

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: BIG SPRINGS CHARTER SCHOOL Maximum Grade

Levels to be served: 6-12

Estimated 1st Year Enrollment 30 Max Enrollment 90

Name of Sponsoring Entity: HILL COUNTRY YOUTH RANCH

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

SBOE District: 5

Starting Date: AUGUST

Chairperson of Board of Sponsoring Entity: L. Brent Bates
Chief Executive Officer of Sponsoring Entity: Gary Priour
Chief Executive Officer of School: John L. Givens
Applicant Mailing Address: PO Box 215, Hunt Texas 78024
School Site Address: Hwy. 83. 8 miles North of Leakey
Contact Phone # 830-367-3952 Fax # None

Contact Email Address: jlgivens@hilconet.com

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

Signature of Application Preparer Was this person paid Yes No X

Signature of Chairperson of the Governing Board of the Sponsoring Entity/date

350/08/18/00-037

Proposed School Data

Projected Student Populations (indicate estimated percentages):

 75% Students "at risk of dropping out of school"

 25% Students requiring Special Education services

 0 Students of Limited English Proficiency

 75% Students of Economically Disadvantaged Families

 20% Minority Students

Will the school require all teachers to be certified? No, but most

Will the school require that all teachers be degreed with at least a bachelor's degree? No, but most

Will the school allow an individual to serve as a paid employee of the school as well as member of the governing board? Only CEO and/or Skuperintendent

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?

 Yes Been involved in bankruptcy?

Has the sponsoring entity been involved in

 No Litigation?

 Yes 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.

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Application Questions to be Reviewed

By

Texas Education Agency

Application Questions

I Evidence of eligibility of sponsoring entity (Reviewed by Agency) **A. Statement describing sponsoring entity.**

Hill Country Youth Ranch, established in 1977, is a 501(c)(3) non-profit corporation licensed to provide long-term therapeutic care for abused and troubled children. The Ranch operates two campuses. A 35-building village spreads across 265 Hill Country acres on Brushy Creek, just west of Ingram, Texas. The children live in family-style residences. Other facilities include a chapel, library, fine arts center, counseling center, assessment center, ropes course, gymnasium, community center, greenhouse, woodworking shop, aquatics center, and administrative offices.

The second campus was established at the 7000-acre Big Springs Ranch on the Frio near Leakey, Texas, 45 miles from the Ingram Campus in 1997. In addition to a residential facility, the Big Springs campus includes a wilderness camping area and a working ranch. By the time the school is scheduled to open in September 2001 there will be a second residential facility and phase I of the school building.

The Ranches house about 80 children from all over Texas. In September 2001 approximately 16 of these children will reside at Big Springs. Most are placed by Child Protective Services, but private placements are not unusual. About half the children are girls, half boys. Most are teenagers but about 1/3 are 5 to 12 years old. Over 700 children have lived at HCYR since 1977 and the length of stay has ranged from one month to 10 years.

DEFINITIVE RULING

Date: APR 26 1979

Our Letter Dated:

October 14, 1977
Person to Contact:

Judy Hitchcock
Contact Telephone Number:
(512) 397-5716

B. 501c3 determination letter from IRS

Hill Country Youth Ranch
c/o Gary Priour
Box 67
Ingram, TX 78025

AUS:EO: 79-1017

—Gentlemen:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section 170(b)(1)(A)(vi). Your exempt status under section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, a grantor or a 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 that resulted in your loss of section 509(a)(1) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Robert M. McKeever
District Director

C. Articles of incorporation
to be supplied by HCYR office



OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION
OF

HILL COUNTRY YOUTH RANCH

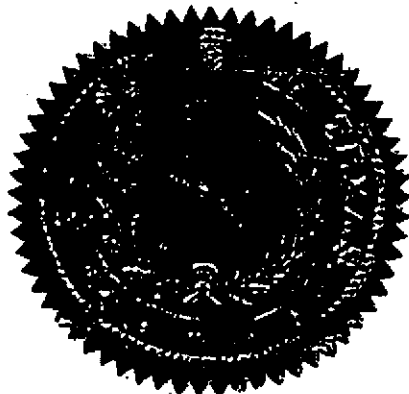
The undersigned, as Secretary of State of the State of Texas, hereby certifies that duplicate originals of Articles of Incorporation for the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a duplicate original of the Articles of Incorporation.

Dated MARCH 24, 1977

Secretary of State

dae



MAR 24 1977

Loma Salzman
Deputy Director, Corporation Division

ARTICLES OF INCORPORATION

OF

HILL COUNTRY YOUTH RANCH

ARTICLE ONE

NAME

The name of the corporation is HILL COUNTRY YOUTH RANCH.

ARTICLE TWO

NONPROFIT CORPORATION

The corporation is a nonprofit corporation.

ARTICLE THREE

DURATION

The period of its duration is perpetual.

ARTICLE FOUR

PURPOSES

The purposes for which this corporation is formed are:

1. The primary purposes is the support of a benevolent, charitable, and educational undertaking, viz; the development and improvement of character without profit, including the spiritual, mental, social and physical rehabilitation of underprivileged children.
2. The organization should be nonpolitical, nonsectarian and non-profitable, and shall be maintained strictly as a charitable organization.
3. The organization shall have powers authorized by and shall comply with all provisions of the Texas Non-Profit Corporation Act and all State and Federal Statutes, Codes and Regulations, and all existing or future amendments thereto, defining the nature and activities of an organization organized and operated exclusively for charitable purposes.

ARTICLE FIVE

INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the corporation is 406 Main Street, Kerrville, Texas and the name of its initial registered agent at such address is M. Scott Stehling.

00008

ARTICLE SIX

BOARD OF TRUSTEES

The number of trustees constituting the initial board of trustees of the corporation is three (3), and the names and addresses of the persons who are to serve as the initial trustees are:

Gary Priour	Box 264, Junction Hwy. Ingram, Texas 78025
Dr. Lary Priour	530 Cherry Ridge Drive San Antonio, Texas
Daleen Priour	Box 264, Junction Hwy. Ingram, Texas 78025

ARTICLE SEVEN

INCORPORATORS

The name and street address of each incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Gary Priour	Box 264, Junction Hwy. Ingram, Texas 78025
M. Scott Stehling	406 Main Street Kerrville, Texas 78028
Dale Priour	Box 264, Junction Hwy. Ingram, Texas 78025

ARTICLE EIGHT

ADDITIONAL PROVISIONS

POWERS OF THE BOARD OF TRUSTEES

The Initial Board shall serve for life;

Any replacement on the Board shall be made by appointment of the remaining board and shall serve a three year term;

The Board has the exclusive power and discretion to amend the Articles of Incorporation by its majority vote therefor;

The Board has the exclusive power and discretion to appoint the Executive Director of this corporation, fix his salary and define his responsibilities;

The Board shall appoint 3 voting members;

The Board shall appoint 3 members to the Board of Directors;

00009

D. Bylaws of sponsoring entity

BYLAWS OF HILL COUNTRY YOUTH RANCH

A NONPROFIT CORPORATION

P. O. BOX 67

INGRAM, TEXAS

ARTICLE I

OFFICES

1.01 The principal office of the corporation in the State of Texas shall be located in the City of Ingram, County of Kerr. The corporation may have such other offices, either within or without the State of Texas, as the Board of Directors may determine or as the affairs of the corporation may require from time to time.

1.02 The corporation shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the corporation in the State of Texas, and the address of the registered office and the name of the registered agent at such address may be changed from time to time by the Board of Directors.

ARTICLE II

BOARD OF DIRECTORS

2.01 The affairs of the corporation shall be managed by its Board of Directors. Directors need not be residents of Texas.

2.02 The number of Directors shall be 12. Each Director shall hold office for three (3) years and until his successor shall have been elected and qualified.

2.03 At the regular April meeting of each year, the Board of Directors shall appoint a Nominating Committee for the purpose of nominating directors to replace those whose terms are expiring. The nominating committee shall make its report to the Board of Directors at the ensuing May meeting. Any member of the Board of Directors may make additional nominations. An election of new Directors shall be held at the May meeting. All directors shall take office at the regular June meeting of the Board of Directors.

2.04 Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors.

2.05 Notice of any special meeting of the Directors shall be given at least two days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed with postage thereon prepaid. The person or persons authorized to call special meetings may fix any place as the place for holding any special meetings called by them. Any director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these by-laws.

2.06 A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board.

2.07 The act of a majority of the Directors present at the meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these bylaws.

2.08 Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors, shall be filled by the Board of Directors, unless the vacancy represents a directorship appointed by the Trustees. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor.

2.09 Directors as such shall not receive any stated salaries or compensation for their services, but this shall not preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

2.10 Any action which may be taken at a meeting of Directors may be taken without a meeting, if a consent in writing setting forth the action so taken shall be signed by all of the Directors.

2.11 The directors shall meet once a month at a Regular meeting/

2.12 The Board of Directors may grant to any local civic club(s) membership(s) on the Board of Directors, such members to be chosen or appointed in a manner to be designated by the Board of Directors in a resolution adopted by a majority of the members of the Board of Directors.

ARTICLE III

ADVISORY BOARD OF DIRECTORS

3.01 The Board of Directors shall elect an Advisory Board of Directors to act in an advisory capacity.

3.02 Any member of the Advisory Board of Directors may attend any and all regular and special Board of Directors Meetings and shall be entitled to vote as a regular Director when in attendance at such meeting.

ARTICLE IV

EMERITUS BOARD OF DIRECTORS

4.01 There shall be an Emeritus Board of Directors composed of the past presidents of Hill Country Youth Ranch and the active president.

4.02 Any past president of Hill Country Youth Ranch who does not desire to serve as a member of the Emeritus Board of Directors shall notify the President that he has elected not to serve.

4.03 The Emeritus Board of Directors shall serve in an advisory and consultant capacity as ex-officio members and are entitled to attend all regular and special meetings of the Board of Directors.

ARTICLE V

OFFICERS

5.01 The officers of the corporation shall be elected by the Board of Directors shall consist of a President, a Vice President, a Secretary, and a Treasurer. Any two or more offices may be held by the same person, except the offices of President and Secretary. The Board may elect or appoint at any meeting such additional officers, such as Assistant Secretaries or Assistant Treasurers, as it shall deem desirable. Each officer shall hold office

for one (1) year and until his successor shall have been duly elected and shall have qualified.

5.02 Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed. If said officer is a Director, he may not vote thereon.

5.03 A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

5.04 An Executive Committee shall consist of the officers and one Trustee of the corporation. The Executive Committee shall administer the affairs of the corporation during the interval between meetings of the Board of Directors and shall perform such other duties as may be assigned to it by the Board of Directors, and all actions of the Executive Committee shall be ratified by the Board of Directors at its next meeting. Three (3) members of the Executive Committee shall constitute a quorum.

5.05 The President shall act as chairman at and call to order all meetings of the Board of Directors and the Executive Committee. He shall be the principal executive and administrative officer of the corporation. He may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Directors, any contracts or instruments which the Board of Directors have authorized be executed, except in cases where the signing and execution thereof shall be otherwise delegated by the Articles of Incorporation, these bylaws, the Board of Directors, or by statute to some other officer or agent of the corporation. In general he shall perform all duties incident to the office of President and such duties as may be prescribed by the Board of Directors from time to time. If the President is not a member of the Board of Directors, he shall vote in case of a tie vote of the Board of Directors.

5.06 In the absence of the President or in the event of his inability 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 upon the President. He shall have such other powers and perform such other duties as shall be prescribed by the Board of Directors.

5.07 The Secretary shall keep the minutes of the meetings of the Board of Directors in one or more books provided for that purpose; give all notices in accordance with the provisions of these bylaws or as required by law; be custodian of the corporate records and the seal of the corporation, and affix the seal to all documents, the execution of which is duly authorized by these bylaws; keep a register of the post office address of each director; and, in general, perform all duties incident to the office of Secretary and such other duties as prescribed by the Board of Directors.

5.08 The treasurer shall exercise the general supervision of the fiscal affairs of the corporation; keep an accurate account of all funds received and expended; have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as prescribed in accordance with Article VII of these bylaws, and in general perform all the duties incident to the office of Treasurer and such other duties as may be assigned by the Board of Directors.

ARTICLE VI

COMMITTEES

6.01 The Board of Directors may designate and appoint one or more committees, each of which shall consist of two or more Directors, which committees shall have and exercise the authority to make recommendations to the Board of Directors and may act only upon the Board's approval. However, the designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed on it or him by law, by the Articles of Incorporation, or by these Bylaws.

6.02 Other committees may be designated by the President. Members thereof do not have to be Directors.

6.03 Except as otherwise provided by a resolution to designate a committee, appointment of members of committees shall be by the President.

6.04 One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

6.05 A majority of the whole committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

6.06 Each committee may adopt rules for its own government not inconsistent with these bylaws or with rules adopted by the Board of Directors.

ARTICLE VII

CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

7.01 The Board of Directors may authorize any officer or officers agent or agents of the corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances.

7.02 All checks, drafts or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed and countersigned by such persons so ordered and directed by the Board of Directors. In the absence of such determination by the Board of Directors, such instrument shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the corporation.

7.03 All funds of the corporation shall be deposited in the name of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

7.04 No debts of the corporation of any nature shall be created unless they have first been authorized by the Board of Directors or shall be debts authorized in the budget of the corporation previously adopted by the Board of Directors.

7.05 The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the general purpose or for any special purpose of the corporation.

ARTICLE VII

FISCAL YEAR

8.01 The fiscal year of the corporation shall be the calendar year.

ARTICLE IX

SEAL

9.01 The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the corporation.

ARTICLE X

WAIVER OF NOTICE

10.01 Wherever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the Articles of Incorporation or by the bylaws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI

AMENDMENTS TO BYLAWS

11.01 These bylaws may be altered, amended, or repealed and new bylaws may be adopted by a majority of the Directors present at any regular meeting or at any special meeting, if at least two days' written notice is given of an intention to alter, amend, or repeal these bylaws or to adopt new bylaws at such meeting.

AMENDMENT TO THE BY-LAWS OF THE
HILL COUNTRY YOUTH RANCH, A NON-
PROFIT CORPORATION

Pursuant to written notice as required by Article 11 of the By-Laws of Hill Country Youth Ranch a majority of the Directors present at this April, 1979 regular meeting of the Board of Directors of Hill Country Youth Ranch hereby repeal Article 2.03 of the By-Laws of the Hill Country Youth Ranch and in lieu thereof hereby adopt a new Article 2.03 of the By-Laws of the Hill Country Youth Ranch to read as follows:

2.03 - At the regular February meeting of each year, the Board of Directors shall appoint a nominating committee for the purpose of nominating directors to replace those whose terms are expiring. The nominating committee shall make its report to the Board of Directors at the ensuing March meeting. Any member of the Board of Directors may make additional nominations. An election of new Directors shall be held at the March meeting. All Directors shall take office at the regular April meeting of the Board of Directors.

As the regular April meeting of each year the Board of Directors shall appoint a nominating committee for the purpose of nominating officers to replace those whose terms are expiring. The nominating committee shall make its report to the Board of Directors at the ensuing May meeting. Any member of the Board of Directors may make additional nominations. An election of new officers shall be held at the May meeting. All officers shall take office at the regular June meeting of the Board of Directors.

- E. Biographical Affidavits for each member of the governing board of the sponsoring entity**
See attachment 1
- F. History of sponsoring entity**
 - 1. Financial history of the entity**
Hill Country Youth Ranch was founded in 1977 with 265 acres and a dream. Since that time, due to conservative leadership and a conservative board, we have developed an Ingram campus valued at \$4,910,574, the Leakey campus valued at \$5,000,000 in land and buildings, and an endowment of \$8,220,574. We have served 717 Boys and girls, currently serving 60. During this time we have always operated on a cash basis without liens.
 - 2. Credit Report**
See Attachment 2
 - 3. Most recent IRS filing**
See Attachment 3
 - 4. Disclosure of any liens -- None**
 - 5. Litigation History -- None**

II. Community Support

- A. Provide information on the manner in which community groups are involved in the charter school planning process.**

The Hill Country Youth Ranch has been an integral part of the Kerr County community since 1977, providing long-term therapeutic care for abused and troubled youth. The Board has recently expanded with a second campus, Big Springs Ranch for Children in Real County. The board has taken the initiative to apply for a charter, select an advisory committee to assist in planning, and has undertaken to finance the project and facilities until the charter is granted.

A community group, Friends of Big Springs Ranch for Children, has been organized to support the entire project. This includes the school. The organization now has in excess of 50 members. They will be informed of the progress in the school as well as asked to contribute ideas and specific needs that must be met to make the project successful. A Library Committee has already been formed by this group and is active. They are studying specific library needs, have already given \$500 to purchase books, and have contributed a significant Texas History Library to be housed in the school library.

An advisory board, appointed by the HCYR Board has been formed to help develop the project. This group meets monthly to develop the school program and to develop this application. Most of the School Management Board will be selected from this local group. This group also interprets this school project to the

community.

- B. Provide a copy of the notice for, the registration log, and a synopsis of a public hearing held to discuss the proposed charter school plan.**

The notice for a public hearing was attached to and published with the Notice of Intent to Apply for Open Enrollment Charter School, found at II E Three people attended:: John Goeglem, Elizabeth Goeglem, and Jim Norway, all from Leaky. They were familiar with the proposed program and came by to say they supported the program.

- C. Discuss any business arrangements or partnerships with existing schools, educational programs, businesses, or non-profit organizations.**

We do not plan to contact or make any business arrangements with any organization until the charter has been approved. We will seek help from the ESC 20 and will cooperate with the Leaky ISD in any way.

- D. List five persons who are not directly involved with the school as employees or as board members, who will serve as references for the sponsoring entity. Provide phone numbers, addresses, and nature of experience with the sponsoring entity.**

- Nell McCandles, 830-257-6621, 1516 Ranchero Road, Kerrville, Texas, 78028, former employee, current Hill Country Youth Ranch Auxiliary volunteer, donor.
- Bob Vaden, 830-238-4894, Rt. 2, Box 270, Hunt, Texas 78024, former employee, donor.
- Merle Funk, 830-796-3337, PO Box 5005, Camp Verde, Texas, 78010, former employee, current Youth Ranch Auxiliary volunteer, donor.
- Betty Matteson, 830-238-4423, HC2, Box 234, Hunt, Texas, 78024, current Hill Country Youth Ranch Auxiliary volunteer, donor.
- Scott Stehling., 830-896-3430, 228 Washington St., Kerrville, Texas 78028, former board member and donor.

- E. Each applicant must publish the following statement in a newspaper of general distribution in geographic area proposed for the school. This statement must also be mailed to the city council and commissioners court with jurisdiction over the geographic area. Attach evidence of publication.**

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**NOTICE OF INTENT TO APPLY FOR
OPEN-ENROLLMENT CHARTER SCHOOL**

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

The Hill Country Youth Ranch of Ingram, Texas is the sponsoring entity proposing the charter school, primarily for educating the children living at Big Springs Ranch for Children. The school must also be open to any child in the area whose parents feel that the program offered by the school would be appropriate for their child. Dr. John L. Givens is the Chief Executive Officer of the proposed school. Board members of the sponsoring entity are:

Mr. Harold Bull, Chervil	Ms. Mary Ann Auld Hunt
Mr. L. Brent Bates, Kerrville	Mr. Bill Griffin, Boerne
Mr. John Bakke, San Antonio	Mr. Skip Mahafee, Kerrville
Ms. Jami Carrol-Hinton, Fredericksburg	Mr. Dave Nicholson, Hunt
Ms. Judy Wilson, Hunt	

Proposed location of the school is: Big Springs Ranch, Real County, Hwy 83, Nine (9) miles north of Leakey. The school will operate in conjunction with Big Springs Ranch for Children. It will have a maximum capacity for 30 pupils when it opens in August 2001, and has planned growth for a maximum capacity of 90 in five (5) years. It will accept local enrollment up to its maximum capacity. The school will operate using a personalized continuous progress curriculum. The School will serve Grades 6-9 in 2001-02 and increase to 6-12 by 2004-05. Opening date will be August 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.

* * * * *

PUBLIC HEARING IN LEAKEY, TEXAS

August 14, 2000

Time: 3:00 p.m.

Location: Church in the Valley

III. Governance of the Sponsoring Entity

- A. Profile of the Founding Board and/or initial incorporates of the sponsoring entity.**

1. Describe the organizing group of initial incorporates names of the organizers, their backgrounds and experiences, and 3 references for each.

a. The Board of Directors of Hill Country Youth Ranch is the initial incorporates who are working to apply for a charter. They have chosen those listed below to work together to plan and develop the application for the charter.

b. Gary Priour is Executive Director and founder of Hill Country Youth Ranch, the sponsoring entity. He is a native of Kerr County, a graduate of Harvard University, cum laude, in 1969 with a major in English Literature. He has a Masters Degree in the same field from Portland State University. He taught high school and college English and literature before devoting himself full-time as a single parent to the care of his [REDACTED]. His involvement with abused and abandoned children began in 1972 when, at his day-care center, a mother left a two-year old girl for whom she did not return. He has been involved with the care of such children ever since.

In 1776, Priour, a native Texas, donated 107 acres of hill country wilderness, from his share of his family's estate, for the purpose of starting a home for abused and abandoned children. In March of 1977, the HCYR was incorporated and a Board of Directors was organized. In June of 1977, the IRS granted HCYR the status of public foundation. Priour received his Child Care Administrator's License shortly thereafter.

Priour originally envisioned a ten-year, four-phase development plan for the building of the project. The Youth Ranch will finish its second ten-year development in 2000. The 40-building Ingram campus, sprawling now over 300 acres, has become a nationally-renowned treatment center and home for up to 70 children at a time.

In 1996, the Ranch was given the historic Big Springs Ranch near Leakey, Texas, a 7000 acre working cattle ranch at the headwaters of the Frio River, to develop an inter-generation village for children and seniors. HCYR is now in phase II of a ten year plan to develop a multi-dimensional program, including a children's village, a charter school for at-risk youth, a retirement village, a

wilderness park for underprivileged youth and a conference and retreat center for professional caregivers.

Priour has participated in the evolution of the Texas state care system since opening the Youth Ranch in 1977. He has served on the Board of Directors of the Texas association of Licensed Children's Services, been State Chairman of the Residential Treatment Section of TALCS, served as President of the Texas Alliance for Children, and worked on two state task forces since 1995 whose goal was to revamp the service delivery system for at-risk children in Texas.

- c. Dr. John L. Givens was selected by Gary and appointed by the HCYR Board to take the lead in preparing the application and act as volunteer CEO of the school. As CEO he is automatically a member of the SMB. John is a retired school administrator who has served 19 years as principal in Kenedy ISD and San Angelo ISD, assistant superintendent for instruction and Chief Instructional Officer at Klein ISD, and superintendent at Ingram ISD. He has also served as vice-president for operations and business manager at Presbyterian Mo-Ranch Assembly, a large conference center in Hunt, TX. John also served as extension instructor in educational administration for Sul Ross University and served as a member of the State Advisory Council for Title III of the Elementary and Secondary Education Act (innovation) from 1970-74

References:

- Mary Louise Leach, Interim Superintendent and Business Manager for Ingram ISD. Telephone – 830-367-5517. Address: Ingram ISD, 700 Hwy 39, Ingram TX 78025.
- Don Williams, former Elementary Principal, Ingram ISD, telephone: 830-367-5821; address: 302 Whispering Oaks, Ingram TX 78025.
- Dr. E. Otis Moore, former President, Presbyterian Mo-Ranch Assembly. Telephone: 830-367-2018; Address: Jct Hwy Box795D, Kerrville, TX 78028.

- d.. Dr. Philip J. Hamman is a member of the school advisory committee and has been elected as a member of the School Management Board. He has a Ph.D. in Entomology from Texas A&M University. He was an entomology specialist for the Texas

Agricultural Extension Service for 10 years, after which he served as Technical director for the National Pest Control Association for almost 3 years. After returning to the Texas Extension Service he was Extension Urban Entomologist, Associate Department Head and Extension Program Leader and Coordinator of the Agricultural and Environmental Safety Program Group. All of these responsibilities required that he supervise and evaluate the performance of 28 individuals. He team-taught the urban entomology course. Among his other responsibilities he produced over 80 publications written for public use as well as 4 refereed journals articles. The Entomological Society of America cited him twice in his career as developing distinguished programs in Extension and urban Entomology. Other achievements include being elected as President of the Texas Mosquito Control Association receiving the Faculty Distinguished Achievement Award for Continuing Education. He holds memberships in several professional groups and societies. He retired as Professor Emeritus in 1996.

- e. Brenda Atkins is a member of the school advisory committee and has been elected to the SMB.. She has resided full time in Real County since 1997, having previously resided both in San Antonio and Real County.

Ms. Atkins holds a BS in Education from Southwest Texas State University, with majors in speech and hearing therapy, and elementary education, and a minor in English. She received the M.Ed. from SWT in 1971, with major emphases in special education and speech pathology and a minor in Psychology. She holds four provisional and two professional certificates from the Texas Education Agency and a license from the State Board of Examiners of Speech Pathologists and Audiologists.

Mrs Atkins is a retired educator having worked her first two years at San Marcos CISD and the remaining 28 in Alamo Hights ISD, San Antonio, Texas. Positions she held were resource teacher, speech/language pathologist, educational diagnostician, director of special education and director of pupil services.

Brenda has maintained her license in speech/language pathology and currently serves as supervisor of speech pathology assistants for Cluster V Special Education Cooperative, which serves a number of school districts in Real and Uvalde counties.

Ms. Atkins has participated in various writing courses and workshops for the last thirteen years and is currently the Leakey correspondent for the *Uvalde Leader-News*, which serves Uvalde and Real counties.

References:

Personal Rana and Charles Sanders
HCR 01 Box 910
Leakey, Texas 78873
830-232-6759

Educational: Dr. Jerry D. Christian,
Superintendent
Alamo Hights ISD
7101 Broadway
San Antonio, Texas 78209
210-824-2483

Writing: Marylyn Croman, Writer-Teacher-Editor:
273 Cave Lane
San Antonio, Texas 78209

f. Judy Taylor is a member of the school advisory committee and has been selected for the SMB. She operates a retreat center in Real County and was formally an Elementary Principal in Austin ISD.

2. Describe what role each person will play and why he/she has chosen to support the application.

Each of the members of the school advisory committee was chosen because they were residents in the school attendance area, expressed an interest in helping to develop the school, and had a sincere interest in children and their education. Brenda and Judy are retired teachers, Phillip is a retired A & M professor and a member of the Leakey School Board. Three of these persons will be appointed to the School Management Board. Each of these persons will be elected to the School Management Board by the HCYR board.

3. Describe the following: (concerning HCYR board)

a. **Officer positions designated:**

President	Harold Buel
vice-president	Brent Bates
Secretary	Jami Carrol-Hinton
Treasure	John Bakke III

- b. The manner in which officers are selected and removed from office:**
Officers are elected at the regular Board of Directors March meeting and serve a three year term..
 - c. The manner in which the members of the governing body are selected and removed from office:**
Governing body members are nominated and elected at the regular board of Directors March meeting and they serve for three years.
 - d. The manner in which vacancies on the governing body are filled.**
The Board of Directors will elect persons to fill vacancies as they arise.
 - e. The term for which members of the governing body serve:**
Members of the governing body serve terms of three years.
 - f. Whether the terms are to be staggered:**
The terms are staggered.
- 4. Include any plans for further recruitment of founders or organizers of the school.**
The HCYR Board may appoint new members to the Advisory Board, has appointed four members of the School Management Board and will appoint the fifth member later this year.

B. School Management Board

- 1. Biographical Affidavit for each member of the school management board**

The school management board has not yet been appointed by the HCYR board.

- 2. Describe the following**

- a. **the officer positions designated :**
Officers of the SMB will be chairman, vice-chairman, and secretary.
- b. **the manner in which officers are selected and removed from office.**
Officers are selected by vote of the members of the SMB at the regular July meeting each year. They are removed from office if the SMB determines that they have missed 3 consecutive meetings without an adequate excuse.
- c. **the manner in which members of the SMB are selected and removed from office.**
The members of the SMB are selected to serve a term of three years. At the end of each term the HCYR Board will appoint a replacement and the outgoing member is eligible to be re-selected. At the first appointment only, one member will be appointed to serve 1 year, one member will serve 2 years, and two members will serve for three years. The CEO or the Superintendent will automatically be a member of the SMB. Members of the SMB may be removed from office if the HCYR board determines that they are no longer interested in the school and fail to meet regularly, or if the member acts in a way that the HCYR believes will damage the conduct or reputation of the school.
- d. **the manner in which vacancies on the SMB are filled:**
If a member resigns or otherwise leaves the board he/she is replaced by the HCYR Board to serve the remaining term.
- e. **Term for which members of the SMB will serve:**
three years (3) except the first year as noted above.
- f. **Whether the terms are to be staggered:**
yes

- 3. **Specify the extent to which any private entity will be involved in the operation of your charter school.**
At present there are no plans for any private entity to be involved in the operation of our charter school.
- 4. **The manner in which the charter school will conduct**

textbook selection:

Until the faculty grows significantly the entire faculty will be the textbook selection committee. The committee will follow all procedures that are appropriate that are set up by the TEA.

IV. School Demographics

A. What are the school's enrollment projections for the first five years? What is the maximum enrollment for the first five years. What grades will be served? How many students are expected to be in each grade or grouping? What is the maximum class size allowed?

1. Enrollment Projections for the first five (5) years:

<u>Year</u>	<u>Students</u>	<u>At-Risk</u>	<u>Regular</u>	<u>Ranch</u>	<u>Leakey</u>	<u>Grades</u>
2001-02	30	23	7	16	14	6- 9
2002-03	45	34	11	24	21	6-10
2003-04	60	45	15	32	28	6-11
2004-05	75	56	19	40	35	6-12
2005-06	90	68	22	48	42	6-12

Note: Total students enrolled may be increased by 25% if the School Management Board determines it is in the best interest of the school and the individual students. This increase may be introduced at any time after the first year.

2. The maximum enrollment goal is 90, with the provision that the School Management Board may increase enrollment by 25% if it determines that it is in the best interest of the school and the individual students. If this provision is considered it is not to increase the teacher/pupil ratio to greater than 16/1 plus special education teachers. Note: The adult (teachers & aides)/pupil ratio shall not exceed 8/1.

3. The school is planned to serve grades 6-12. It is planned to begin with grades 6-9 with one grade to be added each year. In exceptional cases the School Management Board may approve a pupil(s) in any secondary grade. It is intended that each grade will have a near equal number of students, although this balance may be difficult in the early years.

4. Class size will be determined by the educational specifications for each class or subject area. We expect that the regular class teacher/pupil ratio will be about 1/16, plus teacher aides that will cause the adult/pupil ratio to be about 1/8.

B. Describe the region where the school will be located.

The school will serve Real County and the area of Leakey ISD that falls outside of Real County. This is primarily a rural area located in the hill country. The Frio River runs through the county. Leakey serves as county seat of Real County. The river attracts numerous

tourists and the climate is attractive to retired families. However, Real County is primarily ranch country.

- C. Why was this area selected? Are there alternative locations?**
The school is being created to serve the Big Springs Ranch for Children, a residential placement home (foster care), and children from this area whose parents believe that this school can best serve their children. In the early planning for Big Spring Ranch for Children we were told by the Leakey ISD that the influx of children caused by the children's home would cause severe problems for the Leakey ISD. Their schools are crowded and the children would only make matters worse. At that point we decided that because we did not want to cause problems for the Leakey ISD it would be appropriate to apply for a charter school. We feel that contact with non-ranch children will benefit our program of helping our children prepare for returning to the world. We also feel that our program of Personalized Continuous Progress will benefit many of those children from the local area.

The school will be located on a 7000 acre ranch that has been given to and become a part of the sponsoring institution, the Hill Country Youth Ranch. The HCYR is providing the location and is building the building that will house the school. The property, the building and the continuing support of the project make this location desirable.

V. Human Resource Information

- A. Describe your human resources policies governing salaries, contracts, hiring, and dismissal, sick and other leave, and benefits.**

1. Salaries, basic

- a. Degreed, certified teachers' salaries will be based on TEA minimum salaries for 10 months. Degreed, non-certified teachers with five or more years of successful experience in a private school will be on the same basis as certified teachers. Non-degree teachers in certain subjects (music, art, vocational, etc.), may be employed for their specialty at the same salary schedule if recommended by the CEO (or superintendent) and approved by the SMB. The SMB may approve an additional salary increment, if necessary, to secure teachers qualified for our program. The SMB may also approve additional salary increments for special leadership assignments, such as Head Teacher and Department Chairman. The SMB may extend the period of employment for summer assignments at the same monthly rate.
- b. Salaries, para-professional – teacher aids, secretaries, and other non-instructional personnel will be placed on a salary

schedule of 1/2-2/3 of teacher salary.

2. **Contracts.**

Teachers will receive contracts for 10, 11, or 12 months employment upon election by the SMB. In all cases salaries will be paid monthly in 12 equal payments.

Para-professional personnel will receive "at-will" contracts based on a monthly salary to be paid monthly.

3. **Objective criteria for decisions regarding the hiring, dismissal, re-assignment, probation, and demotion of school personnel shall include:**

- a. Academic or technical preparation supported by transcripts;
- b. Proper certification and/or experience for specific programs, subjects, or positions.
- c. Experience
- d. Recommendations and references
- e. Evaluations
- f. Suitability for the position and personal competence.
- g. The needs of the school

4. **Termination and Suspension**

- a. An employee may be terminated at the end of the contract period if the SMB determines that such termination will serve the best interests of the school.
- b. The SMB may suspend or terminate at any time for:
 - good cause as determined by the SMB (note: if any contract is terminated for good cause, the employee shall be given reasonable notice in writing of the charges against him/her set out in sufficient detail to fairly enable the employee to show any error that might exist.)
 - a financial emergency that requires reduction in personnel (Ed. Code 21:211a).

5. **Leaves and absences**

Leave Policy

"Old State" Sick Leave

(Earned and accrued prior to May 30, 1995. While state sick leave is no longer earned, past years' accumulation, if any, is retained and continues to be transferable from district to district but may not be used for personal business nor for any reasons other than those allowed.)

State Personal Leave

Effective May 30, 1995, all school district employees can earn up to five (5) days of state personal leave per year, which may accumulate without limit and may be transferred from district to district. State Personal Leave is advanced at

the beginning of each school year. Should any employee leave the School before the leave is actually earned, the cost of the unearned leave is deducted from the employee's final pay.

Non-discretionary Personal Leave

Leave for the employee's own illness or for family illness, emergency, or death in the employee's family (to be used for the same reasons as for the "old-state" sick leave earned and accrued prior to May 30, 1995). Note: "Old State" Sick leave shall be used first.

Discretionary Personal Leave.

Leave taken at the individual employee's discretion, for which it is possible to set a schedule in advance. A request for use of discretionary personal leave should be submitted to the CEO or Superintendent seven (7) calendar days in advance of the anticipated absence. Discretionary personal leave shall be granted on a first-come, first-serve basis, with consideration of the percent of campus employees in each category absent at the same time for discretionary leave. Use of discretionary leave shall be considered granted upon written approval from the CEO or Superintendent.

Discretionary personal leave may not be taken for more than two (2) consecutive days except in extenuating circumstances as determined by the CEO or Superintendent.

Discretionary Personal Leave **shall not be allowed** in the following circumstances:

- The day before or after a school holiday.
 - Days scheduled for end-of-semester or end-of-year exams.
 - Days scheduled for TAAS tests.
 - Professional or staff development days.
5. All professional personnel and any employee who may be required or allowed to supervise students will be required to take special training required by the state for working with residential students.

B. Administrators

1. Biographical Affidavit for each administrator of the school.

At present Dr. John L. Givens, CEO is the only administrator of the school. He was appointed by the HCYR board to plan the school, write the application, and serve until a superintendent is employed for the third year of the school. A head teacher will be employed as teachers are hired and serve until a superintendent is employed.

2. Powers and duties

a. **Who will be the school's Chief Executive Officer? Describe the chain of command.**

John L. Givens will serve as the school's CEO for the first two years. He will serve as a volunteer and will not be full time at the school. He will be available as needed. He will serve as educational officer, and will be responsible for financial and attendance reporting.

Beginning with the third year a superintendent will be employed and will become the CEO.

SMB

CEO or Superintendent

general administration instructional leader board relations public relations

Head Teacher

Teacher

Teacher

Teacher

b. **What experience has the proposed CEO had in managing a school and/or business?**

John L. Givens has served 19 years as a Principal in Kenedy ISD and San Angelo ISD; 1 year as Chief Instructional Officer at Klein ISD; 5 years as Superintendent at Ingram ISD; 5 years as vice-president for Operations and Business Manager at Presbyterian Mo-Ranch Assembly, a large church conference center; 2 years teaching extension classes in school administration for Sul Ross University; and, member of the State Advisory Council for Title III ESEA (innovation) 1970-74.

c. **What criteria will the founders use to choose the school's academic and financial leaders.**

Administrators will be considered on the basis of experience in administration, instruction, finance, and innovation. The full-time superintendent employed in year three will be considered on the same criteria and on familiarly with operation and regulations of children's homes.

d. **Provide a complete job description for the CEO, school academic director, financial director and other administrative personnel.**

The current CEO will serve as chief administrator, school academic director, financial and attendance director. He will supervise the development of the instructional program, in-service training, and monitor the instructional program. He will work closely with

the Head Teacher and supervise his/her work. The CEO will be responsible for the financial management of the school. At present, he plans to employ a consultant to manage the financial reporting. He will also direct and be responsible for attendance accounting. The CEO will be a member of the SMB.

The Superintendent who will be employed to replace the current CEO will assume all of the duties of the CEO, will be employed to serve 75% of his time, effort and salary as Superintendent of Schools, and 25% as Superintendent of the Children's Home. In addition to the duties listed above he will be responsible of coordinating the activities of the two agencies.

The Head Teacher will be the leader of the instruction team. He/she will coordinate the instructional duties of the other teachers, evaluate the other teachers, work with the CEO to provide the best possible instruction for the students. This position will last only until a full-time superintendent is employed.

e. How will administrative personnel be evaluated?

The Head Teacher will be evaluated by the CEO. Evaluating will include observation, performance as a teacher, performance by teachers under his/her supervision, quality of the curriculum development efforts, and by the achievement of the pupils. The CEO and later the Superintendent will be evaluated by the SMB. The SMB will base evaluations on Administrator/Board relationships, performance by the personnel under his/her supervision, progress in program development, community relations, and progress of the students of the school. The SMB will design the procedures in the evaluation of the Superintendent.

f. What will be the salary range and benefits for administrative staff.

The current CEO will act as a volunteer without pay. The Superintendent who will be employed after two years and other administrators who may be employed in the future will have salaries based on the current salary levels for administrators with similar responsibilities.

C. For Faculty and Staff

- 1. Include a description of the qualifications to be required for all classroom teachers and staff.**

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c. **For Faculty and Staff**

1. **Include a description of the qualifications to be required for all classroom teachers and staff.**

Same page as one before

All teachers of core subjects must have a degree and a Texas teaching certificate. A teacher with five years successful experience in a private school may substitute that experience for a certificate, except for special education.

Teachers of non-core subjects, such as music, art, vocational, etc. may substitute experience and abilities for the degree and/or certificate requirement if their abilities in their specialties are obvious and they are otherwise qualified.

Teacher aides must have a high school diploma and the specific qualifications for the particular job. Persons with college work may receive preference.

In all cases, the CEO and the teacher selection committee of the SMB will give their approval of both teachers and aides.

2. Describe the targeted staff size and the teacher-to-pupil ratio.

The Minimum staff size shall be 1:8 adult to student. The usual minimum teacher to student ratio should be at least 1:16. Additional adults would consist of teachers and aides. The original staff (2001-02) is expected to be two classroom or special education teachers and two teacher aides. The plan is to add one teacher and one aide each year as the school grows. Some adjustment may be required if our enrollment is not at maximum size, but the 1:16 teach to pupil ratio and the 1:8 adult to student ratio shall not be exceeded.

3. Identify the proposed faculty and staff if possible.

The actual staff has not been employed since it will be a full year before the Charter School will open. However, the positions expected at year one are:

- Special Education teacher
- Language Arts/Social Studies (plus 1 elective) teacher
- Math/Science (plus 1 elective) teacher
- Three (3) teacher aides.
- One half time office secretary.

One of the teachers will be designated as Head Teacher.

4. How will faculty and staff be evaluated?

Each person will be evaluated on:

- Teaching methods and effectiveness.
- Ability to work with students, particularly with at-risk students.
- Ability and willingness to participate in program development, special projects, and effectiveness in these areas.
- Ability to motivate, teach, and discipline (if necessary) the

students assigned.

- Ability and willingness to work with children, particularly the rules and regulations designated by the State of Texas for residential treatment centers.
- Results received by students as measured by test results.
- Student behavior.
- Ability to work as a team with other school personnel.

Teacher aides will be evaluated cooperatively by the teacher and the Head Teacher based on the above criteria, as it fits the duties of that aide.

The Head Teacher will be evaluated by the CEO and the Personnel Committee of the SMB on the above criteria and on his/her ability to lead the faculty in both their teaching and program development responsibilities.

5. Provide complete job descriptions of all charter school faculty and staff, including instructional and non-instructional duties.

- All teachers and aides will be expected to participate in the development of the specific program and procedures of the personalized continuous progress program. The staff will be given the basic assumptions of the program and the expected achievement to meet the stated goals. The staff will develop the specific organization and methods of instruction.
- All teachers and aides will be expected to participate in all appropriate in-service and staff development activities.
- All staff will be responsible for monitoring student behavior in the instructional setting and for behavior in the common areas and grounds. Specific duty assignments may be used.
- The teacher of language arts - reading and social studies will teach and evaluate these subjects as well as one elective subject. The teacher is to work closely with the special education teacher.
- The teacher of science and math will teach and evaluate these subjects as well as one elective subject. The teacher is to work closely with the special education teacher.
- The special education teacher is to administer the special education program including, but not limited to, identification of needs, conducting the various required meeting, monitoring the individual educational programs, testing and evaluation, and teaching, as appropriate.
- Teacher aides will perform duties prescribed to assist the teacher he/she is helping. They will participate in all

possessing, using, or being under the influence of marijuana or a controlled substance, a dangerous drug, abusable glue or aerosol paint or volatile chemical, or an alcoholic beverage. The use of illegal drugs and unlawful possession and use of alcohol is wrong and harmful.

- Engaging in inappropriate physical or sexual contact disruptive to other students or the school environment.
- Fighting.
- Damaging or vandalizing property owned by other students or school and employees.
- Leaving the school grounds or events without permission.
- Smoking or possessing or using tobacco products.
- Cheating or copying the work of another student.

School Dress Policy – The school's code is established to teach hygiene, instill discipline, prevent disruption, and avoid safety hazards. Students should come to school looking neat and wearing clothing and exhibiting grooming that will not be a health or safety hazard to the student or others.

Electronic Devices: Radios, walkmans, jamboxes, and other hand-held electronic devices (including video games) unless special approval has been obtained through a teacher or administrator.

Automobiles: Students are prohibited from bringing automobiles to the Ranch. Students must ride the bus or be driven by parents.

2. Describe your school's policies regarding student expulsion and suspension. Include a description of procedures that satisfy due process requirements.

We do not believe that expulsion, except as required by state law, to be an effective tool for enforcing discipline. If the need arises we feel that the parent must be a part of the disciplinary process. If it becomes necessary we plan to arrange a meeting of the CEO or superintendent, the parents, school employees that may be involved, the student, and a local law enforcement officer, if relevant. This group will examine what has happened and seek to discover an action that will help the student change his/her behavior. Suspension will be used as a step in the expulsion hearing, if necessary. The parent will be notified in person or by telephone and will also receive a written notice of the offense and requirement to meet with school personnel. The purpose of the meeting is to be clear on all issues and to jointly discover the best solution to the problem. We believe that the notification and the inclusion of both the child and the parents in the decision process will exceed any due process requirements.

3. Describe your school's mandatory student attendance plan and its fit with the code of conduct and the mission of the school.

The school will expect each student to attend school every day except in the event of illness, illness or death in the family, or in cases pre-arranged by the student's parents. The code of conduct specifies that attendance is mandatory and the mission of the school depends on the daily instruction of each student. Particularly, since most of the students are "at risk" it is very important that each child take every opportunity to learn. Excessive unexcused absences will lead to a parent-teacher meeting.

VI. Business Plan

A. Financial Management

1. Develop a preliminary startup budget, covering only the planning and capital expenses necessary before school opening (MUST BE COMPLETED ON STATE-PROVIDED TEMPLATE A) and with supporting letters of credit and documentation verifying private sources of funds.

The preliminary startup budget will be used for staff development and planning. This is essential to our program. We will also use these funds for for the purchase of equipment and teaching supplies.

We hope to use startup grant funds and from foundation grants and gifts from our community support groups. We do not have funds at present but are confident that funds will be available.

The budget will be found just preceding the three (3) year budget following #2.

2. Present a three (3) year budget covering all projected sources of revenue, both public and private, and planned expenses (MUST BE COMPLETED ON STATE PROVIDED TEMPLATE).

The three (3) budget will be on the pages that follow.

3. Present a three (3) year cash flow projection showing monthly in flows from all sources by month, including loans and all monthly completed on state-provided template.

The three (3) year cash flow projection will follow the budget the budget pages.

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The budget will be found just preceding the three (3) year budget following #2.

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PRELIMINARY STARTUP BUDGET

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				\$0
State Sources				\$0
Federal Sources				\$0
Other Sources		40,000		\$40,000
Total Estimated Revenues		\$40,000	\$0	\$40,000
Estimated Expenses:				
Payroll Costs	6100	5,000		\$5,000
Professional and Contracted Service:	6200			\$0
Supplies and Materials	6300	35,000		\$35,000
Other Operating Costs	6400			\$0
Debt Expense	6500			\$0
Total Estimated Expenses		\$40,000	\$0	\$40,000
Gains	7950			\$0
Losses	8950			\$0
Change in Net Assets		\$0	\$0	\$0
Net Assets at End of Year		\$0	\$0	\$0

PRELIMINARY STARTUP BUDGET

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Instruction	11				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300	35,000	35,000	
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Instruction			\$0	\$0	\$0
Instructional Resources and Media Services	12				
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 Instructional Resources and Media Services			\$0	\$0	\$0
Curriculum Development and Instructional Staff Development	13				
Payroll Costs		6100	5,000		\$5,000
Professional and Contracted Service:		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

	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Net Assets at Beginning of Year		0	0	\$0
Estimated Revenues:				
Local Sources		0	4900	\$4,900
State Sources		258,720	21,100	\$279,820
Federal Sources				
Other Sources		0	0	\$0
Total Estimated Revenues		\$258,720	\$26,000	\$284,720
Estimated Expenses:				
Payroll Costs	6100	177,000	7,800	\$184,800
Professional and Contracted Service:	6200	21,000	2,000	\$23,000
Supplies and Materials	6300	36,000	14,500	\$50,500
Other Operating Costs	6400	8,000	1,000	\$9,000
Debt Expense	6500	0	0	\$0
Total Estimated Expenses		\$242,000	\$25,300	\$267,300
Gains	7950	16,720	700	\$17,420
Losses	8950			\$0
Change in Net Assets		\$16,720	\$700	\$17,420
Net Assets at End of Year		\$16,720	\$700	\$17,420

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Instruction	11				
Payroll Costs		6100	147,500	0	\$147,500
Professional and Contracted Service:		6200	5,000	0	\$5,000
Supplies and Materials		6300	24,000	0	\$24,000
Other Operating Costs		6400	0	0	\$0
Debt Expense		6500	0	0	\$0
Total Instruction			\$176,500	\$0	\$176,500
Instructional Resources and Media Services	12				
Payroll Costs		6100	0	0	\$0
Professional and Contracted Service:		6200	0	0	\$0
Supplies and Materials		6300	6,000	0	\$6,000
Other Operating Costs		6400	0	0	\$0
Debt Expense		6500	0	0	\$0
Total Instructional Resources and Media Services			\$6,000	\$0	\$0
Curriculum Development and Instructional Staff Development	13				
Payroll Costs		6100	5,000	0	\$5,000
Professional and Contracted Service:		6200	1,000	0	\$1,000
Supplies and Materials		6300	500	0	\$5,000
Other Operating Costs		6400	500	0	\$500
Debt Expense		6500	0	0	\$0
Total Curriculum and Instructional Staff Development			\$7,000	\$0	\$7,000

Charter School Budget Categories (Continued)

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

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	0	\$0
Professional and Contracted Service:		6200	0	0	\$0
Supplies and Materials		6300	0	0	\$0
Other Operating Costs		6400	0	0	\$0
Debt Expense		6500	0	0	\$0
Total Social Work Services			\$0	\$0	\$0
Health Services:	33				
Payroll Costs		6100	0	0	\$0
Professional and Contracted Service:		6200	0	0	\$0
Supplies and Materials		6300	0	0	\$0
Other Operating Costs		6400	0	0	\$0
Debt Expense		6500	0	0	\$0
Total Health Services			\$0	\$0	\$0
Student Transportation	34				
Payroll Costs		6100	0	4,200	\$4,200
Professional and Contracted Service:		6200	0	1,000	\$1,000
Supplies and Materials		6300	0	2,500	\$2,500
Other Operating Costs		6400	0	500	\$500
Debt Expense		6500	0	0	\$0
Total Student Transportation			\$0	\$8,200	\$8,200

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Food Services:	35				
Payroll Costs		6100	0	3,600	\$3,600
Professional and Contracted Service:		6200	0	1,000	\$1,000
Supplies and Materials		6300	0	12,000	\$12,000
Other Operating Costs		6400	0	500	\$500
Debt Expense		6500	0	0	\$0
Total Food Services			\$0	\$17,100	\$17,100
Cocurricular/Extracurricular Activities:	36				
Payroll Costs		6100	0	0	\$0
Professional and Contracted Service:		6200	0	0	\$0
Supplies and Materials		6300	0	0	\$0
Other Operating Costs		6400	0	0	\$0
Debt Expense		6500	0	0	\$0
Total Cocurricular/Extracurricular Activities:			\$0	\$0	\$0
General Administration:	41				
Payroll Costs		6100	7,500	0	\$7,500
Professional and Contracted Service:		6200	15,000	0	\$15,000
Supplies and Materials		6300	500	0	\$500
Other Operating Costs		6400	5,000	0	\$5,000
Debt Expense		6500	0	0	\$0
Total General Administration			\$28,000	\$0	\$28,000

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	15,000	0	\$15,000
Professional and Contracted Service:		6200	2,000	0	\$2,000
Supplies and Materials		6300	5,000	0	\$5,000
Other Operating Costs		6400	1,000	0	\$1,000
Debt Expense		6500	0	0	\$0
Total Plant Maintenance and Operations			\$23,000	\$0	\$23,000
Security and Monitoring Services:					
	52				
Payroll Costs		6100	0	0	\$0
Professional and Contracted Service:		6200	0	0	\$0
Supplies and Materials		6300	0	0	\$0
Other Operating Costs		6400	0	0	\$0
Debt Expense		6500	0	0	\$0
Total Security and Monitoring Services:			\$0	\$0	\$0
Data Processing Services:					
	53				
Payroll Costs		6100	0	0	\$0
Professional and Contracted Service:		6200	0	0	\$0
Supplies and Materials		6300	0	0	\$0
Other Operating Costs		6400	0	0	\$0
Debt Expense		6500	0	0	\$0
Total Data Processing Services			\$0	\$0	\$0

Charter School Budget Categories (Continued)

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

Charter School Budget Categories

	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Net Assets at Beginning of Year		16,720	700	\$17,420
Estimated Revenues:				
Local Sources		0	7,350	\$7,350
State Sources		383,422	31,650	\$415,072
Federal Sources		0	0	\$0
Other Sources		0	0	\$0
Total Estimated Revenues		\$383,422	\$39,000	\$422,422
Estimated Expenses:				
Payroll Costs	6100	252,000	13,500	\$287,500
Professional and Contracted Service:	6200	20,000	2,000	\$22,000
Supplies and Materials	6300	63,500	23,000	\$86,500
Other Operating Costs	6400	2,500	0	\$2,500
Debt Expense	6500	0	0	\$0
Total Estimated Expenses		\$338,000	\$38,500	\$398,500
Gains	7950	23,422	500	\$23,922
Losses	8950	0	500	\$500
Change in Net Assets		\$23,422	\$500	\$21,922
Net Assets at End of Year		\$40,142	\$1,200	\$41,342

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Instruction	11				
Payroll Costs		6100	200,000	0	\$200,000
Professional and Contracted Service:		6200	0	0	\$0
Supplies and Materials		6300	22,500	0	\$22,500
Other Operating Costs		6400	0	0	\$0
Debt Expense		6500	0	0	\$0
Total Instruction			\$222,500	\$0	\$222,500
Instructional Resources and Media Services	12				
Payroll Costs		6100	0	0	\$0
Professional and Contracted Service:		6200	0	0	\$0
Supplies and Materials		6300	30,000	0	\$30,000
Other Operating Costs		6400	0	0	\$0
Debt Expense		6500	0	0	\$0
Total Instructional Resources and Media Services			\$30,000	\$0	\$30,000
Curriculum Development and Instructional Staff Development	13				
Payroll Costs		6100	10,000	0	\$10,000
Professional and Contracted Service:		6200	2,000	0	\$2,000
Supplies and Materials		6300	1,000	0	\$1,000
Other Operating Costs		6400	1,000	0	\$1,000
Debt Expense		6500	0	0	\$0
Total Curriculum and Instructional Staff Development			\$14,000	\$0	\$14,000

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Instructional Leadership:	21				
Payroll Costs		6100	0	0	\$0
Professional and Contracted Service:		6200	0	0	\$0
Supplies and Materials		6300	0	0	\$0
Other Operating Costs		6400	0	0	\$0
Debt Interest		6500	0	0	\$0
Total Instructional Leadership			\$0	\$0	\$0
School Leadership:	23				
Payroll Costs		6100	2,000	0	\$2,000
Professional and Contracted Service:		6200	0	0	\$0
Supplies and Materials		6300	0	0	\$0
Other Operating Costs		6400	9	9	\$0
Debt Interest		6500	9	9	\$0
Total School Leadership			\$2,000	\$0	\$2,000
Guidance, Counseling and Evaluation Services	31				
Payroll Costs		6100	0	0	\$0
Professional and Contracted Service:		6200	0	0	\$0
Supplies and Materials		6300	0	0	\$0
Other Operating Costs		6400	0	0	\$0
Debt Interest		6500	0	0	\$0
Total Guidance, Counseling and Evaluation Services			\$0	\$0	\$0

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	0	\$0
Professional and Contracted Service:		6200	0	0	\$0
Supplies and Materials		6300	0	0	\$0
Other Operating Costs		6400	0	0	\$0
Debt Expense		6500	0	0	\$0
Total Social Work Services			\$0	\$0	\$0
Health Services:	33				
Payroll Costs		6100	0	0	\$0
Professional and Contracted Service:		6200	0	0	\$0
Supplies and Materials		6300	0	0	\$0
Other Operating Costs		6400	0	0	\$0
Debt Expense		6500	0	0	\$0
Total Health Services			\$0	\$0	\$0
Student Transportation	34				
Payroll Costs		6100	0	8,500	\$8,500
Professional and Contracted Service:		6200	0	1,000	\$1,000
Supplies and Materials		6300	0	5,000	\$5,000
Other Operating Costs		6400	0	500	\$500
Debt Expense		6500	0	0	\$0
Total Student Transportation			\$0	\$15,000	\$15,000

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Food Services:	35				
Payroll Costs		6100	0	5,000	\$5,000
Professional and Contracted Service:		6200	0	1,000	\$1,000
Supplies and Materials		6300	0	18,000	\$18,000
Other Operating Costs		6400	0	500	\$500
Debt Expense		6500	0	0	\$0
Total Food Services			\$0	\$24,500	\$24,500
Cocurricular/Extracurricular Activities:	36				
Payroll Costs		6100	0	0	\$0
Professional and Contracted Service:		6200	0	0	\$0
Supplies and Materials		6300	0	0	\$0
Other Operating Costs		6400	0	0	\$0
Debt Expense		6500	0	0	\$0
Total Cocurricular/Extracurricular Activities:			\$0	\$0	\$0
General Administration:	41				
Payroll Costs		6100	15,000	0	\$15,000
Professional and Contracted Service:		6200	14,000	0	\$14,000
Supplies and Materials		6300	5,000	0	\$5,000
Other Operating Costs		6400	500	0	\$500
Debt Expense		6500	0	0	\$0
Total General Administration			\$34,500	\$0	\$34,500

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	25,000	0	\$25,000
Professional and Contracted Service:		6200	4,000	0	\$4,000
Supplies and Materials		6300	5,000	0	\$5,000
Other Operating Costs		6400	1,000	0	\$1,000
Debt Expense		6500	0	0	\$0
Total Plant Maintenance and Operations			\$35,000	\$0	\$35,000
Security and Monitoring Services:					
	52				
Payroll Costs		6100	0	0	\$0
Professional and Contracted Service:		6200	0	0	\$0
Supplies and Materials		6300	0	0	\$0
Other Operating Costs		6400	0	0	\$0
Debt Expense		6500	0	0	\$0
Total Security and Monitoring Services:			\$0	\$0	\$0
Data Processing Services:					
	53				
Payroll Costs		6100	0	0	\$0
Professional and Contracted Service:		6200	0	0	\$0
Supplies and Materials		6300	0	0	\$0
Other Operating Costs		6400	0	0	\$0
Debt Expense		6500	0	0	\$0
Total Data Processing Services			\$0	\$0	\$0

Charter School Budget Categories (Continued)

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

Charter School Budget Categories

	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Net Assets at Beginning of Year		40,142	1200	\$41,342
Estimated Revenues:				
Local Sources			9,800	\$9,800
State Sources		516,391	42,200	\$558,591
Federal Sources		0	0	\$0
Other Sources		0	0	\$0
Total Estimated Revenues		<u>\$516,391</u>	<u>\$52,000</u>	<u>\$568,391</u>
Estimated Expenses:				
Payroll Costs	6100	354,000	18,500	\$372,500
Professional and Contracted Service:	6200	18,000	3,000	\$21,000
Supplies and Materials	6300	73,000	27,000	\$100,000
Other Operating Costs	6400	8,000	1,000	\$9,000
Debt Expense	6500	0	0	\$0
Total Estimated Expenses		<u>\$253,000</u>	<u>\$49,500</u>	<u>\$502,500</u>
Gains	7950	63,391	2,500	\$65,891
Losses	8950	0	0	\$0
Change in Net Assets		<u>\$103,533</u>	<u>\$3,700</u>	<u>\$107,233</u>
Net Assets at End of Year		<u>\$83,533</u>	<u>\$2,700</u>	<u>\$86,233</u>

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Instruction	11				
Payroll Costs		6100	259,000	0	\$259,000
Professional and Contracted Services		6200	0	0	\$0
Supplies and Materials		6300	30,000	0	\$30
Other Operating Costs		6400	5,000	0	\$5,000
Debt Expense		6500	0	0	\$0
Total Instruction			\$294,000	\$0	\$294,000
Instructional Resources and Media Services	12				
Payroll Costs		6100	0	0	\$0
Professional and Contracted Services		6200	0	0	\$0
Supplies and Materials		6300	30,000	0	\$30,000
Other Operating Costs		6400	0	0	\$0
Debt Expense		6500	0	0	\$0
Total Instructional Resources and Media Services			\$30,000	\$0	\$30,000
Curriculum Development and Instructional Staff Development	13				
Payroll Costs		6100	10,000	0	\$10,000
Professional and Contracted Services		6200	2,000	0	\$20,000
Supplies and Materials		6300	1,000	0	\$1,000
Other Operating Costs		6400	1,000	0	\$1,000
Debt Expense		6500	0	0	\$0
Total Curriculum and Instructional Staff Development			\$14,000	\$0	\$14,000

Charter School Budget Categories (Continued)

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

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	0	\$0
Professional and Contracted Service:		6200	0	0	\$0
Supplies and Materials		6300	0	0	\$0
Other Operating Costs		6400	0	0	\$0
Debt Expense		6500	0	0	\$0
Total Social Work Services			\$0	\$0	\$0
Health Services:	33				
Payroll Costs		6100	0	0	\$0
Professional and Contracted Service:		6200	0	0	\$0
Supplies and Materials		6300	0	0	\$0
Other Operating Costs		6400	0	0	\$0
Debt Expense		6500	0	0	\$0
Total Health Services			\$0	\$0	\$0
Student Transportation	34				
Payroll Costs		6100	0	8,500	\$8,850
Professional and Contracted Service:		6200	0	2,000	\$2,000
Supplies and Materials		6300	0	3,000	\$3,000
Other Operating Costs		6400	0	500	\$500
Debt Expense		6500	0	0	\$0
Total Student Transportation			\$0	\$14,000	\$14,000

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Food Services:	35				
Payroll Costs		6100	0	10,000	\$10,000
Professional and Contracted Service:		6200	0	1,000	\$1,000
Supplies and Materials		6300	0	24,000	\$24,000
Other Operating Costs		6400	0	500	\$500
Debt Expense		6500	0	0	\$0
Total Food Services			\$0	\$35,500	\$35,500
Cocurricular/Extracurricular Activities:	36				
Payroll Costs		6100	0	0	\$0
Professional and Contracted Service:		6200	0	0	\$0
Supplies and Materials		6300	0	0	\$0
Other Operating Costs		6400	0	0	\$0
Debt Expense		6500	0	0	\$0
Total Cocurricular/Extracurricular Activities:			\$0	\$0	\$0
General Administration:	41				
Payroll Costs		6100	60,000	0	\$60,000
Professional and Contracted Service:		6200	10,000	0	\$10,000
Supplies and Materials		6300	5,000	0	\$5,000
Other Operating Costs		6400	1,000	0	\$1,000
Debt Expense		6500			\$0
Total General Administration			\$76,000	\$0	\$76,000

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	25,000	0	\$25,000
Professional and Contracted Service:		6200	6,000	0	\$6,000
Supplies and Materials		6300	7,000	0	\$7,000
Other Operating Costs		6400	1,000	0	\$1,000
Debt Expense		6500			\$0
Total Plant Maintenance and Operations			\$39	\$0	\$39,000
Security and Monitoring Services:					
	52				
Payroll Costs		6100	0	0	\$0
Professional and Contracted Service:		6200	0	0	\$0
Supplies and Materials		6300	0	0	\$0
Other Operating Costs		6400	0	0	\$0
Debt Expense		6500	0	0	\$0
Total Security and Monitoring Services:			\$0	\$0	\$0
Data Processing Services:					
	53				
Payroll Costs		6100	0	0	\$0
Professional and Contracted Service:		6200	0	0	\$0
Supplies and Materials		6300	0	0	\$0
Other Operating Costs		6400	0	0	\$0
Debt Expense		6500	0	0	\$0
Total Data Processing Services			\$0	\$0	\$0

Charter School Budget Categories (Continued)

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

Cash Flow Projection Worksheet Yr 3
For the Fiscal Year Ended August 31st, 2004

Name of Charter School Big Springs Charter School
Contact Person John L. Givens
Telephone 830-367-3952

Rounded to Even Dollars

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Beg Balance	\$41,342	\$50,278	\$55,455	\$60,632	\$65,809	\$70,986	\$76,163	\$81,340	\$86,517	\$91,694	\$96,871	\$102,048
Cash Inflows												
Local Sources	\$980	\$980	\$980	\$980	\$980	\$980	\$980	\$980	\$980	\$980	\$980	\$0
State Sources	\$100,715	\$50,806	\$41,305	\$41,305	\$41,305	\$41,305	\$41,355	\$41,355	\$41,255	\$41,005	\$35,935	\$34,943
Federal Sources	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Loans	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Receipts	\$148,037	\$102,054	\$87,741	\$102,918	\$108,084	\$113,271	\$118,495	\$123,675	\$128,752	\$133,679	\$132,805	\$136,991
Cash Outgoes												
Payroll	\$40,609	\$30,609	\$30,609	\$30,609	\$30,606	\$30,609	\$30,608	\$30,608	\$30,608	\$30,608	\$29,208	\$28,208
Services												
Professional Services	\$11,900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900
Rent	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$43,200	\$14,450	\$4,950	\$4,950	\$4,950	\$4,950	\$4,950	\$4,950	\$4,950	\$4,700	\$2,000	\$1,000
Travel & Other Operating	\$3,050	\$650	\$650	\$650	\$650	\$650	\$700	\$700	\$600	\$600	\$50	\$50
Principal and Interest for Loans and Other Financing Obligations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Purchase of Equipment, Furniture, Buildings, Land and Other Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Cash Outgoes	\$98,759	\$46,608	\$37,109	\$37,109	\$37,108	\$37,108	\$37,158	\$37,158	\$37,058	\$36,808	\$30,758	\$29,758
Excess (Deficiency) Cash Inflows to Cash Outgoes for the Month	\$50,278	\$55,455	\$60,632	\$65,809	\$70,986	\$76,163	\$81,340	\$86,517	\$91,694	\$96,871	\$102,048	\$107,233
Ending Balance	\$50,278	\$55,455	\$60,632	\$65,809	\$70,986	\$76,163	\$81,340	\$86,517	\$91,694	\$96,871	\$102,048	\$107,233

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Cash Flow Projection Worksheet Yr 2
For the Fiscal Year Ended August 31st, 2003

Name of Charter School Big Springs Charter School
Contact Person John L Glvans
Telephone 830-367-3952

Rounded to Even
Dollars

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Beg Balance	\$17,420	\$3,445	\$6,690	\$10,335	\$13,780	\$17,225	\$20,670	\$24,115	\$27,560	\$31,005	\$34,450	\$37,895
Cash Inflows												
Local Sources	\$735	\$735	\$735	\$735	\$735	\$735	\$735	\$735	\$735	\$735	\$735	\$0
State Sources	\$86,559	\$33,302	\$31,302	\$29,802	\$29,801	\$29,801	\$30,126	\$29,801	\$29,799	\$29,799	\$27,234	\$27,736
Federal Sources	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Loans	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Receipts	\$104,724	\$37,482	\$38,927	\$40,672	\$44,316	\$47,781	\$51,631	\$54,651	\$56,094	\$51,539	\$61,684	\$55,831
Cash Outgoes												
Payroll	\$33,355	\$23,351	\$23,351	\$23,351	\$23,350	\$23,350	\$23,350	\$23,350	\$23,349	\$23,349	\$21,999	\$21,999
Services												
Professional Services	\$16,600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$0
Rent	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$49,149	\$6,641	\$4,641	\$3,141	\$3,141	\$3,141	\$3,141	\$3,141	\$3,141	\$3,141	\$3,141	\$1,791
Travel & Other Operating	\$2,175	\$0	\$0	\$0	\$0	\$0	\$325	\$0	\$0	\$0	\$0	\$0
Principal and Interest for Loans and Other Financing Obligations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Purchase of Equipment, Furniture, Buildings, Land and Other Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Cash Outgoes	\$101,279	\$30,692	\$28,692	\$27,092	\$27,091	\$27,091	\$27,416	\$27,091	\$27,099	\$27,099	\$23,789	\$24,289
Excess (Deficiency) Cash Inflows to Cash Outgoes for the Month	\$3,445	\$6,690	\$10,335	\$13,780	\$17,225	\$20,670	\$24,115	\$27,560	\$31,005	\$34,450	\$37,895	\$41,342
Ending Balance	\$3,445	\$6,690	\$10,335	\$13,780	\$17,225	\$20,670	\$24,115	\$27,560	\$31,005	\$34,450	\$37,895	\$41,342

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00063

Cash Flow Projection Worksheet Yr 1
 For the Fiscal Year Ended August 31st, 2002

Name of Charter School St. Stephen's Charter School
 Contact Person John L. Ghens
 Telephone 630-367-3952

Rounded to Even
 Dollars

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Beg Balance	\$0	\$3,426	\$2,302	\$2,178	\$3,554	\$4,931	\$6,308	\$7,685	\$9,062	\$6,439	\$9,416	\$9,133
Cash Inflows												
Local Sources	\$490	\$490	\$490	\$490	\$490	\$490	\$490	\$490	\$490	\$490	\$0	\$0
State Sources	\$54,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$15,000	\$20,000	\$15,000	\$25,620
Federal Sources	\$0	\$0										
Loans	\$0	\$0										
Total Receipts	\$54,490	\$23,916	\$22,782	\$22,688	\$24,044	\$25,421	\$26,798	\$28,175	\$24,652	\$26,929	\$24,416	\$34,953
Cash Outgoes												
Payroll	\$20,114	\$16,114	\$16,114	\$16,114	\$16,113	\$16,113	\$16,113	\$16,113	\$16,113	\$16,113	\$14,333	\$14,333
Services												
Professional Services	\$15,500	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$200	\$700
Rent	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$23,450	\$4,700	\$3,700	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$750	\$2,500
Travel & Other Operating	\$2,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$0	\$0	\$0	\$0
Principal and Interest for Loans and Other Financing Obligations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Purchase of Equipment, Furniture, Buildings, Land and Other Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Cash Outgoes	\$51,064	\$21,614	\$20,614	\$19,114	\$19,113	\$19,113	\$19,113	\$19,113	\$19,113	\$17,613	\$16,283	\$17,533
Excess (Deficiency) Cash Inflows to Cash Outgoes for the Month	\$3,426	\$2,302	\$2,178	\$3,554	\$4,931	\$6,308	\$7,685	\$9,062	\$6,439	\$9,416	\$9,133	\$17,420
Ending Balance	\$3,426	\$2,302	\$2,178	\$3,554	\$4,931	\$6,308	\$7,685	\$9,062	\$6,439	\$9,416	\$9,133	\$17,420

04

00061

4. **Do you plan to conduct any fundraising efforts to generate capital or to supplement the per pupil allocations (ADA)? If so, briefly explain fund raising activities and goals.**

The school does not plan to conduct any fundraising efforts to generate capital or to supplement the per pupil allocations. It is possible that the BSRC Auxiliary, the sponsoring institution, or other groups may wish to provide funds to help our school but the school nor the SMB will actively seek to raise funds. The school and/or the SMB may, however, seek to receive grants to enrich our program.

5. **Provide a copy of the current and/or proposed business procedures handbook the school will be using, describe the policies, procedures, and forms for the daily business operation.**

Our charter school will use the services of School Business Office (to become a part of ESC4 charter school services on September 1, 2000). All information necessary for a full accounting program will be sent to ESC4 by fax. All information will be current, updated daily if necessary. All documents requiring signature (checks and other items) will be returned to school by Fed Ex or other messenger. Details are included in Attachment 2.

6. **Provide a copy of the current or proposed monthly budget status report to the board of directors that will be used.**

In addition to information provided by ESC4, we will include a monthly status report to the board. The report has been used by Ingram ISD for over 20 years. (See Attachment 4)

7. **Describe the financial accounting and payroll accounting system to be used and this system's capacity to use the state mandated financial accounting system in the Public Education Management System (PEIMS).**

All financial and payroll accounting will be performed by ESC4 or ESC20, a special provided by the service center specifically for charter schools. This service has been designed and developed for the state mandated financial accounting system in the Public Education Information Management System (PEIMS).

Any financial transaction will be faxed to ESC4 on a same day basis. ESC4 will prepare a check to be mailed back to the school for signature and payment. In some cases, when payment is required on delivery, the office manager will write the check to the supplier. The transaction will be immediately faxed to ESC4.

All checks (except as noted above) will be prepared by the service and returned to the school by Fed Ex or other messenger, signed by the CEO or office manager, and placed in the mail for payment.

Payroll checks will be sent to the school the day prior to pay day to be signed and delivered.

Records required for TEIMS will be sent by the service to ESC20 for use by that department.

B. Facility Management

1. Description of land address for the physical facility.

The school is located on the Big Springs Ranch for Children (formally the Perry Ranch), 8 miles north of Leakey on Highway 83.

2. Explain why this site would be a suitable facility for the proposed school. Address the necessity of renovation to the facility and compliance with applicable building codes. Describe the services of the facility including heating, ventilation, and lighting, sanitary conditions and water supply.

The site is located on the ranch where at least 50% of the students live and is readily available to all areas of the attendance area. There is unlimited space for all types of activities, such as outdoor education and scientific exploration. The school will be new construction, meeting all applicable building codes including TEA. Heating, ventilation, and lighting will meet all architectural standards. Sanitary conditions (septic tank) and water supply will meet all state and county requirements. We must meet all standards required by the state for a children's home.

3. Describe special use areas of the facility including playground/athletic areas, cafeteria, laboratories, general assembly areas, etc.

The initial building (Phase 1) will include a laboratory as one of the three classrooms. It will also be used as a classroom. The laboratory will be designed to use for any of the secondary school science courses. All plans will be approved by TEA prior to construction.

The cafeteria & kitchen will be housed in a temporary building until Phase 2 building is complete. The temporary building plan will be sent to TEA along with the architectural plans for Phase I. It will also be inspected and approved by the Health Department prior to use. It will also serve as the general assembly area.

Playground/athletic areas will be prepared and developed close to the school. We have unlimited space (7,000 ac) to use as required. In addition to the usual school

facilities these areas will include an outdoor education area, hiking trails, etc.

4. **Discuss any progress, partnership developments or future steps toward acquisition of a facility/land.**
The school and land is owned by the sponsoring institution.
5. **Attach a copy of a lease agreement, deed to property or purchase agreement as applicable.**
The school and property is owned by the sponsoring institution.

C. Student Attendance Accounting

Describe your school attendance accounting procedures. Indicate name of computer program to be used for student accounting purposes and describe the capacity of that program to track Student related data required in PEIMS.

Daily school attendance will be taken each morning at the beginning of the second period. Attendance slips will be completed and signed in ink by the teacher. The office will input the data into the computer and file the original slips to be kept for six weeks. At the end of the six week period the office will print a summary of attendance for each teacher to be verified as correct and signed by the teacher. The sheets will be filed for paper back-up and will also be permanently filed on disc, and the information will be sent to ESC20 for processing.

All rules listed in the TEA Student Attendance Accounting Handbook (too numerous to be repeated here) will be followed in detail and all data required by PEIMS will be included in the six week report as specified.

All attendance (and other data) will be processed using RSCCC software as recommended by ESC20. This program to track student related data required by PEIMS is designed for this purpose and required for submission to ESC20 to be checked and forwarded to TEA.

Attach a school calendar and identify the hours of school operation including a description of teacher/student contact hours.

The school will use the school calendar that is adopted by the Leakey ISD. It is believed that since students from the area may have brothers and sisters attending Leakey ISD it would be appropriate for us to follow the same schedule. The schedule will be forwarded to TEA as soon as the Leakey ISD Board releases that information.

The teacher/student contact hours will be developed as the faculty develops specific aspects of the course of study and the organization of the teaching process. It is our sincere belief that the details of the instructional program should be developed by the persons who will be carrying out the program; the results will be

much better. Note: the basic program is being developed by the advisory committee and is described in this application. The detailed plans for the instruction are the responsibility of the faculty. We expect the majority of the faculty will be identified later this summer. We plan to organize developmental workshops during this next school year. The details of teaching schedules and specific plans can be forwarded in the summer of 2001.

Provide a draft of a board policy providing for the admission of students eligible for a public education grant (PEG) under Texas Education Code, Subchapter G, and Chapter 29.

Describe how the school will implement the policy.

Any student who is eligible for a public education grant (PEG) will be admitted to this school in the same manner as any other student. If the student lives in the school attendance area he/she must register for the school lottery if the school is at or has exceeded the maximum capacity. If an eligible student from out of the attendance area he/she will be enrolled if there is space available.

D. Transportation, and Food Service.

The school will have two 15-passenger vans to provide transportation. Drivers will be certified and will take the TEA provided training.

The school will provide both breakfast and lunch for students and faculty. Employees will take the TEA provided training.

VII. Geographic Boundaries and Statements of Impact.

A. Geographic Boundaries

- 1. Describe the geographic area to be served by the school. Include a map showing boundaries clearly marked. Include a written description that clearly explains the area to be served.**

The geographic area to be served is Real County and that portion of Leakey ISD that is outside of Real County; i.e., all of Real County and all of Leakey ISD.

- 2. Provide a list of all districts within the geographical area that may be affected by this charter school.**

This area includes all of Leakey ISD and a part of Nueces Canyon ISD that is in Real County.

B. Statements of Impact.

- 1. The Sponsoring entity must send a copy of the form in Appendix IV, Statement of Impact, to the superintendents of all school districts that are likely to be affected by the establishment of the charter school.**

A Statement of impact was sent to the superintendents of Leakey ISD and Nueces Canyon ISD on August 17, 2000. Also included were a copy of the application and a letter from the sponsoring entity requesting the superintendent to submit the signed and completed form to the Texas Education Agency.

Application Questions to be Reviewed

By

Review Committee

VIII. Governance Structures and Processes

A. What steps will be taken to maintain continuity between the founding coalition's vision and future governing boards?

The founding coalition's vision will be a regular part of the monthly board meetings. The needs of these particular children and the goals for the school, are the reasons for the curriculum and specific techniques to be continually stressed. In addition, the School Management Board (SMB) will be thoroughly familiar with the goals of the program because they were involved in developing them. To refresh each board member, old and new, of the goals and program of the school there will be a workshop for SMB annually during the pre-school in-service training session. This not only is designed to bring all members up to date with school progress but also allow board members an opportunity to have interaction with the faculty.

To allow the board of the sponsoring institution to perform their role in maintaining the original vision for the school, there will be an annual joint meeting of the SMB and the Hill Country Youth Ranch (HCYR) board or its education committee. This will provide the opportunity to allow the HCYR to meet its obligation to assure that the original vision of the school is being maintained. In addition, this joint meeting will provide an opportunity for the HCYR to stay abreast of how the children are performing in the school and the methods being used to achieve the objectives. In addition to the review of methods and programs, both boards will receive reports of all testing, standardized as well as TAAS.

B. Describe the roles and responsibilities of the boards. Bear in mind that the board of the sponsoring entity is ultimately responsible for the school's compliance with the charter.

This school will operate under both the HCYR Board and the SMB. The sponsoring board must, by law, retain the ultimate responsibility for the school's compliance with the charter. This board will annually review the financial status of the school, determine what financial needs of the school they choose to meet, and receive a report of the educational progress of the school. This board (or its education committee) will receive and read copies of the minutes of the (SMB) meetings of that month. The HCYR board is also responsible for selecting and replacing the members of the SMB.

The SMB is responsible for creating and maintaining the policies of the school. They are to approve teachers recommended by the CEO or superintendent and for dismissing employees as needed. The SMB will approve the annual budget, amending it as necessary, and approving all expenditures. The SMB is responsible for maintaining the quality of the program, for keeping it relevant for the needs of the children being served, and for the safety needs of the children. The SMB represents the community and its specific needs.

C. Describe the procedures for receiving and responding to complaints from both parents and employees.

The CEO is ultimately responsible for reacting to complaints from both parents and employees. He may delegate this responsibility to the superintendent (or head teacher). If the complaint is not satisfied he/she may appeal to the SMB. The action of the SMB is final.

The complaint may be made in person or by mail. In either case, the complaint should be made in writing so that there is no misunderstanding. It is hoped that parents will consult the teacher involved prior to making a formal complaint.

Teachers and other employees who have a complaint against the CEO or administrator will be required to deliver the complaint, in writing, to the board president or secretary.

D. What steps will be taken to facilitate a productive relationship between administrators and teachers?

Administrators and teachers are expected to work as a team to provide the best possible learning environment. They are expected to develop the instructional program as a team. The program is to be a combined effort - "their program." The administrator serves as the team leader, not the "boss." This relationship is to be developed from the beginning and maintained throughout the life of the school. If the team breaks apart it is the responsibility of the CEO and/or the SMB to mend the break, possibly by replacing one or more team members. Strong teamwork is critical to the success of the program and must be maintained.

E. Discuss the nature of parental and student involvement in decision-making matters.

Parents, students, and school personnel are partners in many decision-making matters. Each must have the right to be heard and each must exercise the responsibility for making decisions successful.

An active parent group will be formed as part of the overall program. House parents will serve actively as parents along with the natural parents. The organization will stress understanding of the school program. Parents will have the opportunity to learn about the program in detail and how they can support the learning process at home. As parents learn the vision and program of the school they will

be provided an opportunity to become participants in the decision making process. Parents will also have an opportunity to assist teachers in the teaching-learning process.

A student council will be organized to provide a voice for students as well as provide the responsibility for making their plans successful. The council must develop positive traditions for the school.

Since our major purpose is to create "grass-roots" development we must encourage everyone to participate in decision making: SMB, administrators, teachers and other school personnel, children's home personnel, parents, and students. This school must become "our school".

IX. Vision for the school

A. Describe the long-range vision of the school.

The school is being created to serve Big Springs Ranch for Children, a residential placement home (foster care), and students living in the Real County-Leakey ISD area. The school enrollment must be at least 75% "at-risk" pupils, as defined by TEA. The program must be designed to serve "at-risk" children, "average" children, special education children, as well as gifted and talented children, with equal success. We see this as a place where any child can gain in his/her abilities, can grow to enjoy learning, can become a life long learner, and become a contributing citizen.

Some children will come to this school with ample ability but with severe learning problems. Our challenge is to diagnose these problems and to determine how the specific problems can be solved. Our goal is to help each one to improve his/her abilities. All students should graduate with confidence in their abilities, some with advanced courses, and many with scholarships.

Others will arrive with various handicaps. We hope that, with the help of our personalized continuous progress program and inclusive special education programs, these children will achieve like the groups above. At least, we expect that they can leave this school to be happy, productive members of the community.

In addition to academic success we see students becoming physically fit, and becoming well acquainted with nature. We visualize students developing talents in music, art, speech, drama, dance, individual sports and athletics. We also expect each student to develop personal responsibility, acceptable manners and normal social skills.

In five years, we plan to have a completed facility including a gymnasium. This will include Phase I, where a library and classrooms for 45 students will be completed by school's opening in August 2001; Phase II, wherein additions found needed after evaluation of the first year's operations, to be completed by opening of 2003-04; and the gymnasium in progress by 2005. By that time, we will have completed

our evaluation of the first five years and devised a complete plan for the second five year period.

B. In succinct terms, describe the educational philosophy or pedagogy of the proposed school that supports how you will reach your vision.

We believe in a *personalized continuous progress* program. Each child is in a different place in his/her learning continuum. Many have serious learning gaps. Teachers must identify these gaps so that learning can become a continuous process. We must discover where he/she is before we can effectively lead him/her forward. Other children do not have these gaps and are held back in their progress because classroom progress is often based on the center of the learning continuum within a classroom. The continuous progress format will provide each student to progress at his/her personal rate. This process requires various types of testing and observation.

The teaching process must be different in the various subject areas. In the skill areas of Language Arts (reading, writing, listening, speaking), and Mathematics work must be individual or in very small groups. Some work will be individual instruction, some practice and some testing to discover mastery. Much of the instruction can be done with the Language Arts Teacher and much instruction can be done with the Compensatory Education teacher.

In the content areas (Science, History, Geography, and some electives) the content will be the same but the teaching materials must be appropriate for the individual student's skill level. This will allow students to learn the required content using materials that a low level student can comprehend and an advanced student will not find boring. This method requires creativity as well as a well equipped laboratory and library.

Teaching by this process requires a variety of components including the most productive use of time, space and personnel. To do so, we must change many of the ways we traditionally "do school." Instead of consistent daily time schedules, the entire faculty will develop a weekly schedule that keeps subject time consistent for the week but allows teachers to fit instruction "spaces" that fit the instructional needs of the lesson. A field trip may take three hours but a test may take only 20 minutes. Flexible time can increase learning time.

Flexible space can make instruction more effective. There are times when the entire class can most effectively be taught as a group in the classroom or if more than one class will profit from the instruction, the several classes can meet in the dining area. At times instruction is more effective in small groups with several groups working in the regular classroom, or, if desirable the groups can go to small group rooms or to the library. During the time between moving

into the new School (Phase I) and the completion of Phase II there is a small office that can be available as a small group room. After the completion of Phase II classes can use one of several small group rooms.

Flexible use of personnel can increase learning. We may use teacher aids or teacher secretaries to assist teachers. Some employees of the Big Springs Ranch for Children have special competencies and may be used to teach classes. For example, one employee is a talented artist and teaches at the Ingram campus and may teach part-time at Big Springs. Another employee is a competent outdoor education teacher. There are several members of the community, including retired teachers, who have volunteered to serve. We plan to use any talent that can add to the instruction of our students.

X. Goals for the School

A. Student Goals: Improvement and Attainment

1. Goals and Objectives

a. What are the school's academic goals for student learning for the first 5 years.

We have no idea where our incoming students will rate on TAAS goals or TEKS Objectives. We will read and evaluate the previous TAAS scores and if they are not available we will test the students with released tests. In addition, we will test all students at the beginning of each year with a standardized test, probably Stanford Achievement Test. The instruction for each student will begin at his/her level of achievement. As the student progresses he/she will be re-tested to determine if mastery has been retained.

Our goal for the first five (5) years is for each student to progress from their starting point by 1.5 years during each school year and be at grade level by the time of graduation. Those who are near grade level at enrollment will be expected to also gain by at least 1.5 years per year and graduate with advanced courses.

b. Describe any non-academic goals for student performance. (i.e. attendance).

Our goal is for each pupil to have regular attendance, with no unexcused absences.

Our goal is for each student to attain physical fitness as evidenced by passing the national fitness standards each year.

Our goal is for each student to become proficient in at least two recreational sports such as swimming, tennis, horseback riding, running, etc. Proficiency will be

measured by the specific instructor who is helping the student.

Our goal is for each student to become proficient in at least two outdoor activities such as camping, fishing, hunting, archery, etc. Proficiency will be measured by the specific instructor who is helping the student.

Our goal is for each student to become proficient in at least one occupational skill, such as homemaking, agriculture, office practice, computer and technology, etc. Proficiency will be measured by the specific instructor who is helping the student.

2. List 3-5 measurable objectives for each of the above.

a. Reading

- Each pupil will advance in Reading by 1.5 years as measured by a nationally standardized test.
- Each pupil will show a similar gain in the TAAS test in reading
- Each pupil will read at least one book (at or above his/her reading level) each week.

b. Math

- Each pupil will advance by 1.5 years in math as measured by a nationally standardized test.
- Each pupil will show a similar gain each year on the TAAS test in math.
- Each student will demonstrate mastery on at least 90% of TEKS objectives level.
- Each student will demonstrate mastery of TEKS objectives by using math in other academic discipline projects.

c. English Language Arts

- Each student will gain 1.5 years progress by proving mastery of 90% mastery of TEKS objectives
- Each pupil will demonstrate 90% mastery of writing skills by producing a major writing assignment each six weeks.
- Each student will demonstrate 90% mastery of speaking objectives (TEKS) speech, story, or debate each six weeks.

d. Science

- Each student will demonstrate mastery of Science concepts by expressing in writing the major concepts of each six weeks in the writing, reading, language level for his achievement.
- Each student will develop and complete an experiment related to the content for each six week period.

- Each student will participate in all science projects assigned.

e. **Social Studies**

- Each Student will demonstrate mastery of Social Studies concepts (TEKS) by writing a report on each six week period.
- Each student will demonstrate mastery of Social Studies concepts (TEKS) by giving an oral report on each six week period.
- Each student will write or present an oral report on his/her favorite concept (based on his individual achievement in reading and writing).

3. Clearly state how progress will be measured.

In skill subjects, progress will be measured by skill tests developed by the teacher, computer scored professional tests, by intermediate tests prepared by the book publisher, and by nationally standardized tests (probably the Stanford.)

The Stanford Achievement test will be administered at the beginning and end of each school year to measure and report progress.

4. Clearly state the time line or method by which progress will be reported.

The Stanford Achievement test will be given at the beginning of the year to determine retention and to establish a starting point for each student. A second test at the end of the year will determine progress. Results of these tests will be reported to parents as soon as they are scored and returned. The results will be reported to the TEA or ESC within one week after the end of school or when requested.

The six week evaluation reports will be sent to the parents the week following the end of the period. Six week reports will be narrative reports of progress with special measurements included as appropriate.

B. School Goals

1. What are the goals of the school as an entity?

- Growth -- Our goals for growth have been clearly stated earlier in the application. We plan to open in 2001 with 30 pupils and increase by 15 pupils each year until we reach the maximum of 90. We have a condition in our application stating that we may increase the annual limit by 25% if the SMB determines that such increase is in the best interest of the pupils. We will state that our goal will be an annual increase of 15 pupils.
- Facilities Development -- The HCYR board has determined that it would be best to build the school

facilities in several phases. Each phase would guarantee sufficient space to provide quality instruction for the pupils that will be enrolled. The goal is to provide quality instructional space, library, lunchroom and assembly space, gymnasium, sufficient outdoor spaces for physical education, science instruction, art instruction, and outdoor education. We expect to have a completed facility for our intended maximum enrollment by the end of the five year charter period.

- c. Program -- The school intends to provide an exemplary program for students. The goal is to maintain a 1:8 adult (teacher & para-professional) to pupil ratio. Starting with 2001 this will be 3 teachers, 1 aide for 30 pupils. Each year it will require a minimum addition of one teacher and one aide.

The school intends to add core subjects and elective courses each year. The school also plans to add year round instructional activities.

2. **List 3 to 5 clear measurable performance objectives for each goal listed above**

- a. Growth -- Growth in enrollment can be measured at any time, especially each six week reporting period. Growth in faculty can best be determined at the beginning of each year, as enrollment can be assured. Our only measurable performance objective for this goal is an increase in enrollment of 15 students each year and an increase of 1 teacher and 1 aide each year.

- b. Facilities -- Facility development can best be measured at the end of each proposed phase. Our only measure is "Is the construction complete and can we move in?" Present planned construction:

Phase 1 -- August 2001: Library, 3 classrooms or labs, outdoor activity areas, and conversion of portable building into dining room-kitchen area.

Phase 2 -- August 2003: 4 additional labs or classrooms, 4 small group rooms, permanent dining hall and kitchen, and improved outdoor areas.

Phase 3 -- August 2005: Gymnasium

- c. Program

- a) The 1/8 adult/teacher ratio and 1/16 teacher ratio will be maintained and improved.

Measurable by observation.

- b) As more teachers are added, more teachers will

be teaching in their major subject. Measurable by observation.

- c) A year round instructional program to be added by June 2002.

C. Community Outreach and Marketing Plan

- 1. Demonstrate how you will publicize the school to attract a sufficient pool of eligible applicants.**

We will publicize the school through newspapers, open houses and special events in the community, and word of mouth. We will promise not to compete for students with Leakey ISD.

Rather, we will cooperate with Leakey ISD in any way that will serve the educational needs of the community. We will always be available to parents to discuss how their children's needs can best be met. We believe we will have sufficient students to operate a successful school.

- 2. What type of outreach will be made to potential students and their families?**

As noted above, we will not actively compete with Leakey ISD for potential students, but we will make ourselves available to students and their parents in any way that we can serve them. We will plan open houses at the school to demonstrate what we are doing and how we are teaching children. We will also plan seminars to explain the process of individual instruction. We believe that we have a special program to help certain children—at risk, regular, advanced and special education. The *personalized continuous progress* program we will offer will be helpful to many children. Even during our planning phase we have had many parents asking when our school will be open.

**XI. General description of School
Statement of Need**

- A. Why is there a need of this type of school. What evidence exists that there is a sufficient demand for the educational program you are proposing.**

Half of the children in this school will be living at Big Springs Ranch for Children, a residential treatment home. These children need the specialized type of instruction that we plan to offer. In addition, we believe that the other half who will be coming from the Real County-Leakey area include children who can also use this type of instruction. The Personalized Continuous Progress is designed to personalize the individual student's curriculum, to identify his/her individual program needs, to lead through objectives missed, and proceed to master objectives in a logical order until he/she reaches his/her desired level without gaps in his/her progress. The above average student will not be held back by working on subjects he/she has already mastered.

B. Explain why the charter school is the appropriate vehicle to address this need.

The charter school allows freedom for innovation and relief from some of the TEA requirements for operation without releasing the accountability for meeting the needs of children. This freedom can allow a school to try innovative procedures that would not otherwise be appropriate. Many of the procedures referred to would not be possible in the traditional classroom or school.

XII. Educational Plan

A. Describe the educational program of the school to be offered.

1. The program must include the required minimum curriculum as provided by section 28.002, Texas Education Code.

The school will offer a foundation curriculum that includes English Language Arts, Mathematics, Science, and Social Studies consisting of Texas, United States, and World History, Government, and Geography. Some type of Physical Education will be required. The graduation requirements in effect at the time of pupil graduation will be that required by the state.

As the school grows and teachers are added we plan to offer languages other than English (probably Spanish); fine arts including art, music, drama; economics; career and technology, including agriculture, home economics, and computer technology.)

As we continue to grow we plan to consider adding credit by examination, advancement placement taught by our faculty (if qualified) and/or distance learning as we assemble appropriate educational hardware.

2. The description must address the incorporation of the Texas Essential Knowledge and Skills (TEKS) into the curriculum and must address goals, objectives, and content in all subject areas and grade levels.

The TEKS objectives are the basis for developing our personalized continuous progress program. Each student will be evaluated on performance on each objective with the results used for developing his/her personalized instructional program. The student will progress by working through the stated objectives in TEKS. As children advance they will be re-tested to assure retention. Our basic program is to work through the TEKS objectives at a rate of 1.5 grades per year with at least 90% retention. Even after the 1.5 grade progress, the missed objectives will continue to be developed. We assume that the mastery of TEKS objectives will result in a similar gain in TAAS

scores. This will be our evaluation.

We propose to use this process in all basic skills and subjects required for graduation. Students will be placed in specific grades and/or subjects based on the continuum within the TEKS objectives. As students fall below the 1.5 learning rate the methods and time will be adjusted to help the pupil progress through the year.

3. The description must include state graduation requirements.

The graduation requirements for this school will be in accordance with the current Education Code for the student's graduation. We plan no exceptions for student graduation other than those identified by the TEA.

C. What teaching methods will be used? How will the pedagogy enhance student learning?

Personalized continuous progress describes our basic methodology. We will first assess each student in each subject. The assessment will be made with standardized achievement tests, informal or teacher made tests, and with observation. Then, the teacher(s) will develop a plan for each individual student that will be appropriate to meet our stated goal of 1.5 years gain each year. The plan must also inspire the student to develop a love for learning.

The teacher will use a variety of methods and techniques to work with each student. This may at times have the teacher working with the whole class (but seldom). Other times small groups will work together to solve problems or discuss issues related to their learning. Often teachers will work with individual students to help the student understand. A great deal of the time students will work independently reading, working on assignments, using the library and using technology. Often students may use various laboratories individually or in groups to solve problems. The teacher must remain alert to be certain that the chosen methods are effective and be willing to adjust methods as necessary.

The methodology will be natural to some teachers but puzzling to others. We will use various ways of helping those who are learning these methods. Teachers will work as teams so that they can work and learn with one another. We plan to depend on ESC20 to assist us with in-service training and finding and developing new methods.

This pedagogy will allow the ability to personalize instruction for each pupil. Therefore, each student will have the opportunity to work at the level he/she can achieve. The pupil can experience

learning at the most efficient level and the satisfaction achieving goals with his/her own effort.

Using these very flexible methods and techniques require a great deal of teamwork, planning, and evaluation. We will rely on achievement tests, informal tests, TEKS objectives and observation. The teachers must regularly and frequently work together as a team to understand the student and to plan together to develop and revise an individual program for each student.

C. What professional development opportunities will be available to teachers and other staff? How do these opportunities support the mission of the school?

We plan to begin year 1 with three weeks of professional development prior to the opening of school. All employees will participate in a 40 hour training session required by Child Protective Services for all adults who actively work in a children's home. This training is beneficial for all teachers. Then, we will begin to develop the program we plan to use. The CEO will outline the basic components of the Personalized Continuous Progress Program. Teachers and aids will then begin to develop the details for each subject area. It has been my experience that teachers are more effective when they develop the program they use with children. This procedure will help each teacher feel ownership in the program.

If we are able to secure additional funds, we will try to begin this part of our professional development much earlier, hopefully in mid-July. We do not have funds from our application or our sponsor, the HCYR. We will, however, work diligently to secure more professional development funds through foundation grants.

During the school year we will use scheduled staff development and work days to participate with the ESC20 staff development co-op.

This school is dedicated to help at-risk students succeed. With the wide range of achievement that we expect, the familiar lecture classroom methods will not be successful. The faculty and staff must possess a "missionary" spirit, an eagerness to learn how to make the program work and make the staff development program improve learning.

D. Admissions Policy

1. Describe the admissions methods/process you will follow.

We will admit all students who live on the Big Springs Ranch for Children. Then, we will accept any student who lives in our attendance area, up to our stated limit. We plan to be available to any parents who want to lean about our program. We will not actively recruit students from the Leakey ISD but we will talk with any parents who feel our program would help their children.

During visits with parents before and during the registration period we will discuss prior school history, including special problems and any special education services the student may have received. For students already identified as handicapped, IEP proscriptions will be honored. In other cases, we will review previous school records for any indications that unidentified learning difficulties that might be present. Following this initial contact, our campus referral committee will consider instructional modifications that may be appropriate. We will also identify those children who are not eligible for Special Education but who have learning problems that will take special attention. This information will be helpful during our planning time prior to the opening of school and for the ordering of special materials.

2. Describe the timeline to be used for admitting students, including a plan for the admission lottery for students.

Our original registration days will be one week in late March or early April (the date to be announced in all local newspapers in October 2000 and again two weeks before the registration begins.). During the first week of registration students will register but will not be enrolled. Each registrant will be assigned a "lottery" number. Early in the week following registration we will draw a number to determine who may be enrolled. The lottery drawing will be public and anyone will be invited to attend. The time and place will be announced in October when the registration date is publicly announced and also during the first registration week. If the limit has not been reached, all students who enrolled will be automatically accepted. We must maintain a 75% "at-risk" school population. After the official registration if there are places remaining and/or if students withdraw, students will be admitted on a "first come" basis, but the 75% rule will remain in effect.

3. Explain how these policies further the mission of this school in a non-discriminatory fashion.

This procedure will give parents five months to learn about the school, to investigate the school and its program, and to determine if Big Springs School is the appropriate school for their child or children. We will still welcome visitors. The lottery drawing is a non-discriminatory method of selection. The open lottery drawing will give anyone the opportunity to see that everything is fair.

E. Describe in detail how your school will accommodate students with SPECIAL EDUCATION needs: Address the following:

1. Child Find NOTE: A 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.

Big Spring School has items in its admission procedures designed to flag students with disabilities among applicants for enrollment. If the student's disability has already been identified by a previous school or program, the earlier evaluation and placement information, with updates as might be needed, will be utilized for program planning (see development and implementation of the IEP.

If the admission flags identify a student who has not been identified previously, the school may elect, depending on the severity of the suspected problem, to exhaust support services available in the regular classroom (e.g. tutorials, remedial instruction, etc.) prior to making a referral for a comprehensive assessment. The same is true for the student about whom a question arises during ongoing instructional services.

When it is determined that a referral for comprehensive assessment is appropriate, notice of referral made and consent for assessment is obtained, each in conformance with 34 CFR 504 and 505, calling for appropriate procedural safeguards.

Big Springs School will conduct public awareness activities to inform citizens of educational opportunities available to individuals with disabilities. The school will review its Child Find process annually and will maintain a tracking system of students identified.

The superintendent or CEO of Big Springs School will serve as confidentiality officer and will insure protection of confidentiality of personally identifiable information collected in process of identification, referral, evaluation, placement and services to children with disabilities. Consent will be obtained before such information is used for any purpose other than meeting the requirements of IDEA. Information will not be released without consent unless, as allowed under 99.31(a) of FERPA, it is to other school officials...who have legitimate educational interests or unless the release is in conjunction with an emergency as provided in 34 CFR 99.36.

The superintendent will oversee a system providing for

- Secure storage of records,
- training school personnel who will collect or use personally identifiable information,
- maintaining a list, for public inspection, of names and positions of employees who may have access to such

records,

- maintaining a record of those who have been given access to records, as well as the date and reason for which access was given,
- parent/guardian inspection of records relating to his/her child,
- charging only a nominal fee for reproduction of records, said fee not including cost of search and retrieval of information, covering only cost of copy and not effectively prevent inspection and review,
- a process to amend records at parent request, with opportunity for hearing, if needed.

3. Procedural Safeguards

Big Springs School will adhere to procedural safeguards in conformance with 34CFR 300.500-300.515 which provide for

- definition of the terms "consent," "evaluation," "time line for all notices," and "personally identifiable,"
- opportunity to inspect records,
- independent evaluation,
- prior *notice* of proposals to initiate or change the identification, evaluation, or educational placement of child or provision of a free appropriate education and *consent* for same,
- content of notice of procedural safeguards,
- surrogate parents, and
- impartial due process hearings conducted by an impartial hearing officer in which all parties have hearing rights, including the right to appeal or filing of a civil action. These rules also address the child's' status while any hearing or rulings are pending and the possibility that parents may receive attorney" fees.

Notice of procedural safeguards will be provided with the approved document *An Explanation of Rights and Procedural Safeguards of a Parent with a Child with Disabilities in School*.

4. Notice of Admission, review and Dismissal (ARD)

Committee Meetings

In addition to the notice provisions outlined in *An Explanation of Rights and Procedural Safeguards of a Parent with a Child with Disabilities in School* the Big Springs School will conform with state requirements at 19 TAC 89.1945 addressing the requirement for prior notice to parents or adult students of ARDC meetings and providing that parents or adult students may request ARDC meetings at any mutually agreeable time.

5. Assessment of Children to Determine Eligibility (34 CFR 300/5-7, 300.15-18, 300.503-504, 300.503-504, 399.5530-34, 300.540-543 and 19 TAC 89.105, 89.2030, 89.1040, 89.1045, and TEC 29.003, 29.310)

Big Springs School has a set of procedures in conformance with relevant state and federal expectations for evaluation of an identified student to determine whether he/she has a disability and is in need of special education and related services. The evaluation information will also be used by the Admission, Review and Dismissal (ARD) Committee to develop an individual educational plan (IEP). The evaluation is performed only with the consent described above.

In general, by conforming with these rules, Big Springs School completes evaluation of referred students in a timely and nonbiased way. Evaluation procedures:

- Utilize the child's native language or other mode of communication unless clearly not feasible,
- Have been validated for the specific purpose for which they are used,
- Are administered by trained personnel in conformance with instruction provided by the producer.

The evaluation is comprehensive, using multiple procedures, focusing on all areas as required (health, vision, hearing, social and economic status, general intelligence, academic performance, communicative status and to the extent appropriate for the individual student.

The evaluation is performed by a multidisciplinary team, including at least one teacher or other specialist with knowledge in the area of the suspected disability. Where warranted, a bilingual examiner is used; and if one is not available, an adequately trained interpreter is used.

A written report of the comprehensive individual assessment is completed not later than 60 calendar days after the referral is initiated.

6. Development and implementation of the Individual Education Plan (IEP) (34 CFR 300.341-399-300.350, 34 CFR Part 300 Appendix C, 19 TAC 89.1050, 89.1055)

Big Springs School will see that the ARDC acts to develop an IEP at least annually, and that if the student remains in the program for three years, this review will include current assessment data.

Composition of the Big Springs ARDC will include the parent/guardian/adult student, a representative of

administration, representatives from instruction, including the current special education and classroom teachers, a representative of the assessment team (which may be a speech pathologist when the only impairment is a speech impairment) and other persons at the discretion of the guardian/adult student.

When relevant to the student, other persons may be included, as follows

- Persons trained in education of the visually or hearing impaired in such cases,
- For the student who is fourteen or older and for whom the ARDC will consider transition services, the student and a representative of any agency that is likely to be responsible for providing or paying for transition services. If the student is not able to attend, or other steps are taken to ensure that his preferences and interests are considered. Similarly, if the agency representative is unable to attend, other steps are taken to obtain input from the agency.

Development of the IEP is a function of the admission, review and dismissal (ARD) committee. Big Springs School will follow the regulations cited above in addressing the ARD committee's composition and functions. For each individual considered for special education services, the ARD committee

- Reviews all data from the comprehensive individual assessment (CIA), including information from parents/legal guardians, school personnel or other sources;
- Ensures that national origin minority group individuals (or linguistically different individuals) do not receive special services on the basis of criteria which were developed solely based on command of the English language;
- Ensures that individuals do not receive special education services if the only deficiencies identified are directly attributable to a different cultural lifestyle, or not having had educational opportunities;
- Ensures that alternatives, including services in regular, bilingual/English as a second language, and compensatory education programs for which the student is eligible are reviewed and additional services are discussed;
- Establishes eligibility for special education services;
- Identifies the content areas in which the individual's ability significantly interferes with the student's ability to meet regular academic mastery level standards;
- develops the IEP;
- provides for educational placement in the least restrictive environment appropriate to meet the needs of the individual

- (see placement in the least restrictive environment);
- determine each student's continuing eligibility and need for special education based on a comprehensive reevaluation every three years;
 - reviews all special education placements at least annually to determine the need for continuation change, reappraisal or termination; and
 - reviews IEP if the individual has not received passing grades, as specified by criteria in the IEP, in the same content for two consecutive six weeks reporting periods (students with impairments in speech only may be exempted from this requirement).

Big Springs School will convene the ARDC to make decisions about students referred for the first time within 30 calendar days from the date the completion of the written assessment report. When this 30th day occurs during the summer when school is not in session, the ARDC has until the first day of classes in the fall semester to make placement and IEP decisions, unless the assessment indicated the individual needs extended years of services during the summer.

For a new student who has already been identified as special education, Big Springs School will convene the ARDC to determine if the student is eligible when the parent/guardian reports that the student was receiving services and previous school verifies the same in writing or by telephone. In this case, the ARDC determinations are temporary and contingent on the receipt of valid assessment information from the previous school or new data is collected. A second ARDC meeting is held within 30 days to develop a new IEP.

All members of Big Springs ARD committees will have the opportunity to participate in a collaborative manner in developing the IEP. Decisions will be made by mutual agreement of required members if possible. If agreement is not possible, the parent or adult student is offered a single opportunity to have the committee recess for a period of time not to exceed 10 school days in accordance with procedures outlined at 19 TAC 89.105

7. Least Restrictive Environment (LRE) Placement

It is consistent with the nature of Big Springs School that students identified a disabled are educated to the maximum extent possible with non-disabled peers. Should the ARDC find it necessary to remove a student from the regular environment, the committee will document the need in accordance with requirements set out in 34 CFR 300.17, 300.227, 300.550-553.

8. Transition Planning

Since the grade/age range served by Big Springs School includes students age 14 and above, transition planning will be an important element for its special students. The school will abide by the provisions of the Memorandum of Understanding on Transition Planning for Students Receiving Special Education Services (19 TAC 89.1110) in planning for the provision of the services necessary students for a successful transition to life outside the school system after graduation.

Generally, the process for transition planning will entail establishment of a transition plan separate from the IEP that will, then, be taken into consideration by the ARDC Committee in developing the IEP. The student will be involved in the development of the transition plan and input and participation, as needed, will be obtained from other agencies as appropriate.

9. Certified Personnel for the provision of services to children with special needs

Services to Big Springs School students identified as disabled will be provided by persons with appropriate training and credentials as outlined at 19 TAC 89.1131.

10. Services to Expelled Students

In the unlikely event that a special education student is expelled from big Spring School, the ARD committee will determine the instructional and related services to be provided during the expulsion. The student's IEP will include goals and objectives designed too assist in returning the student to school and preventing significant regression.

F. Describe how your school will meet the needs of children who qualify for other federal programs such as: Title I Part A; Title I Part C; Title I Part D, subpart 1; Title I Part D, subpart 2; Title II part B; Title IV; Title VI; Migrant Education; and Section 504.

1. Title I Part A

The Big Springs Charter School will be serving at least 75% "at-risk" pupils. Special students require special instruction programs. Most of our pupils will require some type of individualized instruction. We plan to concentrate our Title I funds in two primary areas.

- **Staff Development:** We intend to develop a major effort toward developing skills that will be necessary to meet our goals. In this area we plan to utilize the best consultants we can find. Although we may use other consultants, we expect to work most closely with ESC20. Costs will be for consultant fees and expenses, teacher travel, conference fees, and possibly substitute salaries.
- **Special equipment and materials:** Many methods of

individualizing instruction require special materials and equipment above the state textbooks. We expect to use part of the Title I funds for purchasing equipment and materials for our continuous progress program, especially for those students who are "at-risk".

2. Title I Part D 1&2

With 50% or more of students living at the children's home we may qualify for these funds. All of the funds we receive will be used for staff development.

3. Title II Eisenhower Professional Development Act

These funds will also be used for staff development. We intend to join the ESC20 Co-op for this purpose.

4. Title IV & VI

We also plan to use whatever funds are available in these titles for participating in the ESC20 Co-op.

5. Migrant Education

Our school is too small to operate a Migrant Education Program. If we do enroll any pupil who needs this type program he/she will be well served by our personalized continuous progress program. If we do not have a bilingual teacher on our faculty we will make sure that at least one aide is bilingual.

6. Section 504

As a school which, by definition, strives to meet the needs of students at risk, Big Springs School will also conscientiously avoid any discrimination on the basis of handicap. The school superintendent will function as 504 Coordinator and assure such nondiscrimination.

For the student who has a handicap as defined under state and federal regulations for special education, the school will provide services under those regulations to assure the services and protections warranted.

For the student who is suspected to have a handicap not addressed under special education provisions, or for the student who was referred for special education but did not qualify, Big Springs school will convene a 504 Committee to determine the presence or absence of the suspected handicap, whether any handicap present warrants classroom accommodations and, if so, devise a plan of accommodations.

- G. **Describe how your school will meet the needs of children who qualify for other state programs such as: Bilingual/English as a Second Language (ESL), State Compensatory Education, dyslexia, and Gifted and Talented.**

- **Bilingual/English:** Admission procedures for Big Springs School includes a query as to the home language of the student. Given the geographic regions served, as well as the nature of the school, we believe it unlikely that language dominance or proficiency will be an issue for any of our students. However, if any question arises about this factor for any student, an assessment will be performed and steps appropriate to the results taken. We believe that our personalized continuous progress can serve these students well. The very low adult/pupil ratio will add to our ability to serve all students. If none of our teachers are bilingual we will be certain to employ at least one bilingual aide.
- **State Compensatory Education:** Our entire program is based on serving "at-risk" pupils. Our low adult-teacher/pupil ratio will add to our ability to serve all students. Our stress on individual instruction and independent learning is based on our realization that the majority of our students will be Comp. Ed.
- **Dyslexia:** By virtue of its admission process, its referral committee procedures and its child find process, it is unlikely that any student with reading disabilities at Big Springs School will go unidentified. Appropriately attenuated instruction for these students will be provided as required by state law regarding dyslexic students. For students who may need identification at level 4, a referral to special education will be made. If necessary, we will work with ESC20 Special Education Co-op and Cluster V Co-op located in Uvalde to find ways to provide service to the pupil.
- **Gifted and Talented:** We have great hopes of developing a gifted and talented program in our school. Even though we will work primarily with "at-risk" students it is likely that individuals will qualify for gifted and talented in some subject area, leadership, or the arts. At least one of our teachers will be expected to take the 30-hours of professional development required for the program. The very nature of our personalized continuous progress program is to search for the special qualities in each student. We hope to have identified enough students to identify the program by mid-term (with or without state support.)

H. Describe how your school will identify and provide educational support for students who are identified as being "at risk of dropping out of school" as defined in TEC 29.

This entire application is based on how our school will identify and provide educational support for students identified as being "at risk". We know in advance that a minimum of 75% of our pupils will be "at-risk". Our testing program is designed to identify the specific problems of each child. Teachers will be alert to signs that accompany "at-risk" students and our staff will develop programs that

will be geared to providing the educational support needed.

At least half of our students (all "at-risk") are constantly observed by the counselors at the children's home. The school faculty will be expected to do the same for those who come from the Leakey area. We realize that it will be impossible to provide educational support to our students without a sensitive understanding of each child. Our testing, our observations, and our working with individuals and groups will help us to understand and to help these students. Our job is to evaluate what we discover and use that to de-fuse the at-risk parts of their lives. In many cases we will discover that when we find the basis of their at-risk lives we will be able to work wonders in their academic lives. Our staff development program will be geared to providing the educational support needed.

I. Other Student Activities (athletics, publications, clubs, and organizations)

1. Describe the programs planned for the charter school.

As the school develops and grows the student activities will develop and increase. Our original problem is the small enrollment of the student body. Athletics will, at first, be limited to volleyball, track and field, possibly outdoor basketball, etc. As our facilities develop we hope to have tennis courts and later a gymnasium. Our athletic program will grow as our enrollment grows.

The outdoor program activities will be an asset, probably greater than an athletic program. With 7,000 acres developed with hiking trails, the river, the camping areas, horses, cattle there are unlimited activities that would be available to all, not just the athletically inclined.

Publications are possible through our language arts program. As our teachers work with students, this opportunity grows. Student publications may become a special part of our attempts to inform the community about the school.

We definitely plan to organize a student council. From this organization we can let the students determine what clubs and organizations will develop. As noted earlier this is one way that the students will be active participants in the development of the school.

We fully expect to actively participate in the 4-H programs in Real County. This program will probably be our major activity in the early development of the school. The students who are already housed at Big Springs Ranch for Children are very active in that organization.

J. Student Assessment

Describe your plan to assess individual student performance in the core academic areas. Include the process to determine the

baseline of achievement levels of students, the results to be achieved and the methods of measurement to be used.

- We will expect to receive the TAAS scores from all entering students. If we have any students enroll who have not had the TAAS (out of state, home-school, private school) we will give a previous TAAS test so we can begin with a baseline for evaluation.
- We will give a nationally standardized test (probably the Stanford Achievement) to all students early in the school year. This will be compared to the late spring achievement test to determine achievement for the year.
- We will use certain professional tests that accompany the materials we will be using. Some of these tests will be used throughout the year so that we can determine how well we are doing.
- We will determine student performance based on the TEKS objectives mastered.

Our entire instructional program throughout the year will be based on evaluating student progress.

1. **Describe the methods to identify the educational strengths and needs of individual students and the extent to which educational goals and performance standards are being met.**

The tests described in item 1 above are good indicators. Teacher observation is an excellent and necessary item in assessing individual strengths and weaknesses. Our low teacher/pupil ratio make this a very effective and practical evaluation. Each of these provide evidence of how well our goals and objectives are being met.

2. **Describe how student evaluation results will be used by the school to improve instructional programs.**

The student evaluation results will be used to develop the staff development program. Where we discover weaknesses revealed in our testing program or in the TEKS objectives achieved we will use our staff development during the year and in the days preceding the opening of school to work on the weaknesses we have discovered. We expect to work very closely with ESC20 to develop programs that will help any weaknesses discovered as well as to develop greater strength in our programs.

D. ATTACHMENTS

ATTACHMENT 1

BIOGRAPHICAL AFFIDAVIT

**TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)**

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____
Hill Country Youth Ranch

Big Springs 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): _____ Gary Dale Priour _____
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 _____

3. Social Security Number*: _____ [REDACTED] _____

4. Date and Place of Birth: _____ [REDACTED], Kerrville, Texas _____

5. Business Address: _____ Hill Country Youth Ranch, P.O. Box 67, Ingram, Tx. 78025
Business Telephone: _____ (830) 367-2131 _____

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>
11/89-Current	P.O. Box 67	Ingram, Texas	78025

7. Education: Dates, Names, Locations and Degrees
College _____ Harvard University, 1969, BA _____
Graduate Studies _____ Portland State University, BA _____

Others _____

8. List Membership in Professional Societies and Associations: N/A

9. Present or Proposed Position with the Proposed Charter School : N/A

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

<u>DATES</u>	<u>EMPLOYER</u>	<u>ADDRESS</u>	<u>TITLE</u>
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<u>1976-Present</u>	<u>Hill Country Youth Ranch</u>	<u>Ingram, Texas 78025</u>	
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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 the bond, give details: _____

b Have you ever been denied an individual or position schedule fidelity bond, or had 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): Child Care Administrators License

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 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 misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No
If 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 27 day of July,
~~XX~~ 2000, at Hill Country Youth Ranch

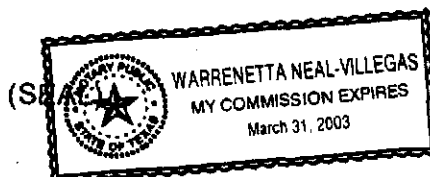
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.


(Signature of Affiant)

State of Texas
County of Kerr

Personally appeared before me the above named Gary Priour
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 27th day of July,
2000




(Notary Public)
My commission expires 3/31/2003

00097

**TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)**

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____
 Hill Country Youth Ranch
 Big Springs 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): Lee Brent Bates
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 L. Brent Bates

3. Social Security Number*: [REDACTED]
4. Date and Place of Birth: [REDACTED], Memphis, Tennessee
5. Business Address: 401 Junction Hwy, Kerrville, Texas 78028
 Business Telephone: (830) 896-3717

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>
08/93-Current	434 Forest Ridge	Kerrville, Texas	78028
10/91-08/93	114 Fawn Valley Lane	Kerrville, Texas	78028
06/90-10/91	1815 Arlington St.	Raleigh, North Carolina	27608

7. Education: Dates, Names, Locations and Degrees

College Texas A & M University 1976-1980, BBA Management; College For Financial Planning 1991-1993, CFP Designation; American College 1993-1994,
 Graduate Studies _____ /CLU CHFC Designation

Others _____

8. List Membership in Professional Societies and Associations: None

9. Present or Proposed Position with the Proposed Charter School : None

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

<u>DATES</u>	<u>EMPLOYER</u>	<u>ADDRESS</u>	<u>TITLE</u>
	Bates Total Asset Management, Inc. - Owner		02/99 - date
	Bates Total Asset Management - Owner		02/94 - date
	Sun America Securities, Inc. - Registered Principal		02/94 - 01/00
	The Prudential - Special Agent/Financial Services		02/92 - 02/94
	Restaurant Ventures, International - Director of Development		05/89 - 08/91

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? Yes If any claims were made on the bond, give details: _____

b Have you ever been denied an individual or position schedule fidelity bond, or had 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): Series 7 (4/2/92), Series 24 (7/12/94), Series 63 (1/24/92) and Texas Real Estate Broker (4/30/93). CFP designation (9/93) and CLU and ChFC designation (2/94) Series 65 (12/98)

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 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 misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No
If 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 24th day of July,
19 2000, at _____

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

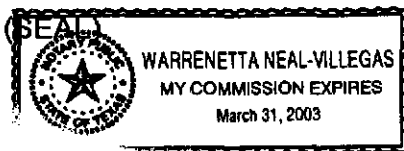
[Signature]
(Signature of Affiant)

State of Texas
County of Kerr

Personally appeared before me the above named Brent Bates
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 24th day of
July 19 2000

[Signature]
(Notary Public)
My commission expires 3/31/2003



**TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)**

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____
 Hill Country Youth Ranch

 Big Springs 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): David Edgar Nicholson

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 N/A

3. Social Security Number*: [REDACTED]

4. Date and Place of Birth: [REDACTED], Los Angeles, California

5. Business Address: HCl, Box 156, Hunt, Texas 78024

Business Telephone: (830)238-3324

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>12/96 - Current</u>	<u>HCl, Box 156</u>	<u>Hunt, Texas</u>	<u>78024</u>
<u>12/83 - 12/96</u>	<u>18318 Forest Town Dr.</u>	<u>Houston, Texas</u>	

7. Education: Dates, Names, Locations and Degrees

College 1968 Baylor University, Waco, Texas - BBA

Graduate Studies 1982 Cornell University, Ithica, New York

Others _____

8. List Membership in Professional Societies and Associations: N/A

9. Present or Proposed Position with the Proposed Charter School : N/A.

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

<u>DATES</u>	<u>EMPLOYER</u>	<u>ADDRESS</u>
<u>12/96 - Present</u>	<u>Self-employed</u>	<u>Investor</u>
<u>06/75 - 12/96</u>	<u>Conoco Inc., Houston, Texas</u>	<u>Manager</u>

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 the bond, give details: _____

b Have you ever been denied an individual or position schedule fidelity bond, or had 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): N/A

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 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 misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No
If 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? Yes. If so, please furnish details: Plaintiff in personal injury case; Plaintiff in Real Estate Ease

Dated and signed this 24th day of July,
19 2000, at _____

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

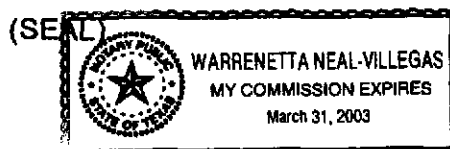
[Signature]
(Signature of Affiant)

State of Texas
County of Kerr

Personally appeared before me the above named David E. Nicholson
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 24th day of
July, 19 2000

[Signature]
(Notary Public)
My commission expires 3/31/2003



00103 65

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____
Hill Country Youth Ranch
Big Springs 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): John E. Bakke, III

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 N/A

3. Social Security Number: [REDACTED]

4. Date and Place of Birth: [REDACTED], Wichita Falls, Texas

5. Business Address: 8200 McDermott Fwy., Suite 820, San Antonio, Texas 78230

Business Telephone: (210) 341-9371

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>
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<u>1985-Current</u>	<u>305 State Hwy 46 West,</u>	<u>Boerne, Texas</u>	<u>78006</u>
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7. Education: Dates, Names, Locations and Degrees

College State University of Iowa, BA in Philosophy, 1963

Graduate Studies Doctor of Jurisprudence in 1972 from St. Mary's University School of Law

Others _____

8. List Membership in Professional Societies and Associations: See attached Curriculum and Vitae

9. Present or Proposed Position with the Proposed Charter School : N/A

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

<u>DATES</u>	<u>EMPLOYER</u>	<u>ADDRESS</u>	<u>TITLE</u>
1991-Present,	President,	Law Offices of John E. Bakke, III	
1969-1991,	Partner,	Groce, Locke & Hebdon, Frost Bank, Man Antonio, Texas	

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 the bond, give details: _____

b Have you ever been denied an individual or position schedule fidelity bond, or had 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): Texas Law License, 1969-Present

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? Yes, and discharged.

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

If 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? Yes. If so, please furnish details: #95C1-11522 Bexar County, Texas- Dismissed; #98C1-08419 Bexar County, pending

Dated and signed this 24th day of July, 2000, at Ingram, Kerr County, Texas

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

[Signature]
(Signature of Affiant)

State of Texas
County of Kerr

Personally appeared before me the above named John E. Bakke 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 24th day of July, 2000

[Signature]
(Notary Public)
My commission expires 3/31/2003



**TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)**

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____
Hill Country Youth Ranch
Big Springs 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): Harold Allen Buell, Sr.

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 _____

3. Social Security Number*: [REDACTED]

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

5. Business Address: Fitness First Sports, River Hills Mall, Kerrville, Texas 78028
Business Telephone: (830) 896-0116

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>89-Current</u>	<u>1214 Jack Drive</u>	<u>Kerrville, Texas</u>	<u>78028</u>

7. Education: Dates, Names, Locations and Degrees

College Texas Tech University, Lubbock, Texas 1972-1976, BBA Marketing

Graduate Studies _____

Others _____

8. List Membership in Professional Societies and Associations: Elder Board - Kerrville Bible Church

9. Present or Proposed Position with the Proposed Charter School : N/A

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

<u>DATES</u>	<u>EMPLOYER</u>	<u>ADDRESS</u>	<u>TITLE</u>
1978 - Present	President - Fitness First Sports Inc.	River Hills Mall, Kerrville, Tx. 78028	

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 the bond, give details: _____

b Have you ever been denied an individual or position schedule fidelity bond, or had 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): N/A

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

If 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 24 day of July,
19 2000, at Hill Country Youth Ranch

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

[Signature]
(Signature of Affiant)

State of Texas
County of Kerr

Personally appeared before me the above named Harold Buell
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 24th day of
July, 19 2000

[Signature]
(Notary Public)
My commission expires 3/31/2003



**TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)**

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____
 Hill Country Youth Ranch

 Big Springs 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): Mary Ann Auld
 2. Have you ever had your name changed? No If yes, give reason for the change: _____

b. Maiden Name (if female) Mary Ann Stovall
 c. Other names used at any time N/A

3. Social Security Number*: [REDACTED]
 4. Date and Place of Birth: [REDACTED] Beaumont, Texas
 5. Business Address: HC2, Box 289, Hunt, Texas 78024
 Business Telephone: (830) 238-4968

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>1981-Current</u>	<u>HC2, Box 289</u>	<u>Hunt, Texas</u>	<u>78024</u>

7. Education: Dates, Names, Locations and Degrees
 College T.S.C.W. Denton, Texas; Schreiner College, Kerrville, Texas
 Graduate Studies None

Others _____

8. List Membership in Professional Societies and Associations: None

9. Present or Proposed Position with the Proposed Charter School : _____

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

<u>DATES</u>	<u>EMPLOYER</u>	<u>ADDRESS</u>	<u>TITLE</u>
--------------	-----------------	----------------	--------------

1957 - Present,	Self-Rancher,	HC2, Box 289, Hunt, Texas	78024
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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 the bond, give details: _____

b Have you ever been denied an individual or position schedule fidelity bond, or had 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): None

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 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 misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No
If 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 24 day of July,
19 2000, at _____

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

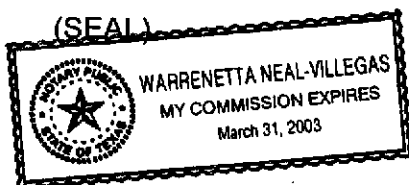
Mary Ann Auld
(Signature of Affiant)

State of Texas
County of Kerr

Personally appeared before me the above named Mary Ann Auld 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 24th day of July,
19 2000

Warreneta Neal Villegas
(Notary Public)
My commission expires 3/31/2003



TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____
Hill Country Youth Ranch
Big Springs 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): Judy Gail Wilson
2. Have you ever had your name changed? Yes If yes, give reason for the change: marriage after divorce

b. Maiden Name (if female) Judy Gail Hyndman
c. Other names used at any time Judy Gail Brown

3. Social Security Number*: [REDACTED]
4. Date and Place of Birth: [REDACTED] Bonham, Texas
5. Business Address: N/A
Business Telephone: N/A

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>03/98-Current</u>	<u>P.O. Box 287</u>	<u>Hunt, Texas</u>	<u>78024</u>
<u>08/89-03/98</u>	<u>6212 L.D.Locket</u>	<u>Colleyville, Texas</u>	<u>76034</u>

7. Education: Dates, Names, Locations and Degrees
- College 1965, University of Tulsa, Oklahoma, Business of Science in Education
- Graduate Studies _____

Others _____

8. List Membership in Professional Societies and Associations: N/A

9. Present or Proposed Position with the Proposed Charter School : N/A

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

<u>DATES</u>	<u>EMPLOYER</u>	<u>ADDRESS</u>
<u>TITLE</u>		
94-98	D F W Design, South Lake, Texas	
86-89	T B A Insurance, Arlington, Texas	
84-85	Value Line, Brenham, Texas	
82-84	Elssie Damon Interiors, Brenham, Texas	

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 the bond, give details: _____

b Have you ever been denied an individual or position schedule fidelity bond, or had 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): N/A

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

If 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 24th day of July,
19 2000, at Hill Country Youth Ranch

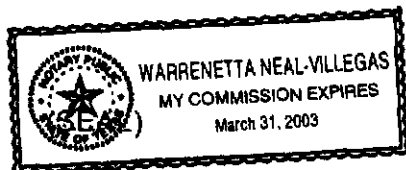
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Judy Wilson
(Signature of Affiant)

State of Texas
County of Kerr

Personally appeared before me the above named Judy Wilson 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 24th day of July,
2000



Warrenetta Neal-Villegas
(Notary Public)
My commission expires 3/31/2003

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____
Hill Country Youth Ranch
Big Springs 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): Skip Earsey Mahaffee

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 N/A

3. Social Security Number*: _____

4. Date and Place of Birth: _____, Amarillo, Texas

5. Business Address: 1070 Bluebonnet Drive, Kerrville, Texas 78028

Business Telephone: (830)896-6987

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>
07/97-01/00	1070 Bluebonnet Drive,	Kerrville, Texas	78028
12/72-07/97	3408 Little Hunting Creek Dr.,	Alexandria, VA,	22309

7. Education: Dates, Names, Locations and Degrees

College Northern VA Community College, Associate Criminal Justice; National Louis University, Bachelors Business Management

Graduate Studies _____

Others Extensive formal training in criminal investigation

8. List Membership in Professional Societies and Associations: Fairfax County Police Assn.; German Club of No. VA.; ; Kerrville Society for the Performing Arts

9. Present or Proposed Position with the Proposed Charter School : N/A

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

<u>DATES</u>	<u>EMPLOYER</u>	<u>ADDRESS</u>
<u>01/97-01/00</u>	<u>- Contract Tour Guide,</u>	<u>1070 Bluebonnet Drive, Kerrville, Texas 78028</u>
<u>08/71-01/97</u>	<u>- Fairfax County Police Department,</u>	<u>10600 Page Ave., Fairfax, VA 22030</u> <u>(Retired as Captain)</u>

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 the bond, give details: _____

b Have you ever been denied an individual or position schedule fidelity bond, or had 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): Sworn Law Enforcement Officer with 26 years of of service and honorably retired.

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 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 misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No
If 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? Yes. If so, please furnish details: one of several supervisors names in sexual harassment/job discrimination lawsuit. Case was dismissed.

Dated and signed this 24 day of JULY, 2000, at HILL COUNTRY YOUTH RANCH

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

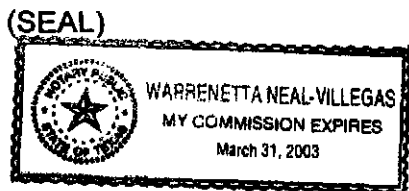
Skip Mahaffee
(Signature of Affiant)

State of Texas
County of Kerr

Personally appeared before me the above named Skip Mahaffee 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 24th day of July, 2000

Warreneta Neal Villegas
(Notary Public)
My commission expires 3/31/2003



ATTACHMENT 2

CREDIT REPORT

A 22

00119

COPYRIGHT MATERIAL

4 pages have been withheld

PLEASE NOTE: The responsive information contains copyrighted information that can only be made available to you for viewing in person. Because the information indicates that it is protected by copyright, you may review this information in person during normal business hours at TEA. If you are interested in reviewing the copyrighted information, please send an email to accred@tea.state.tx.us to schedule an appointment.

ATTACHMENT 3

MOST RECENT IRS FILING

A26

00124

990 FORM

PAGES 125 - 138 = 14 PAGES

UNDER SECTION 6103 & 6104 OF U.S. CODE
TITLE 26

14 PAGES HAVE BEEN WITHHELD

BIG SPRINGS CHARTER SCHOOL

This contract is executed between the Texas State Board of Education (the "Board") and ~~Accelerated Intermediate Academy~~ ("Charterholder") for an open-enrollment charter to operate a Texas public school.

ill Country Youth Ranch
3/20/02

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.

"Charterholder" means the sponsoring entity identified in the charter application.

"Charter school" means the open-enrollment charter school. Charterholder 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 Charterholder 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 Charterholder in its application for charter, attachments or related documents, to the extent consistent with (a) through (d); and (f) assurance by Charterholder, evidenced by execution of this contract, that no false information was submitted to the Agency or the Board by Charterholder, its agents or employees in support of its application for charter.
- 3. Authority Granted by Charter.** The charter authorizes Charterholder 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. Charterholder 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 Charterholder may contract at fair market value for services necessary to carry out policies adopted by Charterholder or the governing body of the charter school. Charterholder 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.

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 Charterholder 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 Charterholder 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. Charterholder 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. Charterholder 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. Charterholder 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, Charterholder must develop and offer an individualized education plan appropriate to the needs of that student.
 - (b) Free Appropriate Public Education. Charterholder 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, Charterholder 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, Charterholder must, at its own expense, place the child at an appropriate school.
 - (c) Services to Expelled Students. Charterholder 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 Charterholder 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 Charterholder 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. Charterholder 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. Charterholder 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 Charterholder in its application for a charter, attachments, and related documents.
14. Criminal History. Charterholder shall take prompt and appropriate measures if Charterholder 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. Charterholder 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. Charterholder 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 Charterholder 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. Charterholder 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. Charterholder shall adopt a school year with fixed beginning and ending dates.

Financial Management

18. Fiscal Year. Charterholder shall adopt a fiscal year beginning September 1 and ending August 31.
19. Financial Accounting. Unless otherwise notified by the Agency, Charterholder 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. Charterholder 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. Charterholder 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. Charterholder shall file a copy of the annual audit report, approved by Charterholder, 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, Charterholder shall comply with the "Student Attendance Accounting Handbook" published by the Agency; provided, however, that Charterholder 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 Charterholder's compliance with the terms of the charter. Charterholder 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, Charterholder shall transmit to the Agency an amount equal to the requested refund. If Charterholder 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. Charterholder 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. Charterholder 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. Charterholder 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) Charterholder; (b) an officer, director, or employee of Charterholder or of the charter school; or (c) a person or entity having partial or complete control over Charterholder or the charter school shall be separately and clearly reflected in the accounting, auditing, budgeting, reporting, and record keeping systems of the charter school. Charterholder 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. Charterholder 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 Charterholder 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. Charterholder 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 Charterholder 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. Charterholder 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. Charterholder shall report timely and accurate information to the Public Education Information Management System (PEIMS), as required by the commissioner.
33. Conflict of Interest. Charterholder shall comply with any applicable prohibition, restriction or requirement relating to conflicts of interest or fiduciary duties. If an officer or board member of Charterholder 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. Charterholder 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. Charterholder 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 Charterholder, its agents, employees, and subcontractors.

36. Failure to Operate. Charterholder shall operate the charter school for the full school term as described in the charter application in each year of the charter contract. Charterholder 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. Charterholder 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. Charterholder shall have and maintain throughout the term of the charter a lease agreement, title or other legal instrument granting to Charterholder 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 charterholder 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 charterholder 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 charterholder 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. Charterholder, 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. Charterholder, 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 Charterholder 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 Charterholder'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, Charterholder represents that it is an "eligible entity" within the meaning of Section 12.101 (a), TEC. Charterholder 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 Charterholder. Charterholder further represents that the person signing this contract has been properly delegated authority to do so.

Entered into this 8th day of March 2001.

Texas State Board of Education

Grace Shore
By Grace Shore, Chairman

Charterholder

L. Brent Bates 3/12/01
(signature/date)

L. Brent Bates

Chairperson, Governing Board of Charterholder

John L. Givens 3/12/01
(signature/date)

John L. Givens

Chief Executive Officer, Charter School

BIG SPRINGS CHARTER SCHOOL

Impact Statement: Page 65 of the application represents that the Impact Statement was sent on 8-17-00 to the two potentially affected districts. With the supplemental 9-08-00 submission are notes from the two districts confirming that they were received.

Public Notice: OK (p. 15). Copy of notice provided in supplemental 9-08-00 submission.

Geographic Boundaries: OK (p. 64).

Admissions: The school proposes to automatically admit all students who reside on the Big Springs Ranch for Children (which is sensible, given that the entire purpose is to create a school for these children) (p. 78). Conceivably there might be an issue if the school is planning on receiving federal funds for charter schools, because this could be deemed an exemption from the lottery that is not described in federal guidelines. (However, the school may not need federal funds, in that it is already an existing and well-funded organization.) Proposed initial enrollment is 30 students (p. 16).

Facilities: The school facilities will be new construction added to a residential ranch already housing abused and troubled children. The facilities sound as though they will be suitable, although of course TEA will need to see safety inspection documentation after construction occurs. The property is already owned by the sponsoring entity. (pp. 62-63)

Governance Structure:

- ◆ The copy of the Articles of Incorporation (pp. 4-5) appears to be incomplete.
- ◆ Are the Board of Trustees and Board of Directors separate bodies? The Articles of Incorporation describe a Board of Trustees and the By-Laws describe a Board of Directors. Although I would have assumed that this was the same body described in two different ways, Section 2.08 of the By-Laws calls this into question: "Any vacancy occurring in the Board of Directors, and any directorship to be filled by reason of an increase in the number of Directors, shall be filled by the Board of Directors, unless the vacancy represents a directorship appointed by the Trustees." (p. 7) Who are the Trustees, how are they chosen, and what is the relationship between the Board of Trustees and Board of Directors?

The board of the sponsoring entity HCYR will appoint a separate school management board, which seems appropriate, since HCYR has substantial non-charter business. The applicant is clear, though, that the sponsoring entity's board is ultimately responsible for compliance with the charter (p. 67).

Evidence of Nonprofit Status: OK (p. 2 and Attachment 3).

Other: Proposed School Data on back of the cover page discloses that the sponsoring entity has been involved in sanctions from a state regulatory agency, and that a professional employee or member of the governing board has been involved in bankruptcy. The latter is apparently John E. Bakke, III, whose biographical affidavit says that he was adjudged bankrupt and discharged. If details about the former (state regulatory sanctions) were provided in the application, I missed them.

Moody, Charles

From: Anderson, David (Legal Srv)
Sent: Monday, November 27, 2000 12:46 PM
To: Moody, Charles; Thompson, Jim
Subject: RE: Admission policy -- Big Springs Charter School

I'd be inclined to say "automatic admission to residents" is just an additional enrollment criteria that has to be disclosed and approved (or not) by the SBOE per 12.111(14). They do need a geographic service area, but sounds like they would have one.

-----Original Message-----

From: Moody, Charles
Sent: Monday, November 27, 2000 12:08 PM
To: Anderson, David (Legal Srv); Thompson, Jim
Cc: Barnes, Susan
Subject: Admission policy -- Big Springs Charter School

Hill Country Youth Ranch is a 501(c)(3) organization providing foster home care for abused and troubled children. At its Big Springs Ranch campus (one of two HCYR campuses), 16 children live in family-style residences, work on the ranch, and have access to a wilderness camping area. (The number of residents is apparently expected to increase in upcoming years as they construct new buildings.) Most children are placed by Child Protective Services, though some are placed there by relatives. At present, the children at Big Springs Ranch go to school in nearby Leakey ISD, although when Big Springs Ranch opened in 1997 they were evidently told by Leakey ISD that the influx of students would cause problems for their schools. HCYR has applied for a charter to open a school to serve the children at Big Springs Ranch. They propose to have a school that consists of roughly half students who live at the Ranch, half students who do not. The half of the student body who does not live at the Ranch would be admitted through a regular open-enrollment system with a lottery if oversubscribed, but students who live at the Ranch would be automatically admitted to the school.

Any thoughts on whether we can allow this admission policy, or if not how they can fix their problem? It certainly creates a category of exemption from the lottery that is not found in the federal guidelines (the source of which we do not know). On the other hand, it's not in this case an exemption very much open to abuse. (No one is going to put their child at the foster home for troubled youth just to get into the charter school, and the school is discriminating, if at all, in favor of the problem children that schools usually try to avoid serving.) I suppose the harm is that, if the school is popular, community members have a reduced opportunity to send their children there.

We also, of course, need to consider what precedent we would be setting. The question of admissions for charter schools associated in some way with a residential facility is an issue that I think exists in various forms for several schools (some of whom may already be operating with a system like this one).

To: Mary Perry, Manager, Division of Charter Schools
From: John L. Givens, CEO, Big Springs Charter School
Date: December 8, 2000
RE: Review of Charter Review for Big Springs Charter School

JLG RECEIVED

DEC 11 2000

CHARTER SCHOOLS

Dear Mary,

I have studied the comments of Charles Moody and Brenda Niles. The following accounts are intended as answers to their concerns. Please contact me if you need further information.

CONCERNS BY CHARLES MOODY, Legal Services Division

Admissions: The concern addressed was the plan to automatically admit those children who live at the children's home at Big Springs Ranch for Children (50% of the maximum enrollment) and conduct a lottery for those students who make application who live in the Leakey-Real County area (50%). I have discussed this with Mr. Moody who said he feels that this system seems appropriate although not specifically described in federal guidelines. The instructional program designed to help the at-risk children at BSRC is appropriate for any child who encounters "at-risk" problems. In addition it is my opinion that the type of individualized instruction we plan would be equally appropriate for "superior learners" who find themselves well ahead of the standard classroom. Therefore, I suggest that the enrollment procedure suggested is non-discriminatory and provides equal opportunities for all students.

If, however, this method is not acceptable please give us the opportunity to adjust it as necessary. We do not wish to do anything that would prevent us from receiving federal funds. This we feel is necessary to provide the type of instruction our children need.

Governance Structure:

- Articles of Incorporation – A copy of the complete Articles of incorporation is included in Exhibit A.
- There are two Boards of Trustees, a Board of Directors, and a Board of Advisory Directors at Hill Country Youth Ranch. In addition there is a Board of Trustees for the Big Springs Ranch for Children and a School Management Board for the Big Springs Charter School.
 - One is the Board of Trustees that governs the HCYR Foundation, i.e. manages the endowment. The members are Howard Collins, James Avery, Porter Garner, Jr., Jerry Oliver, and Herb Stumberg. They have no other duties or responsibilities. They are appointed by the Board of Directors.

- The other Board of Trustees was the Initial Board of Trustees required by the IRS . They are Gary Priour, Dr. Larry Priour, and Darlene Phelps. This board has two primary functions: one in the beginning, and one in the event of dissolution of the corporation. In the very beginning, the initial Board of Trustees appointed the first Board of Directors and then surrendered power to them. However, in the event that the Hill Country Ranch should cease to operate a home for children, the initial Board of Trustees would meet with the Board of Directors to insure that the land originally donated to the Youth Ranch would be given to another 501©(3) corporation with the same chartered purpose of caring for underprivileged, abused and neglected children. The IRS requires such a dissolution clause, and it is part of the Articles of Incorporation.
- The Board of Directors is the primary governing board of the Hill Country Youth Ranch. This Board selects its own members on a rotating basis, a self-perpetuating board. Board members selected serve three year terms. It is this Board that is requesting the charter for Big Springs Charter School and has the ultimate responsibility for compliance with the charter.
- There is also a Board of Advisory Directors selected by the Board of Directors. Advisory directors are interested citizens selected by the Board of Directors to serve as volunteers to provide their expertise in the development of HCYR. They have no legislative function.
- The School Management Board is a separate board appointed by the sponsoring entity HCYR Board of Directors for the specific purpose of managing the operation of the charter school. Although the SMB will develop policies and supervise the operation of the school and its finances the ultimate responsibility for compliance with the charter will remain with the HCYR Board of Directors.

OTHER

- John E. Bakke, III, a member of the HCYR Board of Directors, indicated on his biographical affidavit that he was adjudged bankrupt and discharged. John L. Givens, CEO of the Big Springs Charter school, also indicated that he had been adjudged bankrupt. Both have survived the situation and are productive members of the community. I have discussed this with Charles Moody and he indicated that it was important to take notice but that this should not prejudice the designation of the school.
- Mention of sanctions --There were no formal sanctions against Hill Country Youth Ranch but there was a situation that should be explained. There was an arrest made at a children's home in Dallas of a man accused of sexual misconduct with a male child. During the investigation it was discovered that this man had previously been employed by HCYR in Ingram,

Texas. It was further discovered that he had molested a male child at Hill Country Youth Ranch during his employment in the early 1990's. This resulted in the administration and Board of Directors to initiate a risk management study. The Department of Protective and Regulatory Services was requested to participate in this study. Upon completion of the study the Department of Regulatory Services was provided with a copy of both the study and the Risk Management Plan.

After implementing the plan in March 1998, the Youth Ranch provided DPRS with continuous access to its ongoing results. In July after the study and subsequent plan the DPRS made monthly unannounced visits to HCYR to determine if the staff was, in fact, following the recommendations of the study. In December 1998 the DPRS was satisfied that all recommendations were being correctly observed

During the period of the study and subsequent observation there was no decrease in funds approved and no decrease in the number of placements. No sanctions were made.

CONCERS BY BRENDA NILES, Division of Financial Audits

Community Support

The issue of the minimum enrollment of 50 was resolved by unanimous vote of the Planning Committee.

Governance

- Bankruptcy – This issue is discussed above.
- Governance of School – There will be two boards for the Big Springs Charter School. The HCYR (chartering institution) will maintain ultimate responsibility for the conduct of the Big Springs Charter School. They have designated the day-to-day management of the school to a 5 member School Management Board. The board is appointed by the HCYR Board of Directors and members serve three year terms as explained in the application. The five members are:

President --	Judy Taylor
Vice President --	Phillip J. Hamman, Ph.D., B.C.E.
Secretary --	Brenda Atkins
	Bella Rubio
CEO --	John L. Givens, Ed.D.

Human Rescues

The budget states that there will be no counselors offered at this at-risk facility. Why?

Counseling resources will be furnished by the HCYR. There will one therapist assigned full time to the children's home and the school. In addition there will be a large staff of counselors, trainers, psychologists

and therapists at the Ingram facility that will be on call for service at the Big Springs Ranch for Children. This service will be available to all students at the Big Springs Charter School.

Business Plan – Financial Management

- The fiscal year will be September 1 – August 30. All financial management will be the responsibility of the school, separate from HCYR, and responsible to the School Management Board.
- The cash flow projection stated that there will be no rent or utility bills. The school building is owned by the BSRC and they will supply the utilities. Maintenance and janitorial functions will be the responsibility of the school and appears in the budget.
- Student Attendance Accounting – The student attendance and financial documentation will be kept in the school office. Duplicate copies of all documents will be kept in the CEO office.

Biographical Affidavits of members of the School Management Board will be sent following our SMB meeting on December 13, 2000.

If there is any further information needed please feel free to call me at 830-367-3952 or contact me by mail at PO Box 215, Hunt, TX 78024.

Exhibit A

Original certified



OFFICE OF THE SECRETARY OF STATE

**CERTIFICATE OF INCORPORATION
OF**

HILL COUNTRY YOUTH RANCH

The undersigned, as Secretary of State of the State of Texas, hereby certifies that duplicate originals of Articles of Incorporation for the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a duplicate original of the Articles of Incorporation.

Dated MARCH 24, 19 77

Secretary of State

dae



MAR 24 1977

Loma Salgran
Deputy Director, Corporation Division

ARTICLES OF INCORPORATION
OF
HILL COUNTRY YOUTH RANCH

ARTICLE ONE

NAME

The name of the corporation is HILL COUNTRY YOUTH RANCH.

ARTICLE TWO

NONPROFIT CORPORATION

The corporation is a nonprofit corporation.

ARTICLE THREE

DURATION

The period of its duration is perpetual.

ARTICLE FOUR

PURPOSES

The purposes for which this corporation is formed are:

1. The primary purposes is the support of a benevolent, charitable, and educational undertaking, viz; the development and improvement of character without profit, including the spiritual, mental, social and physical rehabilitation of underprivileged children.
2. The organization should be nonpolitical, nonsectarian and non-profitable, and shall be maintained strictly as a charitable organization.
3. The organization shall have powers authorized by and shall comply with all provisions of the Texas Non-Profit Corporation Act and all State and Federal Statutes, Codes and Regulations, and all existing or future amendments thereto, defining the nature and activities of an organization organized and operated exclusively for charitable purposes.

ARTICLE FIVE

INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the corporation is 406 Main Street, Kerrville, Texas and the name of its initial registered agent at such address is M. Scott Stehling.

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ARTICLE SIX

BOARD OF TRUSTEES

The number of trustees constituting the initial board of trustees of the corporation is three (3), and the names and addresses of the persons who are to serve as the initial trustees are:

Gary Priour	Box 264, Junction Hwy. Ingram, Texas 78025
Dr. Lary Priour	530 Cherry Ridge Drive San Antonio, Texas
Daleen Priour	Box 264, Junction Hwy. Ingram, Texas 78025

ARTICLE SEVEN

INCORPORATORS

The name and street address of each incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Gary Priour	Box 264, Junction Hwy. Ingram, Texas 78025
M. Scott Stehling	406 Main Street Kerrville, Texas 78028
Dale Priour	Box 264, Junction Hwy. Ingram, Texas 78025

ARTICLE EIGHT

ADDITIONAL PROVISIONS

POWERS OF THE BOARD OF TRUSTEES

The Initial Board shall serve for life;

Any replacement on the Board shall be made by appointment of the remaining board and shall serve a three year term;

The Board has the exclusive power and discretion to amend the Articles of Incorporation by its majority vote therefor;

The Board has the exclusive power and discretion to appoint the Executive Director of this corporation, fix his salary and define his responsibilities;

The Board shall appoint 3 voting members;

The Board shall appoint 3 members to the Board of Directors;

The Board has the exclusive power and discretion to dissolve this corporation, merge it with another corporation, sell, mortgage or convey any of its assets;

The Board has the power to hold the Initial Meeting, and to adopt the Initial Bylaws of this corporation;

The Board has the power to take all action necessary to manage this Corporation until a quorum of the Board of Directors has been selected;

The Board shall dissolve and its powers shall be transferred to the Board of Directors upon the death of the final Initial Board Trustee.

POWERS OF THE BOARD OF DIRECTORS

The Board shall have the power and responsibility to manage the affairs of the corporation in all areas except where limited by the Articles of Incorporation.

23RD IN WITNESS WHEREOF, we have hereunto set out hands, this day of March, 1977.



GARY PRIOUR



M. SCOTT STEHLING

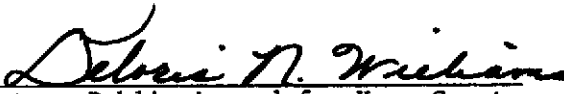


DALE PRIOUR

STATE OF TEXAS |
 |
COUNTY OF KERR |

I, DELORIS N. WILLIAMS, notary public, do hereby certify that on the 23 day of March, 1977, personally appeared before me GARY PRIOUR, M. SCOTT STEHLING, and DALE PRIOUR, who each being by me duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year written above.



Notary Public in and for Kerr County,
Texas

My Commission Expires: 2-17-78

Declaration of Incorporation



OFFICE OF THE SECRETARY OF STATE

**CERTIFICATE OF AMENDMENT
OF**

HILL COUNTRY YOUTH RANCH

The undersigned, as Secretary of State of the State of Texas, hereby certifies that duplicate originals of Articles of Amendment to the Articles of Incorporation of the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Amendment to the Articles of Incorporation and attaches hereto a duplicate original of the Articles of Amendment.

Dated... SEPT. 8, 19 77

Mark White

Secretary of State
bns



SEP 08 1977

Mark L. Fox
Deputy Director, Corporation Division

ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION OF
HILL COUNTRY YOUTH RANCH

Pursuant to the provisions of Article 1396-4.03 of the Texas Non-Profit Corporation Act, HILL COUNTRY YOUTH RANCH, a Texas nonprofit corporation which is subject to the provisions of the Texas Non-Profit Corporation Act, adopts the hereinafter stated Articles of Amendment to its Articles of Incorporation, which require a joint resolution of both of the Board of Trustees and the Boards of Directors to dissolve, merge, sell, mortgage or convey all or substantially all of the corporation's assets and require the Boards to distribute these assets for the sole use and benefit of such other child care institution or institutions as in the judgment of the Directors and Trustees are operated in conformity with the purposes of the Charter.

ARTICLE I

NAME

The name of the corporation is HILL COUNTRY YOUTH RANCH,

ARTICLE II

SPECIFICATION OF AMENDMENT

The following amendment to the Articles of Incorporation was adopted by the Trustees and Directors of the corporation on June 9, 1977.

Paragraph 7 of Article Eight of the Articles of Incorporation which formerly read as follows:

THE BOARD HAS THE EXCLUSIVE POWER AND DISCRETION TO DISSOLVE THIS CORPORATION, MERGE IT WITH ANOTHER CORPORATION, SELL, MORTGAGE OR CONVEY ANY OF ITS ASSETS;

is hereby amended to read as follows:

"THE BOARD AND THE BOARD OF DIRECTORS HAVE THE EXCLUSIVE POWER AND DISCRETION, UPON THE JOINT RESOLUTION OF BOTH BOARDS TO DISSOLVE THIS CORPORATION, MERGE IT WITH ANOTHER CORPORATION, SELL, MORTGAGE OR CONVEY ALL OR SUBSTANTIALLY ALL OF ITS ASSETS.

"UPON SUCH A JOINT RESOLUTION, THEN THE REAL ESTATE AND ALL ASSETS OF HILL COUNTRY YOUTH RANCH SHALL CONTINUE TO BE ADMINISTERED FOR THE SAME EXCLUSIVE PURPOSE HEREIN STATED, WHICH SHALL BE ACCOMPLISHED IN THE FOLLOWING MANNER: THE TRUSTEES SHALL DISTRIBUTE OR LIQUIFY THE REAL ESTATE AND STRUCTURES FIXED PERMANENTLY THERETO, FOR THE SOLE USE AND BENEFIT OF SUCH OTHER CHILD CARE INSTITUTION OR INSTITUTIONS AS IN THE JUDGMENT OF THE TRUSTEES ARE OPERATED IN CONFORMITY WITH THE PURPOSE OF THE CHARTER. THE TRUSTEES SHALL CONTINUE TO FUNCTION AS HEREIN PROVIDED. THE BOARD OF DIRECTORS SHALL DISTRIBUTE ALL OTHER ASSETS HELD IN THE NAME OF THE RANCH FOR THE SOLE USE AND BENEFIT OF SUCH OTHER CHILD CARE INSTITUTION OR INSTITUTIONS AS IN THE JUDGMENT OF THE DIRECTORS ARE OPERATED IN CONFORMITY WITH THE PURPOSE OF THE CHARTER. THE BOARD OF DIRECTORS SHALL CONTINUE TO FUNCTION AS HEREIN PROVIDED."

ARTICLE III

HOW ADOPTED

The amendment was adopted in the following manner:

The amendment was adopted at meetings of the Board of Trustees and the Board of Directors held on June 9, 1977, at which a quorum of both boards was present, and the amendment received at least two-thirds of the votes of the board members of the Board of Trustees and the members of the Board of Directors who were present and entitled to cast votes.

DATED this 7th day of September, 1977.

HILL COUNTRY YOUTH RANCH

By *Gary Priour*
Gary Priour, President

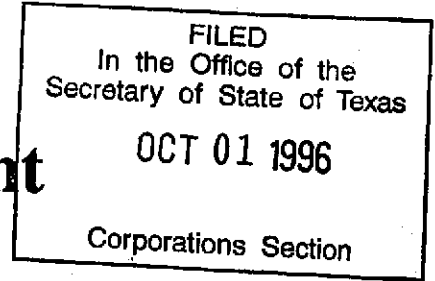
By *Scott Stehling*
Scott Stehling, Secretary

STATE OF TEXAS }
 }
COUNTY OF KERR }

I, DELORIS N. WILLIAMS, a Notary Public, do hereby certify that on this 7th day of September, 1977, personally appeared before me GARY PRIOUR and SCOTT STEHLING, who, having been duly sworn, declared that each is an officer of the corporation in the capacity heretofore set out and each is executing the foregoing document in the capacity therein set forth, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Deloris N. Williams
Notary Public in and for Kerr County,
Texas
My commission expires: 2-17-78



Articles of Amendment

to the Articles of Incorporation

of

Hill Country Youth Ranch

Article One: Name

The name of the corporation is Hill Country Youth Ranch.

Article Two: Specification of Amendment

The following Amendment to the Articles of Incorporation was adopted by the Board of Trustees of the corporation on September 11, 1996.

Two Articles, Article Nine and Article Ten, are hereby added to the Articles of Incorporation:

Article Nine shall read:

Article Nine: Board of Big Springs Trustees

A Big Springs campus of Hill Country Youth Ranch shall be established according to the gift deed from Miss Oma Bell Perry, dated July 26, 1996. This campus shall be called Big Springs Ranch on the Frio.

A Board of Trustees shall be constituted to oversee the development of the Big Springs Ranch on the Frio, and the names and address of the persons who are to serve as Big Springs Trustees are:

1. John Bakke
8200 Robert F. McDermott
Freeway, #820
San Antonio, TX 78230

2. James Cauthorn
10611 Pinehurst Drive
Austin, TX 78747

3. Lois Finch
2726 Albans
Houston, TX 77005

4. Dr. John Givens
P. O. Box 215
Hunt, TX 78024

5. Don Kendrick
110 Bowie Lane
Kerrville, TX 78028

6. Dr. Otis Moore
Star Rt. Box 7950
Kerrville, TX 78028

7. Jerry Oliver
110 Crescent
Kerrville, TX 78028

8. Oma Bell Perry
Rt. 1 Box 153
Leakey, TX 78873

9. Carol Priour
P. O. Box 67
Ingram, TX 78025

10. Michael Priour
P. O. Box 264
Ingram, TX 78025

11. Gary Priour
P. O. Box 67
Ingram, TX 78025

12. Janet Robinson
613 State HWY 27E
Ingram, TX 78025

13. Richard Smart
3346 Single Peak
San Antonio, TX 78261

14. Melinda Smart
3346 Single Peak
San Antonio, TX 78261

15. Herb Stumberg
Tower Life Building #705
San Antonio, TX 78205

16. Wiley Thomas
222 N. Velasco
Angleton, TX 77515

17. Keith Williams
2128 Bluff Ridge Dr.
Kerrville, TX 78028

18. Kit Werlein
700 Jefferson
Kerrville, TX 78028

Article Two: Specification of Amendment, cont.

Article Ten shall read:

Article Ten: Powers of the Trustees for the Big Springs Ranch

The above named Big Springs Trustees shall serve for life.

Should this corporation cease to operate services for children at Big Springs Ranch on the Frio in Real County, Texas, in accord with the Purposes set forth in the Articles of Incorporation, the above named Trustees shall have the exclusive responsibility, power and discretion, by so declaring in a written resolution, to convey any or all of the assets belonging to the Big Springs Ranch on the Frio, to insure continuation of their use in service to the same population of Texas children as stated in the Articles of Incorporation, which conveyance shall be accomplished in the following manner:

Upon such a written resolution, then the real estate and all assets of Big Springs Ranch on the Frio, located on that land known as Big Springs Ranch, in Real County, Texas, shall be kept whole and undivided, and shall continue to be administered for the same exclusive purposes herein stated, which shall be accomplished by conveying the real estate and structures permanently affixed thereto, to such other nonprofit corporation or corporations which, in the judgment of the Trustees, are chartered and operated in conformity with the purposes of this charter and established as a charitable corporation(s) within the State of Texas, and in compliance with Section 501(c)(3) of the IRS code.

The Big Springs Trustees shall retain these powers so long as one of them shall live. The powers of the Trustees shall dissolve and be transferred to the Board of Directors upon the death of the last living Trustee.

BYLAWS OF HILL COUNTRY YOUTH RANCH

A NONPROFIT CORPORATION

P. O. BOX 67

INGRAM, TEXAS

ARTICLE I

OFFICES

1.01 The principal office of the corporation in the State of Texas shall be located in the City of Ingram, County of Kerr. The corporation may have such other offices, either within or without the State of Texas, as the Board of Directors may determine or as the affairs of the corporation may require from time to time.

1.02 The corporation shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the corporation in the State of Texas, and the address of the registered office and the name of the registered agent at such address may be changed from time to time by the Board of Directors.

ARTICLE II

BOARD OF DIRECTORS

2.01 The affairs of the corporation shall be managed by its Board of Directors. Directors need not be residents of Texas.

2.02 The number of Directors shall be 12. Each Director shall hold office for three (3) years and until his successor shall have been elected and qualified.

2.03 At the regular April meeting of each year, the Board of Directors shall appoint a Nominating Committee for the purpose of nominating directors to replace those whose terms are expiring. The nominating committee shall make its report to the Board of Directors at the ensuing May meeting. Any member of the Board of Directors may make additional nominations. An election of new Directors shall be held at the May meeting. All directors shall take office at the regular June meeting of the Board of Directors.

2.04 Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors.

2.05 Notice of any special meeting of the Directors shall be given at least two days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed with postage thereon prepaid. The person or persons authorized to call special meetings may fix any place as the place for holding any special meetings called by them. Any director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these by-laws.

2.06 A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board.

2.07 The act of a majority of the Directors present at the meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these bylaws.

2.08 Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors, shall be filled by the Board of Directors, unless the vacancy represents a directorship appointed by the Trustees. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor.

2.09 Directors as such shall not receive any stated salaries or compensation for their services, but this shall not preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

2.10 Any action which may be taken at a meeting of Directors may be taken without a meeting, if a consent in writing setting forth the action so taken shall be signed by all of the Directors.

2.11 The directors shall meet once a month at a Regular meeting.

2.12 The Board of Directors may grant to any local civic club(s) membership(s) on the Board of Directors, such members to be chosen or appointed in a manner to be designated by the Board of Directors in a resolution adopted by a majority of the members of the Board of Directors.

ARTICLE III

ADVISORY BOARD OF DIRECTORS

3.01 The Board of Directors shall elect an Advisory Board of Directors to act in an advisory capacity.

3.02 Any member of the Advisory Board of Directors may attend any and all regular and special Board of Directors Meetings and shall be entitled to vote as a regular Director when in attendance at such meeting.

ARTICLE IV

EMERITUS BOARD OF DIRECTORS

4.01 There shall be an Emeritus Board of Directors composed of the past presidents of Hill Country Youth Ranch and the active president.

4.02 Any past president of Hill Country Youth Ranch who does not desire to serve as a member of the Emeritus Board of Directors shall notify the President that he has elected not to serve.

4.03 The Emeritus Board of Directors shall serve in an advisory and consultant capacity as ex-officio members and are entitled to attend all regular and special meetings of the Board of Directors.

ARTICLE V

OFFICERS

5.01 The officers of the corporation shall be elected by the Board of Directors shall consist of a President, a Vice President, a Secretary, and a Treasurer. Any two or more offices may be held by the same person, except the offices of President and Secretary. The Board may elect or appoint at any meeting such additional officers, such as Assistant Secretaries or Assistant Treasurers, as it shall deem desirable. Each officer shall hold office

for one (1) year and until his successor shall have been duly elected and shall have qualified.

5.02 Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed. If said officer is a Director, he may not vote thereon.

5.03 A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

5.04 An Executive Committee shall consist of the officers and one Trustee of the corporation. The Executive Committee shall administer the affairs of the corporation during the interval between meetings of the Board of Directors and shall perform such other duties as may be assigned to it by the Board of Directors, and all actions of the Executive Committee shall be ratified by the Board of Directors at its next meeting. Three (3) members of the Executive Committee shall constitute a quorum.

5.05 The President shall act as chairman at and call to order all meetings of the Board of Directors and the Executive Committee. He shall be the principal executive and administrative officer of the corporation. He may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Directors, any contracts or instruments which the Board of Directors have authorized be executed, except in cases where the signing and execution thereof shall be otherwise delegated by the Articles of Incorporation, these bylaws, the Board of Directors, or by statute to some other officer or agent of the corporation. In general he shall perform all duties incident to the office of President and such duties as may be prescribed by the Board of Directors from time to time. If the President is not a member of the Board of Directors, he shall vote in case of a tie vote of the Board of Directors.

5.06 In the absence of the President or in the event of his inability 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 upon the President. He shall have such other powers and perform such other duties as shall be prescribed by the Board of Directors.

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5.07 The Secretary shall keep the minutes of the meetings of the Board of Directors in one or more books provided for that purpose; give all notices in accordance with the provisions of these bylaws or as required by law; be custodian of the corporate records and the seal of the corporation, and affix the seal to all documents, the execution of which is duly authorized by these bylaws; keep a register of the post office address of each director; and, in general, perform all duties incident to the office of Secretary and such other duties as prescribed by the Board of Directors.

5.08 The treasurer shall exercise the general supervision of the fiscal affairs of the corporation; keep an accurate account of all funds received and expended; have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as prescribed in accordance with Article VII of these bylaws, and in general perform all the duties incident to the office of Treasurer and such other duties as may be assigned by the Board of Directors.

ARTICLE VI

COMMITTEES

6.01 The Board of Directors may designate and appoint one or more committees, each of which shall consist of two or more Directors, which committees shall have and exercise the authority to make recommendations to the Board of Directors and may act only upon the Board's approval. However, the designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed on it or him by law, by the Articles of Incorporation, or by these Bylaws.

6.02 Other committees may be designated by the President. Members thereof do not have to be Directors.

6.03 Except as otherwise provided by a resolution to designate a committee, appointment of members of committees shall be by the President.

6.04 One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

6.05 A majority of the whole committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

6.06 Each committee may adopt rules for its own government not inconsistent with these bylaws or with rules adopted by the Board of Directors.

ARTICLE VII

CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

7.01 The Board of Directors may authorize any officer or officers agent or agents of the corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances.

7.02 All checks, drafts or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed and countersigned by such persons so ordered and directed by the Board of Directors. In the absence of such determination by the Board of Directors, such instrument shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the corporation.

7.03 All funds of the corporation shall be deposited in the name of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

7.04 No debts of the corporation of any nature shall be created unless they have first been authorized by the Board of Directors or shall be debts authorized in the budget of the corporation previously adopted by the Board of Directors.

7.05 The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the general purpose or for any special purpose of the corporation.

ARTICLE VII

FISCAL YEAR

8.01 The fiscal year of the corporation shall be the calendar year.

ARTICLE IX

SEAL

9.01 The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the corporation.

ARTICLE X

WAIVER OF NOTICE

10.01 Wherever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the Articles of Incorporation or by the bylaws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI

AMENDMENTS TO BYLAWS

11.01 These bylaws may be altered, amended, or repealed and new bylaws may be adopted by a majority of the Directors present at any regular meeting or at any special meeting, if at least two days' written notice is given of an intention to alter, amend, or repeal these bylaws or to adopt new bylaws at such meeting.

A Resolution:

Be it resolved that the President of the Hill Country Youth Ranch Auxiliary shall be a member of the Advisory Board of Directors until such time as an opening on the regular Board occurs, and then that the current President of the Auxiliary shall occupy that vacancy and that this seat on the Board shall remain that of the President of the Auxiliary and shall be replaced by the Auxiliary according to its own By-laws.

STATE OF TEXAS I
COUNTY OF KERR I

THIS INDENTURE OF TRUST:

Made on the date below written, by and between HILL COUNTRY YOUTH RANCH, INC., a non-profit Texas corporation, herein called Trustor, acting herein by its undersigned officers in accordance with authority and directions duly conferred upon them by official actions of the Board of Directors and Trustees of said corporation, and A. Ross Rommel, Hilmar A. Pressler, and Carl A. Oehler, herein called Trustees, WITNESS THAT:

WHEREAS, Trustor desires to establish a trust for the charitable and educational purposes hereinafter stated, and

WHEREAS, Trustor has elected and requested the aforesaid Trustees to serve as the initial Board of Trustees of this trust, and said Trustees have accepted such office, as evidenced by their signatures below:

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants hereinafter to be made, Trustor and Trustees do hereby covenant and agree as follows:

ARTICLE I

The name of the trust shall be HILL COUNTRY YOUTH RANCH FOUNDATION, and its Trustees shall be official and collectively known as the Trustees of the HILL COUNTRY YOUTH RANCH FOUNDATION.

ARTICLE II

The trust is irrevocable and the duration of the trust shall be perpetual.

ARTICLE III *AMENDED 9.20.84*

The purposes of the trust shall be exclusively charitable and educational, and no part of the net income of the trust shall inure to the benefit of any private person or individual (except legitimate object of the purposes of the trust), and no part of the activities of the trust shall be the carrying on of the propaganda or otherwise attempting to influence legislation, it being the intent of the parties that the trust shall at all times be tax-exempt and that contributions to the trust shall be deductible from taxable income to the extent allowed by the provisions of the Internal Revenue Code and other applicable statutes and regulations.

ARTICLE IV

The charitable and educational purposes of the trust are defined as follows: The care, support, maintenance, health, education, housing, vocational and religious training and guidance, and welfare of children who are and shall become residents of the institutional home for dependent, abused, needy, and neglected children, known as "HILL COUNTRY YOUTH RANCH" situated in Kerr County, Texas, and owned, administered and operated by HILL COUNTRY YOUTH RANCH, INC., the Trustor under this trust, which purposes shall be accomplished by the delivery of all distributable funds from this trust to the duly constituted governing board and officers of HILL COUNTRY YOUTH RANCH, INC., to be used and applied by HILL COUNTRY YOUTH RANCH, INC., solely and exclusively for the purposes aforesaid.

ARTICLE V

The property or estate of this trust shall consist of:

Any and all property and funds that may be transferred, assigned and delivered to the trust or to HILL COUNTRY YOUTH RANCH, INC., by any donor or contributor with the intent that the same be used for the purposes of the trust. The trust may accept contributions restricted as to uses and purposes if they fall within the uses and purposes set forth in Article IV hereof, and in any such case the Trustees shall use or distribute the net income and principal of such restricted funds in accordance with such restrictions, but unless otherwise specifically required by any restriction, the trustees, for the purposes of investment and administration, may mingle such restricted funds with the rest of the trust property and treat such restricted funds as an undivided proportional interest in the whole trust property.

ARTICLE VI *AMENDED 7-20-94*

The Trustees shall be three in number. The Trustees shall be elected to office as such by the Board of Directors of HILL COUNTRY YOUTH RANCH, INC., which shall elect one Trustee each year at its regular meeting in the month of January, and each Trustee hereafter elected shall serve for a term of three years. In order to provide for such succession, the aforesaid initial Trustees shall draw lots to determine the length of their respective terms, which shall be for one, two, or three years. In the event of the death resignation, or failure or

inability to serve of any Trustee during his term, another person shall be elected as Trustee in his place by the majority vote of the Board of Directors, and such successory Trustee shall serve for the remainder of the three-year term of the Trustee whom he replaced. The Trustees shall receive no compensation or remuneration for their services as such, and shall not be required to furnish bonds as such.

ARTICLE VII

The Trustees shall receive, hold, administer, sell, convey, transfer, assign, invest and reinvest the property of the trust, and in so doing shall be governed as to their authority, powers, duties and responsibilities by the provisions of the Texas Trust Act, as the same now provides or may hereafter be amended to provide, which Act and its provisions shall be applicable to the trust in all respects except to the extent that the same may be inconsistent with any express provisions of this trust. This Article may be amended from time to time by action of the Board of Directors of HILL COUNTRY YOUTH RANCH, INC., concurred in by a majority of the Trustees.

ARTICLE VIII AMENDED 2-17-86

The Trustees shall make distributions from the trust as follows:

(a) All of the net income of and from the trust property shall be paid and delivered from time to time, and at least annually to HILL COUNTRY YOUTH RANCH, INC., unless the President of HILL COUNTRY YOUTH RANCH, INC., acting by due authority of its Board of Directors, shall request the Trustees in writing not to deliver any portion of such income, in which event such portion shall be retained by the Trustees and shall be deemed to become additional principal of the trust. The specific use and application of such income shall be and remain within the responsibility, direction and control of HILL COUNTRY YOUTH RANCH, INC., and its officers and directors according to the governing articles of said corporation, and the Trustees shall have no authority to direct or control the specific application and use of such income, provided that such application and use is within the purposes of the trust, and unless the source of any such income is a contribution restricted as to uses and purposes.

(b) Portions of the principal of the trust may be distributed and delivered to HILL COUNTRY YOUTH RANCH, INC., by the Trustees, from time to time, under the

following circumstances and procedure, and not otherwise: Request for such distribution shall be made in writing to the trust by the President of HILL COUNTRY YOUTH RANCH, INC., acting by direction of a two-thirds majority of its Board of Directors, which written request shall state expressly and in detail the reason for the request and the purposes for which the requested distribution is to be used. Such request shall be granted, or partially or conditionally granted, only by agreement of at least two of the Trustees, expressed in writing, and the act of any Trustee in refusing to grant such a request shall be solely, absolutely and conclusively within the discretion and judgment of such Trustee.

ARTICLE IX *AMENDED 11-20-85*

The Trustees may select a chairman and a secretary-treasurer from among themselves for such administrative functions as may be convenient in the affairs of the trust, but the authority and responsibility of the Trustees, as such, shall not be affected thereby. The Trustees shall meet regularly and at least once every quarter, and shall keep or cause to be kept written records of their proceedings, as well as regular books and accounts reflecting the condition of the affairs, properties, finances and investments of the trust, and shall furnish to the Board of Directors of HILL COUNTRY YOUTH RANCH, INC., a written report of the condition of the trust at least annually. All of such records of the trust shall be available for inspection by any officer or director of HILL COUNTRY YOUTH RANCH, INC., at all reasonable times.

ARTICLE X

In the event, and only in the event, that HILL COUNTRY YOUTH RANCH, INC., should cease to own and operate an institutional home for children in Kerr County, Texas, in conformity to the purposes of the trust, then the trust shall continue to be administered for the same exclusive purposes herein stated, which shall be accomplished by distributions from the trust for the sole use and benefit of such other child care institution or institutions as in the judgment of the Trustees are operated in conformity with the purposes of the trust; and the trust shall otherwise continue to exist and function as herein provided, except that the Trustees shall provide for their own successors as such.

In Witness Whereof, the Trustor, by and through the Officers who have affixed their signature hereto and the Trustees named herein enter into this Agreement, this 3rd day of May, 1978.



President, Hill Country Youth Ranch



Secretary, Hill Country Youth Ranch



Trustee, Hill Country Youth Foundation



Trustee, Hill Country Youth Foundation



Trustee, Hill Country Youth Foundation

STATE OF TEXAS X
COUNTY OF KERR X

BEFORE ME, the undersigned authority, on this day personally appeared Gary Priour, President of Hill Country Youth Ranch, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 3rd day of May, 19 78.



Notary Public, Kerr County, Texas

STATE OF TEXAS X
COUNTY OF KERR X

BEFORE ME, the undersigned authority, on this day personally appeared M. Scott Stehling, Secretary of Hill Country Youth Ranch, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 3rd day of May, 1978.

Lais Baker
Notary Public, Kerr County, Texas

STATE OF TEXAS X
COUNTY OF KERR X

BEFORE ME, the undersigned authority, on this day personally appeared A. Ross Rommel, Trustee of Hill Country Youth Foundation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 3rd day of May, 1978.

Lais Baker
Notary Public, Kerr County, Texas

STATE OF TEXAS X
COUNTY OF KERR X

BEFORE ME, the undersigned authority, on this day personally appeared Hilmar A. Pressler, Trustee of Hill Country Youth Foundation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 3rd day of May, 1978.

Lais Baker
Notary Public, Kerr County, Texas

00178

STATE OF TEXAS I
COUNTY OF KERR I

BEFORE ME, the undersigned authority, on this day personally appeared Carl A. Oehler, Trustee of Hill Country Youth Foundation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of
May, 1978.



Notary Public, Kerr County, Texas

ARTICLES OF AMENDMENT

TO THE

INDENTURE OF TRUST

BETWEEN

HILL COUNTRY YOUTH RANCH, INC., AS TRUSTOR

AND

HILL COUNTRY YOUTH RANCH FOUNDATION, TRUSTEE

I, Arthur A. Marston, Secretary of Hill Country Youth Ranch, Inc., a non-profit corporation of the State of Texas, do hereby certify that on the 20th day of September, 1984, there was a regular meeting of the Board of Directors which was duly called in accordance with the by-laws and at which meeting a quorum of the Directors was present; and that at said meeting the following amended Articles to the INDENTURE OF TRUST which created the Hill Country Youth Ranch Foundation on the 3rd day of May, 1978, were duly and legally adopted as replacements for said Articles in the original Indenture:

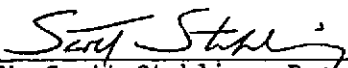
ARTICLE III

The purposes of the trust shall be exclusively charitable and educational, specifically for the support of Hill Country Youth Ranch, Inc. in its purposes, and no part of the net income of the trust shall inure to the benefit of any private person or individual (except legitimate object of the purposes of the trust), and no part of the activities of the trust shall be the carrying on of the propaganda or otherwise attempting to influence legislation, it being the intent of the parties that the trust shall at all times be tax-exempt and that contributions to the trust shall be deductible from taxable income to the extent allowed by the provisions of the Internal Revenue Code and other applicable statutes and regulations.

The Trustees shall be five in number. The Trustees shall be elected to office as such by the Board of Directors of Hill Country Youth Ranch, Inc., which shall elect the required number of Trustees each year at its regular meeting in the month of March, and each Trustee hereafter elected shall serve for a term of three years. In order to provide for such succession, the aforesaid initial Trustees as well as any additional Trustees subsequently elected in order to increase their number shall draw lots to determine the length of their respective terms, which shall be for three years or less. In the event of death, resignation, or failure or inability to serve of any Trustee during his term, another person shall be elected as Trustee in his place by the majority vote of the Board of Directors, and such successory Trustee shall serve for the remainder of the term of the Trustee whom he replaced. The Trustees shall receive no compensation or remuneration for their services as such, and shall not be required to furnish bonds as such.

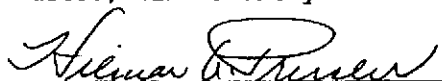
In witness whereof, the Trustor, by and through its President and Secretary who have affixed their signatures hereto and the Trustee, by and through its Secretary-Treasurer who has likewise affixed his signature hereto, hereby acknowledge these Amendments, this 3rd day of October, 1984.

Trustor, Hill Country Youth Ranch, Inc.:


 M. Scott Stehling, President


 Arthur A. Marston, Secretary

Trustee, Hill Country Youth Ranch Foundation:


 Hilmar A. Pressler, Secretary-Treasurer

STATE OF TEXAS
COUNTRY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared M. Scott Stehling, President of Hill Country Youth Ranch, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 26th day of September, 1984.

Catherine A. Sundberg
Notary Public, Kerr County, Texas
My Commission Expires 1-19-88
Catherine A. Sundberg

STATE OF TEXAS
COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared Arthur A. Marston, Secretary of Hill Country Youth Ranch, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 3rd day of October, 1984.

Jeanette A. Lenneman
Notary Public, Kerr County, Texas

JEANETTE A. LENNEMAN
Notary Public, State of Texas
My commission expires 2-6-88

STATE OF TEXAS
COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared Hilmar A. Pressler, Secretary-Treasurer of Hill Country Youth Ranch Foundation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27th day of September, 1984.

Delores N. Williams

ARTICLE OF AMENDMENT
 TO THE
 INDENTURE OF TRUST
 BETWEEN
 HILL COUNTRY YOUTH RANCH, INC., AS TRUSTOR
 AND
 HILL COUNTRY YOUTH RANCH FOUNDATION, TRUSTEE

I, Arthur A. Marston, Secretary of Hill Country Youth Ranch, Inc., a non-profit corporation of the State of Texas, do hereby certify that on the 20th day of November, 1985, there was a regular meeting of the Board of Directors which was duly called in accordance with the by-laws and at which meeting a quorum of the Directors was present; and that at said meeting the following amended Article to the INDENTURE OF TRUST which created the Hill Country Youth Ranch Foundation on the 3rd day of May, 1978, was duly and legally adopted as replacement for said Article in the original Indenture:

ARTICLE IX

The Trustees may select a chairman and a secretary-treasurer from among themselves for such administrative functions as may be convenient in the affairs of the trust, but the authority and responsibility of the Trustees, as such, shall not be affected thereby. The Trustees shall meet regularly and at least twice a year, and shall keep or cause to be kept written records of their proceedings, as well as regular books and accounts reflecting the condition of the affairs, properties, finances and investments of the trust, and shall furnish to the Board of Directors of HILL COUNTRY YOUTH RANCH, INC., a written report of the condition of the trust at least annually. All of such records of the trust shall be available for inspection by any officer or director of HILL COUNTRY YOUTH RANCH, INC., at all reasonable times.

In witness whereof, the Trustor, by and through its President and Secretary who have affixed their signature hereto and the Trustee, by and through its Secretary-Treasurer who has likewise affixed his signature hereto, hereby acknowledge this Amendment, this 22 day of November, 1985.

Trustor, Hill Country Youth Ranch, Inc.:



M. Scott Stehling, President



Arthur A. Marston, Secretary

Trustee, Hill Country Youth Ranch Foundation:



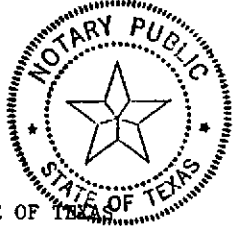
Hilmar A. Pressler, Secretary-Treasurer

STATE OF TEXAS

COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared M. Scott Stehling, President of Hill Country Youth Ranch, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 25th day of November, 1985.



Catherine A. Sundberg
Notary Public, Kerr County, Texas
Catherine A. Sundberg
My Commission Expires: 1-19-88

STATE OF TEXAS

COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared Arthur A. Marston, Secretary of Hill Country Youth Ranch, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 22nd day of November, 1985.

Dalene P. Phelps
Notary Public, Kerr County, Texas
Dalene P. Phelps
My Commission Expires:
7/12/89

STATE OF TEXAS

COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared Hilmar A. Pressler, Secretary-Treasurer of Hill Country Youth Ranch Foundation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 22nd day of November, 1985.

William F. Thompson
Notary Public, Kerr County, Texas
WILLIAM F. THOMPSON

ARTICLE OF AMENDMENT
 TO THE
 INDENTURE OF TRUST
 BETWEEN
 HILL COUNTRY YOUTH RANCH, INC., AS TRUSTOR
 AND
 HILL COUNTRY YOUTH RANCH FOUNDATION, TRUSTEE

I, Arthur A. Marston, Secretary of Hill Country Youth Ranch, Inc., a non-profit corporation of the State of Texas, do hereby certify that on the 19th day of February, 1986, there was a regular meeting of the Board of Directors which was duly called in accordance with the by-laws and at which meeting a quorum of the Directors was present; and that at said meeting the following amended Article to the INDENTURE OF TRUST which created the Hill Country Youth Ranch Foundation on the 3rd day of May, 1978, was duly and legally adopted as replacement for said Article in the original Indenture:

ARTICLE VIII

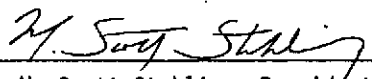
The Trustees shall make distributions from the trust as follows:

(a) All of the net income of and from the trust property shall be paid and delivered from time to time, and at least annually to HILL COUNTRY YOUTH RANCH, INC., unless the President of HILL COUNTRY YOUTH RANCH, INC., acting by due authority of its Board of Directors, shall request the Trustees in writing not to deliver any portion of such income, in which event such portion shall be retained by the Trustees and shall be deemed to become additional principal of the trust. The specific use and application of such income shall be and remain within the responsibility, direction and control of HILL COUNTRY YOUTH RANCH, INC., and its officers and directors according to the governing articles of said corporation, and the Trustees shall have no authority to direct or control the specific application and use of such income, provided that such application and use is within the purposes of the trust, and unless the source of any such income is a contribution restricted as to uses and purposes.

(b) Portions of the principal of the trust may be distributed and delivered to HILL COUNTRY YOUTH RANCH, INC., by the Trustees, from time to time, under the following circumstances and procedure, and not otherwise: Request for such distribution shall be made in writing to the trust by the President of HILL COUNTRY YOUTH RANCH, INC., acting by direction of a two-thirds majority of its Board of Directors, which written request shall state expressly and in detail the reason for the request and the purposes for which the requested distribution is to be used. Such request shall be granted, or partially or conditionally granted, only by unanimous agreement of the five Trustees, expressed in writing, and the act of any Trustee in refusing to grant such a request shall be solely, absolutely and conclusively within the discretion and judgment of such Trustee.


In witness whereof, the Trustor, by and through its President and Secretary who have affixed their signature hereto and the Trustee, by and through its Secretary-Treasurer who has likewise affixed his signature hereto, hereby acknowledge this Amendment, this 8th day of April, 1986.

Trustor, Hill Country Youth Ranch, Inc.:


M. Scott Stehling, President


Arthur A. Marston, Secretary

Trustee, Hill Country Youth Ranch Foundation:


Hilmar A. Pressler, Secretary-Treasurer

STATE OF TEXAS
COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared M. Scott Stehling, President of Hill Country Youth Ranch, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8th day of April, 1986.

Dalene P. Phelps
Notary Public, Kerr County, Texas
Dalene P. Phelps
My Commission Expires: 7/12/89

STATE OF TEXAS
COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared Arthur A. Marston, Secretary of Hill Country Youth Ranch, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8th day of April, 1986.

Dalene P. Phelps
Notary Public, Kerr County, Texas
Dalene P. Phelps
My Commission Expires: 7/12/89

STATE OF TEXAS
COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared Hilmar A. Pressler, Secretary-Treasurer of Hill Country Youth Ranch Foundation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8th day of April, 1986.

Dalene P. Phelps
Notary Public, Kerr County, Texas
Dalene P. Phelps
My Commission Expires: 7/12/89

BIG SPRINGS CHARTER SCHOOL

Hunt Office
John Givens, CEO
PO Box 215
Hunt TX 78024
830-367-3952

January 1, 2001

RECEIVED
JAN 09 2001

Mary Perry, Charter Schools Division
Texas Education Agency
1701 North Congress Ave.
Austin TX 78701-1494

Dear Mary,

I received the last Biographical Affidavit from the members of our School Management Board this morning. This makes our list complete:

Members of the School Management Board

Brenda Lea Atkins
John L. Givens
Philip James Hamman
Isabel Albarado Rubin ("Bella")
Judy Lusk Taylor

This, I believe, completes the list of outstanding documents required for our charter. Please let me know if we have anything outstanding that I have overlooked. Also, please let me know the next step for our receiving the charter.

Sincerely,


John L. Givens

00189

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)

Full Name of Sponsoring Entity and Name of Proposed Charter School: Hill Country Youth Ranch, Big Springs 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): Brenda Lea Atkins

2. Have you ever had your name changed? no If yes, give reason for the change: _____

b. Maiden Name (if female) Atkins

c. Other names used at any time _____

3. Social Security Number*: [REDACTED]

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

5. Business Address: HCR 01 Box 902, Leakey, TX 78873
Business Telephone: (820) 232-5639

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>1987 - present</u>	<u>HCR 01 Box 902</u>	<u>Leakey, TX</u>	<u>78873</u>
<u>1-95 to 5-97</u>	<u>1700 Jackson Keller # 2415</u>	<u>San Antonio, TX</u>	<u>78213</u>
<u>1991 to 1-95</u>	<u>122 El Monte Blvd</u>	<u>San Antonio, TX</u>	<u>78212</u>
<u>1990 to 1991</u>	<u>1441 W. Conchar Dr. # 812</u>	<u>San Antonio, TX</u>	<u>78212</u>

7. Education: Dates, Names, Locations and Degrees

College San Marcos SWTSC, B.S. in Ed., 1967

Graduate Studies SWTSU, M.Ed., 1971

Others SWTSU, 28 postgraduate hours in special education, supervision and administration, 1951-75

8. List Membership in Professional Societies and Associations: Texas Speech and Hearing Association, Women Writing the West

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

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
1996 - present	Cl. V. Sp. Ed. Cooperative	308 Piper Lane, Uvalde, TX 78801	Sp. Pathology Supervisor
1997 - present	Uvalde Leader-News	70 Drawer 140, Uvalde, TX 78802	Leakey Correspondent
1994 - 1999	Alamo Heights ISD	7101 Broadway, San Antonio, TX 78209	Dir. Sp. Ed. and Pupil Serv.
1974 - 1994	Alamo Heights ISD	7101 Broadway, San Antonio, TX 78209	Dir. Sp. Ed.

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 the bond, give details: _____

b Have you ever been denied an individual or position schedule fidelity bond, or had 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): State Board of Examiners License No. 11428 in Speech-Language Pathology, issued 9-13-84; TEA Certifications and Endorsements - Provision Speech and Hearing Therapy, Elem. Ed., Physically Handicapped & Language/Learning Dis; Professional Educational Diagnostician and Supervisor - issued between 1967 and 1973.

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 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 misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? no
If 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 29th day of December,
19 2000, at Real Co. Courthouse

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

Bunch Althum
(Signature of Affiant)

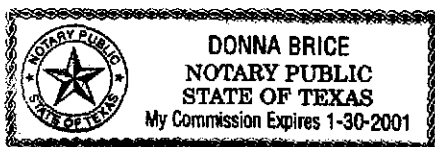
State of TEXAS
County of REAL

Personally appeared before me the above named BRENDA ATKINS
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 29th day of
DECEMBER, 19 2000

Donna Brice
(Notary Public)
My commission expires 1/30/2001

(SEAL)



TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)

Full Name of Sponsoring Entity and Name of Proposed Charter School:
Hill Country Youth Ranch, Ingram TX
Big Springs Charter School, Leakey TX

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): John Leonard Givens 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 _____

3. Social Security Number: [REDACTED]

4. Date and Place of Birth: Louisville Kentucky

5. Business Address: P.O. Box 215 HUNT TX 78024
Business Telephone: 830-367-3952

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>1974-2000</u>	<u>PO Box 215</u>	<u>HUNT TX</u>	<u>78024</u>

7. Education: Dates, Names, Locations and Degrees

College University of Texas-Austin, BS M Ed 1949
Graduate Studies University of Houston EdD. 1973

Others _____

8. List Membership in Professional Societies and Associations: _____

None

9. Present or Proposed Position with the Proposed Charter School : CEO

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
1979-84	Ingram ISD	Ingram Tx	Superintendent
1986-91	Mo Ranch	Hunt Tx	V.P. for Operations

11. Present employer may be contacted: Yes ^{none} 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 the bond, give details: _____

b Have you ever been denied an individual or position schedule fidelity bond, or had 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):

Teaching Certificate 1949

Administrative Certificate 1951

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: CEO of Big Springs Charter School
Volunteer - No Salary

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 misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No
If 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? Yes. If so, please furnish details: Medical Malpractice in death of my son.

Dated and signed this _____ day of _____, 19____, at _____

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

(Signature of Affiant)

State of _____
County of _____

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 _____ day of _____, 19____

(SEAL)

(Notary Public)
My commission expires _____

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)

Full Name of Sponsoring Entity and Name of Proposed Charter School: Big Springs Youth Ranch/Hill Country Youth Ranch; Big Springs Charter School - School Management Board.

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): Philip James Hamman

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 _____

3. Social Security Number*: 

4. Date and Place of Birth: 05-29-1932; Tulsa, Oklahoma

5. Business Address: P.O. Box 452, Leakey, TX 78873
Business Telephone: 830-232-5074

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
<u>96 to Present</u>	<u>P.O. Box 452</u>	<u>Leakey, TX</u>	<u>78873</u>
<u>89 to 96</u>	<u>1515 Wolf Run</u>	<u>College Station</u>	<u>77840</u>
<u>79 to 89</u>	<u>2805 Army Ct.</u>	<u>College Station</u>	<u>77840</u>

7. Education: Dates, Names, Locations and Degrees

College 1949-1953 Zoology, Texas A&M Univ. BS

Graduate Studies 1956 to 1958 Entomology, Texas A&M Univ, MS

1970-1977 Entomology, Texas A&M Univ. Ph.D.
Others _____

8. List Membership in Professional Societies and Associations:

Entomological Society of America

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

Vice Chair

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
1996-present	Retired		
1977-1996	Texas Agric. Ext. Serv.	Texas A&M Univ.	Entomologist

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 the bond, give details: _____

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? _____
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)

1975 Registered Professional Entomologist, current

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 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 misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No
If 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 12th day of December, 2000, at Leaky, Real County, Texas

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

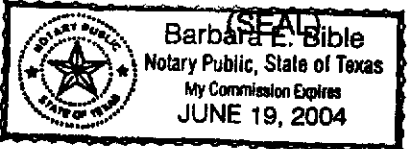
Philip Namman
(Signature of Affiant)

State of Texas
County of Real

Personally appeared before me the above named Philip Namman 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 December, 2000

Barbara E. Leshli
(Notary Public)
My commission expires June 19, 2004



TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)

Full Name of Sponsoring Entity and Name of Proposed Charter School: Big Springs 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): Isabel Albarado Rubio ("Bella")
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 _____

3. Social Security Number*: 

4. Date and Place of Birth: Uvalde, Texas

5. Business Address: P.O. Box 750, Leakey, Texas 78873
Business Telephone: (830) 232-5202

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>20 years</u>	<u>4.3 miles South US Hwy 83</u>	<u>Leakey, TX</u>	<u>78873</u>

7. Education: Dates, Names, Locations and Degrees

College None

Graduate Studies None

Others _____

8. List Membership in Professional Societies and Associations: _____

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 officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
11/96 - current	Real County	P.O. Box 750, Leakey, TX	County District Clerk
5/85 - 11/96	John Daniel Co. Atty	P.O. Box 27, Leakey, TX	Office Admin.
4/81 - 5/85	Ray Epps Atty At Law	Houston, TX	" "
9/79 - 9/81	Real County	P.O. Box 657, Leakey, TX	Chief Deputy Clerk

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? Yes
If any claims were made on the bond, give details: _____

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? _____
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 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 misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No
If 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 13th day of December, 2000, at Courthouse - Leakey

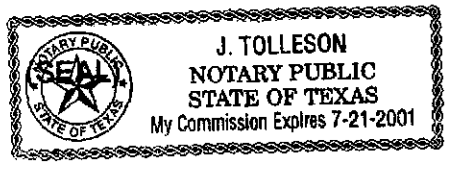
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Bella A. Rubio
(Signature of Affiant)

State of Texas
County of Real

Personally appeared before me the above named Bella A. Rubio 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 13th day of December, 2000



J. Tolleson
(Notary Public)
My commission expires 7-21-2001

November 30, 2000

Dear Bella,

I'm still working to get in all of the paperwork that is necessary to keep folks busy at TEA. They tell me that we need a Biographical Affidavit Form filled out and signed by each member of the School Management Board. They specify that the signature must be in blue ink. (So that they can tell that it is an original and not a copy.) Also, the form must be notarized. I will pick them up next Wednesday at the Board meeting.

Thanks


John

**TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)**

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____
Hill Country Youth Ranch, Ingram TX
Big Springs Charter School, Leakey TX

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): Judy Lusk Taylor
2. Have you ever had your name changed? no If yes, give reason for the change: _____

b. Maiden Name (if female) Scheffelin
 c. Other names used at any time _____

3. Social Security Number*: _____

4. Date and Place of Birth: Washington, D.C. _____

5. Business Address: PO Box 249 Barksdale, Texas 78828
 Business Telephone: (830) 234-3350

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
1997-present	P.O. Box 249	Barksdale, TX	78828
1995-1997	1301 West Lynn	Austin, TX	78803
1974-1995	407 Honeycomb	Austin, TX	78846

7. Education: Dates, Names, Locations and Degrees

College UT, Austin, BS in Ed, 1970
 Graduate Studies Masters, Sp. Ed. M.T.I. / SWTSU, Certif. adm., 1972

Others _____

8. List ^{past} Membership in Professional Societies and Associations: Delta Kappa Gamma, Phi Delta Kappa, co-chair "Pebble Project," a child abuse prevention program

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

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
Present	Self	P.O. Box 249	owner, Lost Canyon Retreat Ranch, Burleson, TX
1971- 1983	Austin ISD	111 W. 6th	Teacher, assistant principal
1983-1997	"	"	Principal, Becker Sch.

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 the bond, give details: _____

b Have you ever been denied an individual or position schedule fidelity bond, or had 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): 8/1/71 Tx Teacher certif, gen'l
8/1/71 Provision Physical Handicap
6/20/85 Prof. mid. mgmt administrator (Life)

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 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 misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? no
If 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 13 day of December,
19 2000, at Camp Wood, Texas

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.
Judy L Taylor
(Signature of Affiant)

State of Texas
County of Real

Personally appeared before me the above named JUDY L TAYLOR
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 13 day of
December, 19 2000

Jonda O. Madden
(Notary Public)
My commission expires 3-4-2001



DEFINITIVE RULING

Date: APR 26 1979

Our Letter Dated:

October 14, 1977

Person to Contact:

Judy Hitchcock

Contact Telephone Number:

(512) 397-5716

Hill Country Youth Ranch
c/o Gary Priour
Box 67
Ingram, TX 78025

AUS:EO: 79-1017

—Gentlemen:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

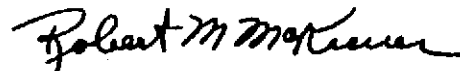
Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section 170(b)(1)(A)(vi). Your exempt status under section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, a grantor or a 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 that resulted in your loss of section 509(a)(1) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Robert M. McKeever
District Director

00206



HILL COUNTRY YOUTH RANCH • Box 67 • Ingram, Texas 78025
Phone 830-367-2131 Fax 830-367-6108 E-mail: info@youth-ranch.org Website: www.youth-ranch.org

OFFICERS

Harold Buell
President
L. Brent Bates
Vice-President
Jami Carroll-Hinton
Secretary
John E. Bakke III
Treasurer
Gary Priour
Executive Director

DIRECTORS

Mary Ann Auld
John E. Bakke III
L. Brent Bates
Harold Buell
William K. Griffin
Jami Carroll-Hinton
E.E. "Skip" Mahaffee
Dave Nicholson
Louise Saunders

ADVISORY DIRECTORS

Judge Steve Ables
Judge Robert Barton
Bob Boerner
Bill Cowden
Azalie Dole
Dr. John Givens
Carl Hawkins
Mike Hickey
Richard M. Hosler
Gene Hutzler
Ray Lehman
Dewey Livingston
Bruce McGraw
Marj Nicholson
W.C. O'Donnell, Jr.
Dale Priour
Masel Quinn
Louis Romero, Jr.
Charles Schreiner IV
Scott Stehling
Thompson Temple
Kanella Turner
W. Robert Vaden
Mamie Webb
Kit Werlein
Bert Winston
Dr. Dale Wood

FOUNDATION TRUSTEES

James Avery
Howard Collins
Porter Garner, Jr.
Jerry Oliver
L. Herbert Stumberg, Jr.
Hilmar Pressler
Trustee Emeritus

TAX EXEMPTION CERTIFICATE

THE UNDERSIGNED HEREBY CLAIMS AN EXEMPTION FROM PAYMENT OF TAXES UNDER CHAPTER 20, TITLE 122A, REVISED CIVIL STATUTES OF TEXAS, FOR THE PURCHASE OF THE TAXABLE ITEMS DESCRIBED BELOW OR ON ATTACHED ORDER OF INVOICE, WHICH IS MADE A PART HEREOF, AND WILL BE PURCHASED FROM

THE REASON THAT SAID PURCHASER IS CLAIMING THIS EXEMPTION IS:

A PUBLIC FOUNDATION UNDER SECTION 501 (C) (3)
OF THE IRC
A CHARITABLE, NON-PROFIT CORPORATION CHARTERED
IN TEXAS, CHARTER NO. 401870
FEDERAL I.D. 74-190-7867

THE PURCHASER WILL BE LIABLE FOR PAYMENT OF THE LIMITED SALES AND USE TAX IF HE USES THE ITEMS IN SOME MANNER OTHER THAN THE REASON LISTED ABOVE, HE SHALL BE LIABLE FOR THE TAX BASED ON THE PRICE PAID FOR THE TAXABLE ITEMS.

DESCRIPTION OF THE TAXABLE ITEMS TO BE PURCHASED:

EXECUTED THIS _____ DAY OF _____, 199_____.

HILL COUNTRY YOUTH RANCH
PO BOX 67
INGRAM, TX 78025

BY: _____

March 12, 2001

Ms. Mary Perry
Assistant Director
Charter Schools Division
Texas Education Agency
1701 North Congress Ave.
Austin, Texas 78701-1494

Via FedEx

Re: Big Springs Character School

Dear Ms. Perry,

Enclosed please find two executed contracts for Big Springs Charter School. Please forward one (1) executed copy to us after the Chair of the State Board of Education executes the contract.

Thank you for your assistance in this matter. If you should require any further information, please feel free to let me know.

Best regards,



L. Brent Bates, CFP, CLU, ChFC
Bates Total Asset Management, Inc.

LBB/md
Enclosures



TEXAS EDUCATION AGENCY

1701 North Congress Ave. ★ Austin, Texas 78701-1494 ★ 512/463-9734 ★ FAX: 512/463-9838 ★ <http://www.tea.state.tx.us>

Jim Nelson
Commissioner of Education

November 15, 2000

Gary Priour
Big Springs Charter School
Hwy 39
Ingram, TX 78025

Dear Mr. Priour:

This letter is to confirm that on November 3, 2000, the State Board of Education granted your charter contingent upon documentation of compliance with all areas of concern noted in the internal review of your application or raised with you during the interview process. Enclosed are the results of the internal review conducted by the special education, legal services and audits divisions. Your application may have concerns raised from any or all of these divisions. To allow for staff review prior to the January board meeting, the Charter Schools Division must receive all documentation confirming that contingencies have been met by December 27, 2000. However, in order to be placed on the Planning Committee Agenda, please leave a message for me at (512) 463-9575 no later than December 20 if you plan on presenting documentation in January. The Planning Committee is scheduled to meet on Thursday, January 11, 2001, where staff will update the committee on your progress. If all contingencies have been met, the committee will direct staff to issue a contract. You are invited to attend that meeting to answer any questions the committee may have.

For charter schools approved by the board to convert in January 2001, you are reminded of the mandatory orientation scheduled for November 27 and 28, 2000, at the Travis Building, 1701 N. Congress, Austin, room 1-104. The final schedule is still being adjusted but sessions will begin at 8:30 both days and continue until 4:00. At least one person from your school must attend the complete orientation, and you may find it helpful to bring several individuals. Other new charter schools are invited to attend or may choose to wait for the spring orientation.

There are several other enclosures. If you have not already completed a copy, the **Initial Report of Benefits or Campaign Contributions for the State Board of Education** form should be completed and returned to the Charter Schools Division with your other documentation. The Business Protocol Handbook details funding procedures for charter schools. The last document has your charter school name at the top of the page. The first page of the three-page document asks for verification of some of the information discussed in the handbook. All of the items noted on the first page must be in place to get vendor identification (VID) number. A VID number is required before any state or federal funding can flow to your school. Although many of the numbers indicated on the first page might be included in your charter application, accuracy is critical so we are asking you to confirm each of those numbers. Please return page one with the signed originals of the federal assurances, pages 2-3. Include also a copy of your letter requesting tax exemption.

We look forward to working with you in the future and to seeing some of you at the orientation. If you have questions, please contact a staff member at (512) 463-9575.

Sincerely,

Mary Perry
Manager, Division of Charter Schools

MP:jw

BIG SPRINGS CHARTER SCHOOL

Impact Statement: Page 65 of the application represents that the Impact Statement was sent on 8-17-00 to the two potentially affected districts. With the supplemental 9-08-00 submission are notes from the two districts confirming that they were received.

Public Notice: OK (p. 15). Copy of notice provided in supplemental 9-08-00 submission.

Geographic Boundaries: OK (p. 64).

Admissions: The school proposes to automatically admit all students who reside on the Big Springs Ranch for Children (which is sensible, given that the entire purpose is to create a school for these children) (p. 78). Conceivably there might be an issue if the school is planning on receiving federal funds for charter schools, because this could be deemed an exemption from the lottery that is not described in federal guidelines. (However, the school may not need federal funds, in that it is already an existing and well-funded organization.) Proposed initial enrollment is 30 students (p. 16).

Facilities: The school facilities will be new construction added to a residential ranch already housing abused and troubled children. The facilities sound as though they will be suitable, although of course TEA will need to see safety inspection documentation after construction occurs. The property is already owned by the sponsoring entity. (pp. 62-63)

Governance Structure:

- ◆ The copy of the Articles of Incorporation (pp. 4-5) appears to be incomplete.
- ◆ Are the Board of Trustees and Board of Directors separate bodies? The Articles of Incorporation describe a Board of Trustees and the By-Laws describe a Board of Directors. Although I would have assumed that this was the same body described in two different ways, Section 2.08 of the By-Laws calls this into question: "Any vacancy occurring in the Board of Directors, and any directorship to be filled by reason of an increase in the number of Directors, shall be filled by the Board of Directors, unless the vacancy represents a directorship appointed by the Trustees." (p. 7) Who are the Trustees, how are they chosen, and what is the relationship between the Board of Trustees and Board of Directors?

The board of the sponsoring entity HCYR will appoint a separate school management board, which seems appropriate, since HCYR has substantial non-charter business. The applicant is clear, though, that the sponsoring entity's board is ultimately responsible for compliance with the charter (p. 67).

Evidence of Nonprofit Status: OK (p. 2 and Attachment 3).

Other: Proposed School Data on back of the cover page discloses that the sponsoring entity has been involved in sanctions from a state regulatory agency, and that a professional employee or member of the governing board has been involved in bankruptcy. The latter is apparently John E. Bakke, III, whose biographical affidavit says that he was adjudged bankrupt and discharged. If details about the former (state regulatory sanctions) were provided in the application, I missed them.

NOTICE OF INTENT TO APPLY

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 BIG SPRINGS CHARTER SCHOOL

Mailing Address PO Box 215
HUNT TX 78024

Phone Number (830) 367-3952

- 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
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