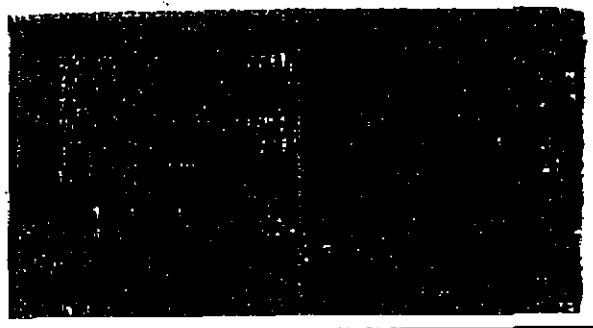
6610

6630

6640

APPROVED
 FOR BUILDING PERMIT ONLY
 CITY OF HOUSTON
 100,000,000
 2000

HOUSTON TEXAS 77002
CORPORATE PINES
 DESIGN AND CONSTRUCTION OF STRUCTURES



**Houston Alternative Preparatory
Charter School**

16018 Brookforest Drive
Houston, Texas 77059

RECEIVED

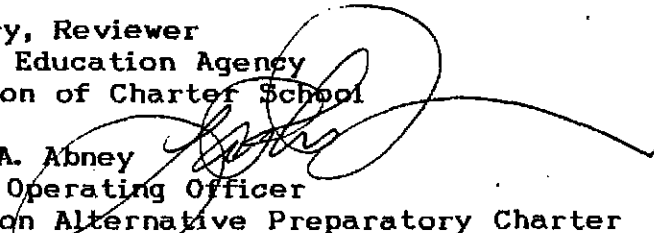
SEP 12 2000

CHARTER SCHOOLS

MEMO

Date: September 11, 2000

To: Mary Perry, Reviewer
Texas Education Agency
Division of Charter School

From: Dr. Lucille A. Abney 
Chief Operating Officer
Houston Alternative Preparatory Charter School
16018 Brook Forest Drive
Houston, Texas 77059

Please find faxed responses documented as requested per your
"Review Worksheet" received Tuesday 09 05-2000. These
requested responses are also being forwarded to you via
overnight Federal Express mail to ensure receipt.

00265

Review Worksheets for Generation 6 Applications

Staff person completing review MARY PERRY
HOUSTON ALTERNATIVE

Charter school PREPARATORY CHARTER Fax number (281) 488-1423
SCHOOL

Date FAXED _____ To Whom DR. LUCILLE ABNEY

The following items need to be added and/or revised before your Generation 6 application can be sent for external review.

- * start date on cover * all grade levels on cover
- * complete job histories and 3 references
for the three board members
- * policies regarding expulsion
- * preliminary start-up budget
- * supporting letters of credit and documentation verifying
private sources of funds
- * copy of business procedures
- * description of financial accounting and payroll
accounting system to be used
- * description of facility
- * explanation of ways that the site is suitable
- * description of special use areas
- * future steps toward acquisition of facility/land
- * documentation that impact statements have
been sent to: Houston ISD, North Forest ISD,
Aldine ISD, and Alief ISD

PLEASE FAX ALL REVISION TO 512-463-9732 NO LATER THAN SEPTEMBER 1st, 2000.

00266

CITIZENS BANK & TRUST COMPANY

FAX TRANSMISSION

PHONE NUMBER (281) 427-5771

FAX NUMBER (281) 420-8228

TO: Dr. L. A. Abney

FAX #: 281-488-1403

FROM: _____

DATE: 9/11/00

NUMBER OF PAGES: 2

MESSAGE: _____

IF THERE IS A TRANSMISSION PROBLEM, PLEASE CALL THE
FAX OPERATOR AT (281) 427-5771, EXT. 7204.

September 7, 2000

State Board of Education
Texas Education Agency
Division of Charter Schools
1701 North Congress Avenue
Austin, Texas 78701

To Review Board and all others concerned:

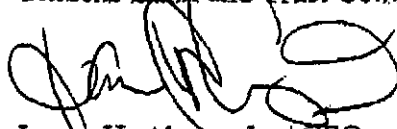
Citizens Bank and Trust Company will serve as the depository for Houston Alternative Preparatory Charter School, if approved and funded by Texas Education Agency. The Chief Executive Officer, Chief Operating Officer and Board Members of Houston Alternative Preparatory Charter School have resolved to establish necessary financial accounts with Citizens Bank and Trust Company. Upon approval, Citizens Bank will consider a line of credit for the start up operations.

Sincerely Yours,



W. E. DuPlantis, Jr. / Vice-President
Citizens Bank and Trust Company

Citizens Bank and Trust
Baytown, Texas



James H. Abney, Jr. / CEO
Houston Alternative Preparatory Charter School

00268

CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

924 4788
494E 5100
004E 6602

Postage	\$ 55
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.20



Recipient's Name (Please Print Clearly) (to be completed by mailer)
 Dr. Rod Sage, Superintendent
 Street, Apt. No., or PO Box No.
 3830 Richmond
 City, State, ZIP+4
 Houston, TX 77027
 PS Form 3800, February 2000 See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

0474 494E
5700 004E
6602

Postage	\$ 55
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.20



Recipient's Name (Please Print Clearly) (to be completed by mailer)
 Dr. Gloria Platt, Superintendent
 Street, Apt. No., or PO Box No.
 P.O. Box 23278
 City, State, ZIP+4
 Houston, TX 77228-3278
 PS Form 3800, February 2000 See Reverse for Instructions

CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7574 494E
5100 004E
6602

Postage	\$ 55
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.20



Recipient's Name (Please Print Clearly) (to be completed by mailer)
 Mr. M. B. Donaldson, Superintendent
 Street, Apt. No., or PO Box No.
 14910 Aldine Westfield
 City, State, ZIP+4
 Houston, TX 77032
 PS Form 3800, February 2000 See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

4974 494E
5100 004E
6602

Postage	\$ 55
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.20



Recipient's Name (Please Print Clearly) (to be completed by mailer)
 Mr. James Smith, Superintendent
 Street, Apt. No., or PO Box No.
 P.O. Box 68
 City, State, ZIP+4
 Alton, TX 77411
 PS Form 3800, February 2000 See Reverse for Instructions

*Statement of Input Letters
 Mailed 9/6/2000*

Houston Alternative Preparatory Charter School

16018 Brookforest Drive
Houston, Texas 77059

Board Member References

Beverly A. Benson

(References)

John W. Bland; *Transportation Workers of America*
2000 North Loop West
Houston, Texas

Ida Lamptey 8410 West Bartell Dr. #1305
Houston, Texas 77054

Vivian Willis Texas AFL-CIO
1106 Lavaca Suite 200
Austin, Texas 78701

James H. Abney, Jr.

(References)

Tracey M. Hooks 506 Oak Harbor Dr
Houston, Texas 77062

Jim and Linda Rose 13318 Inland Court
Houston, Texas 77062

Willie Johnson Jay Marks Chev/Mazda
P.O. Box 306- Hwy 146
La Porte, Texas 77571

Elnora Downey Woods

(References)

Louise DeCuire 2919 Ebbtide
Houston, Texas 77058

Shawn Boyd 8801 Century Blvd #2004
Texas City, Texas 77591

Delores Bell 3001 29th Street
Dickinson, Texas 77539

TEXAS EDUCATION AGENCY

Application for an Open-Enrollment Charter School - Sixth Generation Coversheet

Type: Open Enrollment
(check one) "75% Rule" X Date of Submission: August 18, 2000
RFA#701-00-008

Name of Proposed School: Houston Alternative Preparatory Charter School

Maximum Grade Levels to be served: 1-5 in 2001-2002; 1-8 in 2002-2003;
1-12 in 2003-2004

Estimated 1st Year Enrollment: 105 Max Enrollment: 210

Name of Sponsoring Entity: Houston Alternative Preparatory Charter School

Check one: X 501(c)(3) nonprofit organization SBOE District: _____
_____ Governmental Entity
_____ College or University Starting Date: 8/2001

Chairperson of Board of Sponsoring Entity: James H. Abney, Jr.

Chief Executive Officer of Sponsoring Entity: James H. Abney, Jr.

Chief Executive Officer of School: Dr. Lucille A. Abney

Applicant Mailing Address: 17300 El Camino Real, Suite 107A
Houston, Texas 77058

School Site Address: 6630 Harwin, Houston, Texas
(If different from above)

Contact Phone # (281) 488-1645 Fax# (281) 488-1403

Contact Email Address: None

I certify that I have the authority as the Chief Executive Officer of the sponsoring entity designated above to make application for an open-enrollment charter school. I further certify all information contained in this application is complete and accurate, realizing that any misrepresentation could result in disqualification from the charter application process or revocation after award. I authorize the Texas Education Agency to investigate the references listed in this application.

James H. Abney, Jr. 9/8/00
Signature of Chief Executive Officer of Sponsoring Entity/date

Lucille A. Abney, PhD
Signature of Application Preparer
Lucille A. Abney, PhD

William M. Lawton
Signature of Consultant
Bill Lawton, L & L Enterprises
Was this person paid Yes X No _____

Beverly Benson 9/8/00
Signature of Chairperson of the Governing Board of the Sponsoring Entity/date

RECEIVED
SEP 12 2000
CHARTER SCHOOLS

Resume

James H. Abney, Jr.

[REDACTED]
Permanent Address 16018 Brook Forest Dr.
Houston, Texas 77059
Home Phone (281) 488-3534

EDUCATION

W. E. Parker High School
Edgefield, South Carolina 29832
Diploma: 1969

Talladega College, Talladega Alabama
Major: Economics
Minor: Mathematics
Degree: Bachelor of Arts, Economics 1973

EMPLOYMENT

1974 : Sears, Baytown, Texas 77521
Management Trainee
Salesman : Household Appliances

1975 : United States Steel, Texas Works
Baytown, Texas 77521
Accounts Payable Manager

1976 : Richard Hutchins, Buick
Baytown, Texas
New Car Salesman

00272

Abney, J.H. Jr.
Resume

1979 : Bob Marco, Buick, Mazda, Peugeot
Houston, Texas
Assistant New Car Salesmanager
Import, New Car Salesmanager

1985 : Jay Marks Mazda, Houston, Texas
Peugeot
General Salesmanager

1991 - Current : Dr. Lucille A. Abney, P. C.,
Abney and Associates
Houston, Texas 77058
Business Manager
Chief Executive Officer

RECOGNITIONS AND AWARDS

The Professional Salesmaster Award
Buick Motor Division 1977

Peugeot Professional Sales Guild
Award Membership
Professional Sales
Guild Level I 1982

Bob Marco Mazda
Mazada Distributors Gulf
Top Volume Dealer of the
Month, October 1983

Abney, J. H. Jr.
Resume

Mazda, Southwest Region
Commitment to Total Satisfaction
Awarded Salesmanager of the Year to
James Abney
Sales Management Guild 1983

Peugeot Professional Sales Guild
Professional Sales
Promoted to Level II 1983

Outstanding Performance of the
Mazda Sales Guild
Diamond Chapter 1983 and 1984

Peugeot Professional Sales Guild
Professional Sales
Promoted to Level III 1984

Outstanding Performance as member of Mazda
Sales Management Guild
Gold Chapter 1987

Outstanding Performance as member of Mazda
Sales Guild
Gold Chapter 1988

SERVICE TO OTHERS

1990 - 1997

Faith United Methodist Church
Dickinson, Texas
Church Treasurer
Finance Committee Member
Board of Trustees Member

00274

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SEP 12 2000

CHARTER SCHOOLS

RESUME

Elnora Downey Woods

2811 26th. Street
Dickinson, Texas 77539
(281)-534-3760



EDUCATION

Paul Lawrence Dunbar High School
Dickinson, Texas 77539
1964, Diploma

Franklin Beauty School
Houston, Texas 77004
License Cosmetologist
1964, Graduate

EMPLOYMENT

Elnora's Cut and Curl
Self-Employed
Dickinson, Texas 77539
1967 thru Current

Dickinson High School
Dickinson, Texas 77539
Cosmetology Program
Instructor
Cooperative Education
1988, 1989

SERVICE TO OTHERS

Brenda Olgby Day Care
Texas City, Texas 77590
Position: Fund Raiser
Equipment and Supplies for Needy Children

Going Abroad Olympics for the Deaf
Dickinson, Texas 77539
Sponsor: Fund Raiser
1980, 1981

Clean-Up Campaign for
Clean-Up Dickinson, Texas 77539
Sponsor and Founder
1990, 1991

Faith United Methodist Church
Dickinson, Texas 77539
Homecoming Chairperson and Co-Chairperson
Fund Raiser, Sponsor of Children
Programs and Vacation Bible School
1983, 1984, 1985

Dickinson High School
Dickinson, Texas 77539
Disciplinary Committee
Chairperson,
1990, 1991

RESUME

RECEIVED

SEP 12 2000

BEVERLY ANN BENSON

CHARTER SCHOOLS

10822 Kirkwell
Houston, Texas 77089
(713) 926-8897

EDUCATION

State High School, Terre Haute, Indiana
Diploma: 1961

Indiana University, Bloomington, Indiana
Liberal Arts Studies
1961-1963

Texas Southern University, Houston, Texas 77004
Psychology, Bachelor of Arts
1968

EMPLOYMENT

1976	-	Current	AFL-CIO, Community Services, 2506 Sutherland, Houston, Texas 77023 <u>Director</u>
1969	-	1976	Southwestern Bell, Houston, Texas 77023 Positions: <u>Toll Operator, First Line Supervisor, Network Clerk</u>
1969	-	1976	Communication Workers of America Union CWA Local 6222, Postion: <u>Vice President, District Union Stewart</u>
1964	-	1968	Texas Institute for Research and Rehabilitation, (TIRR) Texas Medical Center Housotn, Texas 77004

00277

Ward Clerk, Data Entry Clerk,
Pharmaceutical Technician.

BENSON B.A.
Page 2
Resume

RECOGNITIONS AND AWARDS

Woman of the Year
CLUW OF AFL-CIO
Houston, Texas

A. Phillip Randolph Institute
Houston, Texas 77001
Appreciation Award
Board Member, Houston Chapter
Board Member, State of Texas
Chair of Fund Raising
Texas AFL-CIO
Recognition Award

Governor Dolph Briscoe
Appointed "Yellow Rose of Texas
Induced and Inscribed in
State Book 1978

Veterans of Foreign Wars
Certificate of Appreciation
1999

SERVICE TO OTHERS

Houston Foundation of Sickle Cell
Houston, Texas
Board Member 1976-1984

Visiting Nurses Association, Inc.
Executive Board Member
General Board Member
1980-1987

Houston Employment Area ReTraining, Inc.
Houston, Texas
Executive Board Member 1976 - 1980

00278

BENSON, B.A.
Page 3
Resume

Precinct Judge Harris County, Texas
Precinct 654 and 408
of Harris County, Texas
1984 - 1998

Faith United Methodist
Dickinson, Texas
Treasurer 1984 thru 1992
Member, Board of Trustee

Sickle Cell Ann Norris
Scholarship Award
Chairperson

Better Business Bureau
Of Greater, Houston
Mediator
1985 - 1990

00279

RECEIVED

Policies Regarding Expulsion SEP 12 2000

CHARTER SCHOOLS

Notice of Admission, Review and Dismissal (ARD) committee meetings: given within 5 days of meeting notice of referral to special education statement form.

Least Restrictive Environment (LRE) Placement Houston Alternative Preparatory Charter School propose a teaching and school atmosphere that meets the least restricted environment rule. Houston Alternative Preparatory Charter School will use Time Out, One on One with Technician, Quiet Room, and Homebound as only Removal Restrictive options.

Services to expelled students: A student maybe, homebound or hospitalized (staff recommendation, parent option) but not be otherwise removed, expelled, suspended, or put out of school for unacceptable behavior. Certified personnel for the provision of service to children with special needs: Diagnostician, Psychologist, Special Education Teacher, Registered Nurse, Licensed Health and Medical Professionals.

00280

Pelminiary Start Up Budget

Houston Alternative Preparatory Charter School

Statement of Revenues and Expenses

12 months 9/01/2000 - 7/30/2001

Revenues Line 1

	<u>2001</u>
State - Texas Education Agency	\$ 0
Other - Grants - Foundations	10,000.00
Other - Grants - Corporations	5,000.00
Other - Gifts	10,000.00
	<hr/>
Total Revenue	\$ 25,000.00

Expense Description

	<u>2001</u>
Supplies & Materials	\$ 1,500.00
Printing	2,500.00
Food Service	0
Insurances	0
Professional & Contracted services	4,300.00
Other - medical insurance	0
Other - retirement funding	0
Telephone	1,200.00
Postage, shipping delivery	700.00
Payroll taxes - employer	0
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Annual Developmental Plan**
Prepared for Houston Alternative Preparatory Charter School

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- Phase 3. General Campaign- Corporate, Foundation, Individual Drives and Special Events

00282

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00283

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12. Josephine Anderson Charitable Trust
13. The Armstrong Foundation
14. Austin Community Foundation
15. The Beal Foundation
16. Bosque Foundation
17. Ruth McLean Bowman Bowers Foundation
18. The J. S. Bridwell Foundation
19. The George and Anne Butler Foundation

00284

20. H.E. Butt Foundation
21. The Effie and Wofford Cain Foundation
22. Harry S. and Isabel Cameron Foundation
23. Cooper Industries Foundation
24. Dresser Foundation, Inc.
25. Enron Foundation
26. The Fondren Foundation
27. Transco Energy Corporation Giving Program

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Description of facility (See attached Diagram)

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Suitability of site.

The site is suitable because it is strategically accessible to mass transportation two blocks off Southwest freeway and build-out cost is included in the lease agreement. The facility meets all city, county, and state codes for ventilating, lighting, health, fire, and water. This facility housed a "public school" for many years.

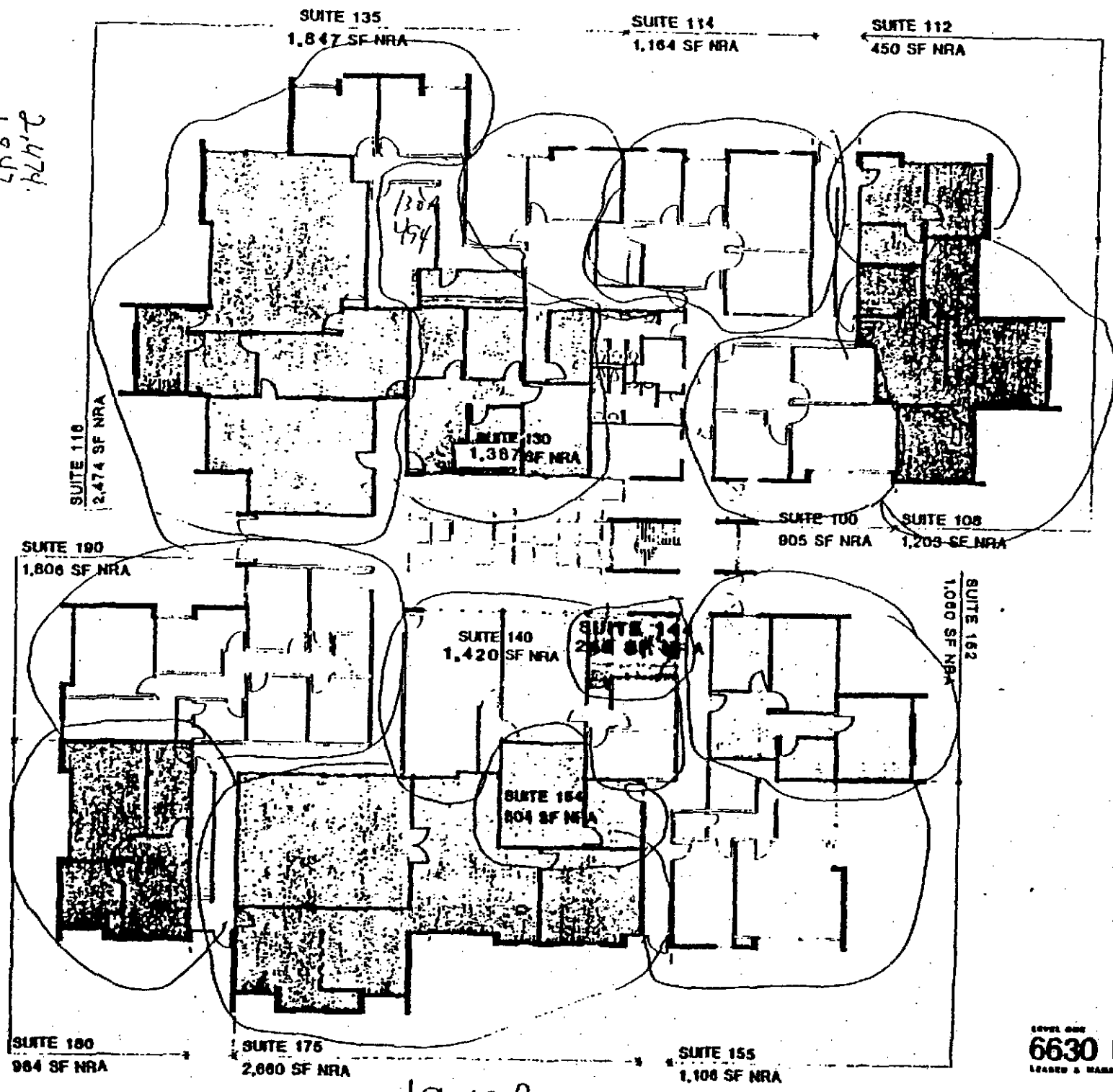
Special use areas

The facility has a unique ground or "park-like" area in the back, fenced and well landscaped. This ground area is available and offered by the landlord for school playground. There are laboratories, that accommodate current tenants, others will be built to specification within the school designated lease space. The Atrium area provided an area for plants and lighting for indoor activities.

Acquisition of Land

There have been NO progress, partnership developments nor future steps towards acquisition of a facility/land, at this time by the board.

2,474.
 1,847.
 1,387
 5,708 SF



66-53
 157

LEVEL ONE CORPORATE FLOOR
6630 HARWIN
 LEASED & MANAGED BY ASSET PLUS

Houston Alternative Preparatory Charter School

This contract is executed between the Texas State Board of Education (the "Board") and Houston Alternative Preparatory Charter School ("Charter Holder") for an open-enrollment charter to operate a Texas public school.

General

1. Definitions. As used in this contract:

"Charter" means the open-enrollment charter, as provided by Subchapter D, Chapter 12, Texas Education Code (TEC), granted by this contract.

"Charter Holder" means the sponsoring entity identified in the charter application.

"Charter school" means the open-enrollment charter school. Charter Holder agrees to operate as provided in this contract. The charter school is a Texas public school and a charter school within the meaning of 20 U.S.C. §8066 .

"Agency" means the Texas Education Agency.

2. The Charter. This contract grants to Charter Holder an open-enrollment charter under Subchapter D, Chapter 12, TEC. The terms of the charter include: (a) this contract; (b) applicable law; (c) Request for Application #701-01-004; (d) any condition, amendment, modification, revision or other change to the charter adopted or ratified by the Board; (e) all statements, assurances, commitments and representations made by Charter Holder in its application for charter, attachments or related documents, to the extent consistent with (a) through (d); and (f) assurance by Charter Holder, evidenced by execution of this contract, that no false information was submitted to the Agency or the Board by Charter Holder, its agents or employees in support of its application for charter.

3. Authority Granted by Charter. The charter authorizes Charter Holder to operate a charter school subject to the terms of the charter. Action inconsistent with the terms of the charter shall constitute a material violation of the charter.

4. Alienation of Charter. The charter may not be assigned, encumbered, pledged or in any way alienated for the benefit of creditors or otherwise. Charter Holder may not delegate, assign, subcontract or otherwise alienate any of its rights or responsibilities under the charter. Any attempt to do so shall be null and void and of no force or effect; provided, however, that Charter Holder may contract at fair market value for services necessary to carry out policies adopted by Charter Holder or the governing body of the charter school. Charter Holder may not engage or modify the terms of the engagement of a private management company without approval by the Board in accordance with Paragraph 7 of this contract.

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00290-10200

5. Term of Charter. The charter shall be in effect from the date of execution through August 1, 2005, unless renewed or terminated.
6. Renewal of Charter. On timely application by Charter Holder in a manner prescribed by the Board, the charter may be renewed for an additional period determined by the Board. The charter may be renewed only by written amendment approved by vote of the Board and properly executed by its chair.
7. Revision by Agreement. The terms of the charter may be revised with the consent of Charter Holder by written amendment approved by vote of the Board. For purposes of this paragraph, the terms of the charter include, among other provisions, specifications concerning the school's governance structure, characteristics of the educational program to be offered, and the location, type and number of facilities at which the school will operate. The commissioner of education ("the commissioner") may revise the charter on a provisional basis during an interim between Board meetings; however, such action shall expire unless ratified by the Board at its next regular meeting. Nothing in this paragraph limits the authority of the Board or the commissioner to act in accordance with other provisions of this contract.

Students

8. Open Enrollment. Admission and enrollment of students shall be open to any person who resides within the geographic boundaries stated in the charter and who is eligible for admission based on lawful criteria identified in the charter. Total enrollment shall not exceed the maximum number of students approved by the State Board of Education. The charter school's admission policy shall prohibit discrimination on the basis of sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the student would otherwise attend. Students who reside outside the geographic boundaries stated in the charter shall not be admitted to the charter school until all eligible applicants who reside within the boundaries have been enrolled. Students will be admitted on the basis of a lottery if more students apply for admission than can be accommodated.
9. Public Education Grant Students. Charter Holder shall adopt an express policy providing for the admission of, and shall admit under such policy, students eligible for a public education grant, including those students who reside outside the geographic area identified in the charter application, under Subchapter G, Chapter 29, TEC.
10. Non-discrimination. The charter school shall not discriminate against any student or employee on the basis of race, creed, sex, national origin, religion, disability or need for special education services.
11. Non-religious instruction and affiliation. The charter school shall not conduct religious instruction. The charter school, the sponsoring entity, and any entity that owns or controls the sponsoring entity in whole or in part (including by the power to select

officers or directors) shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations.

12. Children with Disabilities. The charter school is a "local educational agency" as defined by federal law. Charter Holder must comply with the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §1401, et seq., and implementing regulations; Section 504 of the Rehabilitation Act of 1973 ("Section 504"), 29 U.S.C. §794, and implementing regulations; Title II of the Americans with Disabilities Act, 42 U.S.C. §12131-12165, and implementing regulations; Chapter 29, TEC, and implementing rules; and the many court cases applying these laws. For example:
- (a) Child Find. Charter Holder must adopt and implement policies and practices that affirmatively seek out, identify, locate, and evaluate children with disabilities enrolled in the charter school or contacting the charter school regarding enrollment, and must develop and implement a practical method to determine which children with disabilities are currently receiving needed special education and related services. For each eligible child, Charter Holder must develop and offer an individualized education plan appropriate to the needs of that student.
 - (b) Free Appropriate Public Education. Charter Holder must provide a free appropriate public education to all children including children with disabilities otherwise eligible to enroll in the charter school. If the program, staff or facilities of the charter school are not capable of meeting the needs of a particular child, Charter Holder must implement changes necessary to accommodate the child at the charter school. If reasonable accommodations would be insufficient to enable the child to benefit from the charter school's program, Charter Holder must, at its own expense, place the child at an appropriate school.
 - (c) Services to Expelled Students. Charter Holder must continue to provide a free appropriate public education to a child with disabilities even after expelling or suspending the child for valid disciplinary reasons. This obligation to serve the child continues until the end of the school year.
 - (d) Monitoring. The charter school's implementation of the laws governing education of children with disabilities will be monitored for compliance by the United States Department of Education, Office of Special Education Programs; the United States Department of Education, Office of Civil Rights; the Texas Education Agency; and others. This monitoring activity includes responding to complaints, random on-site inspections and other investigations by the enforcing agencies, and will result in corrective actions imposed on Charter Holder by these agencies for all discrepancies found. The charter school shall also be monitored for effectiveness and compliance in implementing all applicable federal programs.
 - (e) Due Process Hearings. The charter school's implementation of the laws governing education of children with disabilities will, in addition, be subject to court supervision via litigation against Charter Holder brought by individuals affected by the actions of the charter school. The cost of this litigation can be substantial.

Notice: These are only a few of the charter school's legal responsibilities in this area, included here for illustrative purposes only.

13. Student Performance and Accountability. Charter Holder shall satisfy Subchapters B, C, D, and G of Chapter 39 of the TEC, and related Agency rules, as well as the student performance accountability criteria stated in its application for charter. Charter Holder shall annually provide in a manner and form defined by the commissioner a written evaluation of the charter school's compliance with the statements, assurances, commitments and representations made by Charter Holder in its application for a charter, attachments, and related documents.
14. Criminal History. Charter Holder shall take prompt and appropriate measures if Charter Holder or the charter school, or any of their employees or agents, obtains information that an employee or volunteer of the charter school or an employee, officer, or board member of a management company contracting with the charter school has a reported criminal history that bears directly on the duties and responsibilities of the employee, volunteer, or management company at the school. Charter Holder further represents that the Board and the Agency shall be notified immediately of such information and the measures taken.
15. Reporting Child Abuse or Neglect. Charter Holder shall adopt and disseminate to all charter school staff and volunteers a policy governing child abuse reports required by Chapter 261, Texas Family Code. The policy shall require that employees, volunteers or agents of Charter Holder or the charter school report child abuse or neglect directly to an appropriate entity listed in Chapter 261, Texas Family Code.
16. Notice to District. Charter Holder shall notify the school district in which the student resides within three business days of any action expelling or withdrawing a student from the charter school.
17. School Year. Charter Holder shall adopt a school year with fixed beginning and ending dates.

Financial Management

18. Fiscal Year. Charter Holder shall adopt a fiscal year beginning September 1 and ending August 31.
19. Financial Accounting. Unless otherwise notified by the Agency, Charter Holder shall comply fully with generally accepted accounting principles ("GAAP") and the Financial Accountability System Resource Guide, Bulletin 679 or its successor ("Bulletin 679") published by the Agency in the management and operation of the charter school. Charter Holder shall also comply with the standards for financial management systems outlined in 34 CFR § 80.20.
20. Federal Withholding Requirements. Failure to comply with Internal Revenue Service withholding regulations shall constitute a material violation of the charter.

21. Workers' Compensation. Charter Holder shall extend workers' compensation benefits to charter school employees by (1) becoming a self-insurer; (2) providing insurance under a workers' compensation insurance policy; or (3) entering into an agreement with other entities providing for self-insurance.
22. Annual Audit. Charter Holder shall at its own expense have the financial and programmatic operations of the charter school audited annually by a certified public accountant holding a permit from the Texas State Board of Public Accountancy. Charter Holder shall file a copy of the annual audit report, approved by Charter Holder, with the Agency not later than the 120th day after the end of the fiscal year for which the audit was made. The audit must comply with Generally Accepted Auditing Standards and must include an audit of the accuracy of the fiscal information provided by the charter school through PEIMS. Financial statements in the audit must comply with Government Auditing Standards and the Office of Management and Budget Circular A-133.
23. Attendance Accounting. To the extent required by the commissioner, Charter Holder shall comply with the "Student Attendance Accounting Handbook" published by the Agency; provided, however, that Charter Holder shall report attendance data to the Agency at six-week intervals or as directed by the Agency.
24. Foundation School Program. Distribution of funds to the charter school under Section 12.106, TEC, is contingent upon Charter Holder's compliance with the terms of the charter. Charter Holder is ineligible to receive Foundation School Program funds prior to execution of this contract by the Board. Within 30 days of receiving notice of overallocation and request for refund under Section 42.258, TEC, Charter Holder shall transmit to the Agency an amount equal to the requested refund. If Charter Holder fails to make the requested refund, the Agency may recover the overallocation by any means permitted by law, including but not limited to the process set forth in Section 42.258, TEC.
25. Tuition and Fees. Charter Holder shall not charge tuition and shall not charge a fee except that it may charge a fee listed in Subsection 11.158(a), TEC.
26. Assets of Charter. Charter Holder shall not apply, hold, credit, transfer or otherwise make use of funds, assets or resources of the charter school for any purpose other than operation of the charter school described in the charter.
27. Indebtedness of Charter. Charter Holder shall not incur a debt, secure an obligation, extend credit, or otherwise make use of the credit or assets of the charter school for any purpose other than operation of the charter school described in the charter.
28. Interested Transactions. All financial transactions between the charter school and (a) Charter Holder; (b) an officer, director, or employee of Charter Holder or of the charter school; or (c) a person or entity having partial or complete control over Charter Holder or the charter school shall be separately and clearly reflected in the accounting, auditing, budgeting, reporting, and record keeping systems of the charter school. Charter Holder shall not transfer any asset of the charter or incur any debt except in return for goods or services provided for the benefit of the charter school at fair market value.

29. Non-Charter Activities. Charter Holder shall keep separate and distinct accounting, auditing, budgeting, reporting, and record keeping systems for the management and operation of the charter school. Any business activities of Charter Holder not directly related to the management and operation of the charter school shall be kept in separate and distinct accounting, auditing, budgeting, reporting, and record keeping systems from those reflecting activities under the charter. Any commingling of charter and non-charter business in these systems shall be a material violation of the charter.

Governance and Operations

30. Non-Profit Status. Charter Holder shall take and refrain from all acts necessary to be and remain in good standing as an organization exempt from taxation under Section 501(c)(3), Internal Revenue Code. If Charter Holder is incorporated, it shall in addition comply with all applicable laws governing its corporate status. Failure to comply with this paragraph is a material violation of the charter, and the Board may act on the violation even if the Internal Revenue Service, Secretary of State, or other body with jurisdiction has failed to act.
31. Records Retention and Management. Charter Holder shall implement a records management system that conforms to the system required of school districts under the Local Government Records Act, Section 201.001, et seq., Local Government Code, and rules adopted thereunder; provided, however, that records subject to audit shall be retained and available for audit for a period of not less than five (5) years from the latter of the date of termination or renewal of the charter.
32. PEIMS Reporting. Charter Holder shall report timely and accurate information to the Public Education Information Management System (PEIMS), as required by the commissioner.
33. Conflict of Interest. Charter Holder shall comply with any applicable prohibition, restriction or requirement relating to conflicts of interest or fiduciary duties. If an officer or board member of Charter Holder or of the charter school has a substantial interest, within the meaning of Chapter 171, Local Government Code, in a transaction, such interest shall be disclosed in public session at a duly called meeting of the governing body prior to any action on the transaction.
34. Disclosure of Campaign Contributions. Charter Holder shall adopt policies that will ensure compliance with the disclosure requirements of State Board of Education Operating Rule 4.3 or its successor.
35. Indemnification. Charter Holder shall hold the Board and Agency harmless from and shall indemnify the Board and Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising out of, or in connection with wrongful acts of Charter Holder, its agents, employees, and subcontractors.

36. Failure to Operate. Charter Holder shall operate the charter school for the full school term as described in the charter application in each year of the charter contract. Charter Holder may not suspend operation for longer than 21 days without a revision to its charter, adopted by the Board, stating that the charter school is dormant and setting forth the date on which operations shall resume and any applicable conditions. Charter Holder may not suspend operation of the school for a period of more than three days without mailing written notice to the parent or guardian of each student and to the Agency at least 14 days in advance of the suspension. Suspension of operations in violation of this paragraph shall constitute abandonment of this contract and of the charter.
37. Charter School Facility. Charter Holder shall have and maintain throughout the term of the charter a lease agreement, title or other legal instrument granting to Charter Holder the right to occupy and use one or more facilities suitable for use as the charter school facilities described by the charter. During any period of dormancy granted by the Board, this requirement may be waived by the Board. Facilities occupied and used as charter school facilities shall comply with all applicable laws, including, but not limited to, the Texas Architectural Barriers Act, Article 9102, Vernon's Texas Civil Statutes. The charter school shall not change location of its instructional facilities or administrative offices from those listed in the charter application or in a subsequent charter amendment without prior approval Board. When approved by the Board for a new location for an instructional facility, the charter Holder shall, prior to commencing school operations at that location, submit to the Charter Schools Division a certificate of occupancy or equivalent certificate for use of the facility at the new location as a public school, as required in the charter application.
38. Access by the Handicapped. Facilities occupied and used by charter schools shall comply with the Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Accessibility Guidelines; 28 CFR Part 35 (Nondiscrimination on the Basis of Disability in State and Local Government Services); the Uniform Federal Accessibility Standards required by the federal Architectural Barriers Act of 1968, as amended; and other applicable federal requirements. In addition, the charter Holder shall require the facility to comply with the Texas Accessibility Standards (TAS) of the Texas Architectural Barriers Act, Article 9201, Texas Civil Statutes, promulgated by the Texas Department of Licensing and Regulation. The charter Holder shall be responsible for conducting inspections to ensure compliance with these specifications.

Enforcement

39. Agency Investigations. The commissioner may in his sound discretion direct the Agency to conduct investigations of the charter school to determine compliance with the terms of the charter or as authorized in the Texas Education Code or other law. Charter Holder, its employees and agents shall fully cooperate with such investigations. Failure to timely comply with reasonable requests for access to sites, personnel, documents or things is a material violation of the charter.

40. Commissioner Authority. The commissioner in his sole discretion may take any action authorized by Section 39.131, TEC , Chapter 29, TEC, or Chapter 42, TEC relating to the charter school. Such action is not "adverse action" as used in this contract. Charter Holder, its employees and agents shall fully cooperate with such actions. Failure to timely comply with any action authorized by Section 39.131, TEC or Chapter 29, TEC is a material violation of the charter.
41. Adverse Action. The Board in its sole discretion may modify, place on probation, revoke or deny timely renewal of the charter for cause ("adverse action"). Each of the following shall be cause for adverse action on the charter: (a) any material violation of the terms of the charter listed in paragraphs 2, 3, and 20; (b) failure to satisfy generally accepted accounting standards of fiscal management; or (c) failure to comply with an applicable law or rule.

This Agreement

42. Entire Agreement. This contract, including all referenced attachments and terms incorporated by reference, contains the entire agreement of the parties. All prior representations, understandings and discussions are merged into, superseded by and canceled by this contract.
43. Severability. If any provision of this contract is determined by a court or other tribunal to be unenforceable or invalid for any reason, the remainder of the contract shall remain in full force and effect, so as to give effect to the intent of the parties to the extent valid and enforceable.
44. Conditions of Contract. Execution of this contract by the Board is conditioned on full and timely compliance by Charter Holder with: (a) the terms, required assurances and conditions of Request for Application #701-01-004; (b) applicable law; and (c) all commitments and representations made in Charter Holder's application and any supporting documents (to the extent such commitments and representations are consistent with the terms of this contract).
45. No Waiver of Breach. No assent, express or implied, to any breach of any of the covenants or agreements herein shall waive any succeeding or other breach.
46. Venue. Any suit arising under this contract shall be brought in Travis County, Texas.
47. Governing Law. In any suit arising under this contract, Texas law shall apply.
48. Authority. By executing this contract, Charter Holder represents that it is an "eligible entity" within the meaning of Section 12.101 (a), TEC. Charter Holder shall immediately notify the Board of any legal change in its status, which would disqualify it from holding the charter, of any violation of the terms and conditions of this contract, or of any change in the chief operating officer of the Charter Holder. Charter Holder further represents that the person signing this contract has been properly delegated authority to do so.

Entered into this 3rd day of July 2001.

Texas State Board of Education

Grace Shore
By Grace Shore, Chairman

Charter Holder

James H. Abney, Jr. 7-10-01
(signature/date)

James H. Abney, Jr.

Chairperson, Governing Board of Charter Holder

Lucille A. Abney
(signature/date)

Lucille A. Abney

Chief Operating Officer, Charter School

NOTICE OF INTENT TO APPLY

**RECEIVED
JAN 16 2001**

The undersigned school district hereby files a notice of intent to apply for
Public Charter School Grant Generations 3-6

RFA # 701-01-012

Name of Organization Houston Alternative Preparatory Charter School

Mailing Address 17300 El Camino Real Suite 107A
Houston, Texas 77058

Phone Number (281) 488-1645

- The filing of this notice is not mandatory; however, it will assist the Texas Education Agency in anticipating the volume of applications in order to better expedite the review process and finalize awards.
- Filing this notice in no way binds the applicant in regards to its application for a Public Charter School Grant (Continuation Application for Generations 3-6)
- Applicants who do not file this notice are still eligible to apply for funding.

**PLEASE SUBMIT THIS NOTICE BY MAIL OR BY FAX AS SOON AS POSSIBLE
AFTER RECEIPT OF THE REQUEST FOR APPLICATION,
BUT NOT LATER THAN THURSDAY, JANUARY 21, 2000 TO:**

Document Control Center
Texas Education Agency
1701 North Congress, Room 6-108
Austin, Texas 78701-1494
FAX (512) 463-9811

00299



17041 EL CAMINO REAL STE 110
HOUSTON, TEXAS 77058

(281) 488-1645
24 Hours
Fax (281) 488-1403

Dr. Lucille A. Abney, P.C.
Ph.D., LMSW, ACS, LMFT
Board Certified Medical Psychotherapist
Diplomate American Board of Medical Psychotherapist

17041 El Camino Real
Suite #110
Houston, TX 77058

2648 South Loop West
Suite 520
Houston, TX 77054

Fax Transmittal Cover Sheet

Date: January 12, 2001

To: Document Control Center Chester Schools
Juan Rodriguez @

Fax#: (512) 463-9811 Contact# _____

From: Dr. Lucille Abney / Dr. Lucille A. Abney P.C.

Contact # (281) 488-1645

Fax# (281) 488-1403

Number of pages 2

COMMENTS

Re Public Chester School Grant Extension 3-6
Notice of Intent to Apply

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2001 JAN 12 PM 2:53

TEXAS EDUCATION
AGENCY

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