

**Application Presented to the**  
**State Board of Education**  
**for the Operation of a**  
**Texas Charter School**

**Texas Empowerment Academy**  
**1210 Rosewood**  
**Austin, TX 78702**

Receipt by TEA: _____	Date of Committee Review: _____
_____ Approved _____ Not Approved	Date of SBOE Review: _____
	Beginning Date of Operation: _____

**Application for Approval of an  
Open-Enrollment Charter**

*Instructions: Submit four copies of completed application with the proposed charter and assurances signed by the Chief Operating Officer of the School and the evidence of parent/community support to the Texas Education Agency, Document Control Center, 1701 North Congress Ave., Austin, Texas 78701. For assistance, contact the Office of Charter Schools at (512) 463-9575.*

Chief Operating Officer of Proposed Charter: Betti C. Stroud Title: CEO/Founder

Name of Sponsoring Entity: T. A. Unlimited Inc. (Tri-Angel Unlimited / TAU)

The applicant is an "eligible entity" under the following category (check one):  
 an institution of higher education (TEC 61.003);  a tax-exempt organization [ 501(c)(3)];  
 a private/independent institution of higher education (TEC 61.003);  a governmental entity.

Sponsor Address: 1210 Rosewood Ave. City: Austin, TX 78702

Zip: 78702 Phone Number: 512-494-0760 FAX: 512-494-0199

Name of Proposed Charter: Texas Empowerment Academy

Charter Site Address: same as sponsor City: same

Zip: same Phone Number: same FAX: same

Grade Levels:	<u>5 - 8</u>	Expected Initial Enrollment:	<u>80</u>	Projected Max. Enrollment:	<u>160</u>
	<u>5 - 12 by year 5 of charter</u>				

The charter will primarily serve an area that is geographically:  urban  suburban  rural

In succinct terms describe the proposed school including grade levels offered, student populations served, educational focus and any other essential characteristics. For example, "The Seventh Avenue Charter School is designed to recover students who have dropped out of high school and prepare them through vocational training to be productive contributors to society."

The Texas Empowerment Academy is designed to serve middle and high school students motivated to commit to the pursuit of academic and personal excellence and responsible citizenry regardless of circumstantial and developmental obstacles.

Indicate the approximate percentage of each student population in as many categories as are applicable:

0 pre-kindergarten; 2 special education; 5 migrant;  
75 economically disadvantaged; 5 limited English proficiency; 10 recovered dropouts;  
25 at risk of dropping out;  
5 pregnant or parent students; \_\_\_\_\_ other \_\_\_\_\_

The facility to be used for an open-enrollment charter school is owned by Carsey Cooperative Properties  
 a commercial entity  a non-profit entity  a school district.

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**1) Give the long range vision (5-10 years) and the goals (of at least the first year) of the school.**

We envision . . . . .

*students at the center of learning who are challenged by and engaged in the learning process; students acquiring core knowledge; developing higher-order, problem-solving, critical and creative thinking skills; honing social skills and increasing personal and civic responsibility... More to the point - students are being provided what they will need to master the complex tasks, problems, and issues that are integral to membership in a group; an organization; community; society or a complex world.*

The mission of The Texas Empowerment Academy is to provide its students with a sound education in a nurturing and stable environment conducive to learning and academic excellence. Specific objectives for achieving high academic standards include:

- Providing a broad-based curriculum combining basic skills with fine arts, multicultural studies, self-awareness/self-development courses, leadership skills, athletics, science, engineering and computer technology.
- Giving individualized attention in a small classroom setting.
- Promoting enthusiasm for work and the acquisition of knowledge.
- Encouraging in students a sense of duty and responsibility to themselves and their community.
- Producing graduates who exceed the basic requirements for functioning effectively in society.

At the conclusion of our fifth year of operation, The Texas Empowerment Academy intends to be recognized as providing the an outstanding t middle/high school program in Central Texas. By the end of year ten, The Texas Empowerment Academy hopes to be recognized as one of a model middle/high school programming Texas. e.

In support of this vision and the charter school's mission, we have set the following goals and objectives.

**Administrative Goals**

Goal 1:

To run an efficient and effective school so that were parents and staff can fully concentrate on successful educational outcomes.

Objectives:

- Enrollment will increase as parents become aware of the exceptional program offered with no tuition charge.

- Parents will know that The Texas Empowerment Academy offers a safe, stable and nurturing environment for their children (i.e., free of gangs, peer pressure, drugs, guns, etc.)
- Parents will know that their children are being taught by high quality teachers who are sincere about the quality of education provided.
- Instructors will be hired who are content knowledgeable and extensively trained in teaching adolescents, and who have demonstrated the ability to relate to and effectively work with students of our target population.
- Parental involvement in the school and at home with the student's studies, interests and activities will dramatically increase.
- Attendance will remain at a 95% or higher level.

The fulfillment of The Texas Empowerment Academy's mission will enable students to achieve academic, social, and career success by creating a learning environment that provides high-quality and challenging work; encouragement in developing personal responsibility; and opportunities to discover the broad range of options available to them in the world beyond secondary school.

Through Experience-Based Learning, including that which takes place in workplaces, the community, and other settings outside and inside the classroom, students will be encouraged to see the connections between their school-based studies and the real world. These experiences will also serve as tools to motivate and to stimulate a "yearning for learning". The determination in students to succeed will be strengthened by their having seen that the competencies required for information - and knowledge- driven 21<sup>st</sup> century workplaces will require a college education or a higher level of training if they are to reach their fullest academic and social potential.

## **Academic Goals**

### Goal 1:

Students will empower themselves to achieve personal academic excellence.

#### Objectives:

- Students will develop and maintain on a regular basis, *Personal Excellence Plans* (PEP's) in consultation with teachers, parents, peers and mentors for academic and non-academic goals.
- Students will understand their own learning processes and be able to use and apply this knowledge in setting PEP goals.

- Students will conduct self-evaluations and develop plans for continuous improvement.
- Students will use assessment feedback to monitor their progress toward achieving *Core Curriculum Content and Workplace Readiness Standards*, performance indicators and goals they have set for themselves.
- Students will demonstrate a commitment to continuous improvement.
- Students will learn and apply Total Quality Learning (TQL) principles to their work.

Goal 2:

The Texas Empowerment Academy during its early years will develop high-quality curricula that embrace the *Texas Essential Knowledge and Skills* and that integrate Experience-Based Learning, human interaction sensibility, self-knowledge, technology and the performing arts.

Objectives:

- A Visual and Performing Arts curriculum will be developed for all grades served.
- A Language Arts Literacy curriculum will be developed for all grades served.
- A Comprehensive Health and Physical Education curriculum will be developed for all grades served.
- A Mathematics curriculum will be developed for all grades served.
- A Science curriculum will be developed for all grades served.
- A Social Studies curriculum will be developed for all grades served.
- A curriculum for the foreign languages to be taught for all grades served.
- A curriculum for Introduction to Business including units on accounting, finance, marketing, economics, and entrepreneurship will be developed and taught for all grades.
- Workplace Readiness Standards (SCANS) will be integrated into curricula for all content areas in appropriate grades.
- A computer/Technology curriculum will be developed for all grades served.

Goal 3:

Students will master rigorous grade-level-appropriate curricula in all core content areas and cross content workplace readiness standards.

Objective:

- Students will demonstrate increasingly higher levels of competencies in all areas when measured with standardized assessments twice a year.
- Students will develop awareness of careers related to all core and additional content areas.

Goal 4:

In addition to the core Language Literacy Arts standards pertaining to speaking and writing, students will develop and apply written and verbal communications skills from the position that these will be *fixtures* of the curriculum.

Objectives:

- Students in all grade levels will write across the curriculum.
- Students in all grades will write articulately in several styles - simple to complex, including personal narrative; expository; persuasive; and critical.
- Students in all grades will write essays of varying lengths.
- Students in all grades will write research papers, short stories, poems and in other genres.
- Students will document their Technology Education learning experiences
- Students will develop effective oral communication skills using standard English.

Goal 5:

Students will develop critical and higher-order thinking skills.

Objectives:

- Students will learn to go beyond the surface and first impressions.
- Students will develop the initiative to figure things out for themselves.
- Students will ask questions to clarify what they do not understand.
- Students will be able to explain concepts to each other.
- Students will learn to break big questions or tasks into smaller more manageable parts.
- Students will learn how to use resources to find what they need to know.
- Students will learn to use Socratic questioning to extend their critical thinking capabilities.
- Students will learn to call into question their assumptions and beliefs.

Goal 6:

Students will develop problem-solving skills.

Objectives:

- In the role of researchers, students will learn to seek and use information to solve problems.
- In the role of designers, students will design solutions to practical problems using a design process model.
- In the role of fabricators, students will implement their proposed problem-solving designs.
- In the role of testers, students will test their solutions.
- In the role of evaluators, students will evaluate their problem-solving designs.
- Students will pose problems and problem-solving tasks on their own.

Goal 7:

Students will participate in experience-based learning including but not limited to: career exploration, work-based, community and service learning.

Objectives:

- Students will establish and maintain *Career Planning Portfolios* (CPP's) which will be developed from grades 5-12
- Students will complete self assessments of their values, interests and abilities concerning careers and occupations.
- Students will research the knowledge, training, skills, attitudes and other traits required to perform particular jobs or to be successful in a career.
- Students will maintain journals in which they will reflect on their experiences.
- Students will identify the knowledge, skills and competencies needed to perform specific tasks in these settings.
- Students will be able to identify related academic and school-based concepts used in these settings.
- Students will frame issues related to occupational areas explored and research the issues using multiple resources, applying academic knowledge, giving oral presentations and exhibiting findings.
- Students will participate in a mentoring program .

Goal 8:

Students will develop technological literacy in the use of technology as instructional and problem-solving tools.

Objectives:

- Students will use computers as word processing and research tools.
- Students will develop a basic understanding of various systems of technology in the home, workplace, and society.
- Students will develop an understanding of the impacts of technology on people, society, and the environment.

Goal 9:

Students will pursue additional education or occupational training at post-secondary institutions.

Objectives:

- All students will explore some type of post-secondary education or training starting in grade 5.
- Students will research and document in their PEP's and CPP's the admissions criteria, program offerings, cost and other general information for post-secondary institutions under consideration by grade 8.
- Students will consult with teachers, parents, counselor and mentors on career plans.

- All students will apply to and be accepted to at least one accredited post-secondary institution.

Goal 10:

Students will pursue creative and artistic expression at school and in the world outside.

Objectives:

- All students will develop the skills of creative problem-solving, artistic perception and expression;
- Students will develop a unique medium of personal expression and communication.
- Develop an arts curriculum that contributes significantly to the quality of life.
- Assist in interpreting and exemplifying our culture and other world cultures.
- Use the arts to enhance, enrich, and enliven various curricular areas to provide a balanced environment for learning.
- Allow students to become aware of themselves and their feelings.
- Students will develop awareness that will help students make better choices about careers and the use of leisure time activities.
- Offer teachers alternative strategies through the use of the artistic mode.
- Develop future citizens with aesthetic sensitivity

**Non-Academic Goals**

Goal 1:

Students will develop human interaction sensibility.

Objectives:

- Students will show respect for other's differences, opinions, ideas, property and privacy.
- Students will develop skills in working in teams.
- Students will assess their interpersonal styles and modify negative social behaviors.
- Students will be able to explain the impact their behaviors may have on others and discuss the consequences negative behaviors may have on themselves, others and society.
- Students will learn how to communicate more effectively with others and apply that knowledge to relationships in school, at home, in the community and in the workplace.
- Students will respect school rules and regulations.
- Students will develop the ability to give and receive constructive feedback.
- Students will learn how to manage their anger and resolve conflicts.
- Students will learn to appreciate other cultures and develop pride in their own.
- Students will be involved in peer-learning and mentoring.
- Students will develop leadership skills.



Goal 2:

Students will develop personal responsibility

Objectives:

- Students will develop habits of preparedness for learning, with pencils and other tools.
- Students will complete all homework assignments.
- Students will wear their uniforms to school everyday.
- Students will not lose their textbooks and other school property.

Goal 3:

Students will develop consciousness of ongoing change and be able to discuss the impact of change from several standpoints, including: historical, technological, social, economic, personal, etc. and learn how to adapt to and handle change.

Objectives:

- Within the context of content areas students will use critical thinking skills and research to document and discuss change which has already occurred.
- Within the content areas students will use visualization to project or anticipate future change.
- Students will develop strategies for adapting to future change.

**2) Describe the governing structure of the open-enrollment charter, including board composition, selection process and responsibilities. Also describe the role of administrators, faculty, parents, students, and community members in the leadership and decision-making of the school.**

This charter school will be governed by the Board of Directors of T. A. Unlimited Inc. (Tri-Angel Unlimited/TAU), a 501c(3) non-profit organization. The current TAU Board of Directors will be responsible for setting school policy, ensuring that the mission of the school is upheld and governing the school in accordance with its bylaws, charter, and state and federal statutes. Integral to this function is the board's ongoing assessment of the school's programs, its processes and systems (utilizing input from the School Advisory Council).

One of the first actions that the Board of Directors will take upon the granting of the charter is to appoint various community, parental, administrative, faculty, and student leaders to serve on the newly-created School Advisory Council. The Council will consist of 11 members, whose charge will be to assess all aspects of school operations and bring recommendations for improvement to the Board of Directors.

TAU's mission, philosophy, main goal and objective serve well as the impetus to seek charter school status. TAU's **mission** is to empower people to help themselves through service learning and volunteerism. Tri-Angel Unlimited's **philosophy** grew from principles derived from the arena of Occupational Therapy (the Founder's professional field and background). The overall **goal** of this entity is to implement an empowerment system that makes available self-help opportunities for social, recreational, educational, economic, spiritual, emotional and civic growth and brings together individuals, non-profits and businesses to make these opportunities available at TAU's Community Empowerment Center.

The main **objective** is to promote emotional, financial, physical and family stability and increase the sense of community and self-responsibility of participants through facilitation of meeting basic needs, experiencing personal achievement, seeking a state of wellness, participating as family units, and connecting as effective community members.

The operation, support, community and family involvement and successful outcomes needed will serve as a cornerstone for implementation of TAU's empowerment system. Six interactive programs comprise this system and are as follows: Community Empowerment Center; Community Empowerment Co-op; Power Exchange; Give Greater Austin; Integrated Enterprise; and Front Porch Homes. When fully actualized, the programs will serve a facilitative capacity for the School in the following manner:

**Community Empowerment Center** - Facility that will serve as a primary site for the charter school operations and administration activities; facility to serve as a primary site for coordination of collaborative community activities that promote the social, recreational, educational, economic, spiritual, emotional and civic development of motivated community members to include charter school family units; Center Program Director to serve as coordinator of a comprehensive and diverse schedule of activities designed to promote intergenerational and family access; Center Program Director to serve as coordinator and supervisor of hands-on educational internships for postsecondary students to participate in community-based wellness programming and charter school administrative and educational operations; and The Center's Empowerment Council to serve as a vehicle for facilitating participant input and action towards the Center management and charter school support, and structured with five committees focused on supportive management of activities, volunteers, finances, facilities and mediation needs.

**Community Empowerment Co-op** - To assist in the development of creative collaborative relationships with non-profits and funding resources to meet community and programmatic needs and enhance resources for the Center and charter school support: i.e. collaboration with Neighborhood PRIDE for placement of a greenhouse on Center site for educational, recreational, entrepreneurial and community development activities; collaboration with Austin FreeNet for technological set-up.

Four additional programs that we intend to implement are:

Power Exchange;  
Give Greater Austin;  
Integrated Enterprise;  
Front Porch Homes;

These are briefly described in the **Appendix A**.

Current Board members, affiliations and responsibilities are shown in **Appendix B**.

As School Advisory Council members and Board of Directors are selected or replaced, the following criteria will be considered:

- a. Knowledge of innovative educational practices
- b. Ability to raise funds for the school
- c. Interpersonal and communication skills
- d. Commitment to diversity and awareness of ethnic issues
- e. Personal interview
- f. Bring diversity of life and work experience
- g. Provide moral, educational and physical leadership and support to the school.
- h. Level of committed interest to our School, its curriculum and its students.
- i. Willingness to be actively involved.

The Board and Council will meet at least quarterly, either separately or jointly as appropriate. Board and Council members are highly encouraged to attend all meetings, offer advice and suggestions for improvement to the school, participate in fundraising and foundational requests (solicitation of equipment, materials, supplies and funds) and to consistently promote The Texas Empowerment Academy in the Greater Austin area. All meetings of the Board and Council where the charter school is discussed will follow the regulations of the Open Meetings Act (unless exempt, i.e. personnel matters). We will also follow the regulations of the Open Records Act in the operation of the school. The members of the Advisory Council will be clearly informed that their position is **advisory** and that the Board has the ultimate decision-making authority.

Administrators, faculty, parents, students, and community members will be invited to participate in informal school-wide get-togethers to discuss the issues, concerns, needs and direction of the school. The Texas Empowerment Academy will hold several Open Houses and public forums each year to inform the community of our accomplishments and to solicit input and information to add to The Texas Empowerment Academy's quality.

Faculty members will be advised by the Superintendent, before hiring, of the challenges and opportunities inherent in this type of situation, including non-traditional duties and hours. At least one faculty member will always be on the Council.

Parental involvement will be a key to the success of The Texas Empowerment Academy. At least one parent will always be on the Council.

Students will sign a contract outlining the responsibilities that will be integral to their enrollment in the school. At least one student from each grade will always be on the Advisory Council.

**3) Describe the educational program to be offered, including the required curriculum under Texas Education Code (TEC) Sec. 28.002, and student attendance requirements.**

### **Student Attendance Requirements**

Every student will relish the fact that they will be given individual attention. Attendance is anticipated to average 98-99%. Many children will attend this school because they lack of challenge and motivation in the regular public school system. Students will be expected to maintain 95% attendance. Enrollment may be terminated without further notice if a student misses five consecutive days with no communication from the parent or student. An official policy regarding tardiness, suspension and expulsion will be developed by the School Advisory Council.

### **The Educational Program**

One main focus of the Texas Empowerment Academy is, in part, an adaptation of the School-to-Work/Career concept which espouses two main goals: 1) high academic standards and 2) preparation for obtaining high-skilled jobs or further education. Although not providing specific occupational programs, the Texas Empowerment Academy, by providing opportunities for Experience-Based Learning, a second primary focus, (including that which takes place in the workplace, the community and through entrepreneurial projects), will enable students to become aware of various careers and to develop an understanding of the knowledge, skills and competencies required to be hired into and to be successful in those careers. In addition, the prospect of an attainable career will stimulate the students' interest in school-based learning; hence, increasing its perceived relevance to their lives. Rather than purporting to prepare students to enter the workforce after completing the Texas Empowerment Academy, students are equipped with a strong academic foundation for success in college or other institution of higher learning.

The complex issues underlying educating today's youth, especially those in urban communities, require complex (or perhaps more accurately - comprehensive) solutions. A cornerstone of the charter school's educational program is the Integrated Instructional and Learning Model. While not a panacea, the model seeks to address many of these issues. The Integrated Instructional and Learning Model is the framework for designing a curriculum that embraces the core curriculum content standards and for creating developmental and guidance programs. Core content, Experience-Based Learning, human interaction sensibility and self-knowledge are the four interlocking components of the model. Additional areas of study common to all four components of the model, include those previously mentioned (problem-solving, critical and higher-order thinking skills) as well as: the gathering and use of information; technology; project learning; writing and speaking; in-depth learning; and the application of safety principles.

The school will begin with 80 students- 20 in grade 5, 20 in grade 6, 20 in grade 7 and 20 in grade 8. In each of the following years the same number of new students will be enrolled in each of these 4 grade levels with the previously enrolled moving up a grade until by the fifth year of operations the grade configuration will be 5-12.

Given our rigorous academics, high standards of excellence and challenging curriculum, pre- and post-sessions will be added to the school day. Ninety minute blocks (at a minimum) will allow for interdisciplinary and in-depth instruction and flexible scheduling for Experience-Based Learning.

The Texas Empowerment Academy culture will grow into one of parent, community, and business and industry involvement; firmness but fairness in expectations; a Total Quality orientation; collaborative leadership; innovation; self-evaluation and continuous improvement. This type of culture will foster: firstly - the enjoyment of teaching and learning, secondly - the appreciation for the gifts each member of the organization brings with him or her, and finally - the promise that students will leave the Texas Empowerment Academy with the knowledge and skills for success in higher education and beyond; confident, inspired, and poised to take on a world of complex and unending change.

The need for a strong educational program for the students of Central Texas is very apparent. Student achievement levels on standardized state assessments in reading, writing and mathematics are very low. In addition, career awareness and exploration on a community-wide basis are not being addressed in a meaningful way.

According to local parents, the problems in local districts are deeply rooted; the gaps are wide. A major culture shift, including systemic change, innovative strategies and increased accountability which the Texas Empowerment Academy can bring to Central Texas are urgently needed.

One of the Texas Empowerment Academy's overarching themes, in part, embraces the School-to-Career (also referred to as School-to-Work) philosophy which espouses two main goals: 1) high academic standards and 2) preparation for obtaining high-skilled jobs or further education. Both goals, with one exception, are consonant with The Texas Empowerment Academy's mission, goals and objectives and will be vigilantly pursued. "Preparing students to obtain high-skilled jobs" implies that the institution offers specific occupational programs and perhaps career majors. This is not the Texas Empowerment Academy's intention. Rather than preparing students for specific occupations or careers, this school's focus will be on: providing young people the opportunity to become aware of and to explore various careers; helping them to crystallize their career goals; sparking their interest in pursuing a career or academic program in post-secondary institutions; and most importantly, providing them the academic foundation to be successful in those institutions and for overall success in life.

Another overarching theme is Experience-Based Learning (EBL), a phrase that describes the use of the real world as a source of initial stimulation and inspiration for learning. Subsumed under the EBL theme are several *realistic* models for learning that will be integrated into curricula. One such model, Problem-/Project-Based Learning (PBL), is integral to the Texas Empowerment Academy mission of imparting to students the knowledge and skills necessary to succeed in their careers and as citizens. Of critical importance is our belief that problems/projects are *motivating* and *engaging* educational experiences through which academic skills are one of the outcomes The Texas Empowerment Academy seeks to influence.

In addition, our goal in designing an EBL/PBL curriculum is to teach students to be self-directed learners in school and after they leave school. EBL and PBL allow students to learn to apply knowledge, not just acquire it. The problem or project will give teachers a focus for culling information from many disciplines to develop interdisciplinary curricula; for students, the problem or project will give them a cognitive focus for integrating information from various disciplines. Problems can range from a "single phenomenon" needing an explanation to a more complex situation that unfolds as students ask questions or delve deeper. As they are pursuing the solution to a problem, or investigating, they are acquiring knowledge and using skills and information that will help them become better problem solvers.

In the real world students must be able to determine what information is needed, to know where to obtain the information and how to interpret it. The need for students to be skillful in these areas has been recognized by others, including former Labor Secretary Reich who stated, "... how to get information ... how to assimilate new knowledge ... how to figure out central problems." In addition, the founders of this charter school have heard the voices of employers who have said they want employees who have the ability to learn, who have essential basic skills, initiative, flexibility, and the ability to work in teams.

Jobs for the Future, an organization that has been matching schools with industry for many years, has stated that there is a new premium on the ability to manipulate information; on the "information worker" who can also communicate effectively; solve problems swiftly and creatively concentrate on quality and manage change. The founders of the Texas Empowerment Academy are in accord with these opinions.

Career awareness and exploration for the students of the Texas Empowerment Academy Charter School will not equate to a "Career Day" or "coverage" in English classes. Meaningful, Experience-Based Learning, integrated with core curriculum content, will be the cornerstone of this charter school's educational program. As previously stated these experiences are not meant to prepare students for entry-level jobs out of 12<sup>th</sup> grade but are meant to be tools to enlighten them about the real world and to give them a "taste" of what is ahead of them as adults.

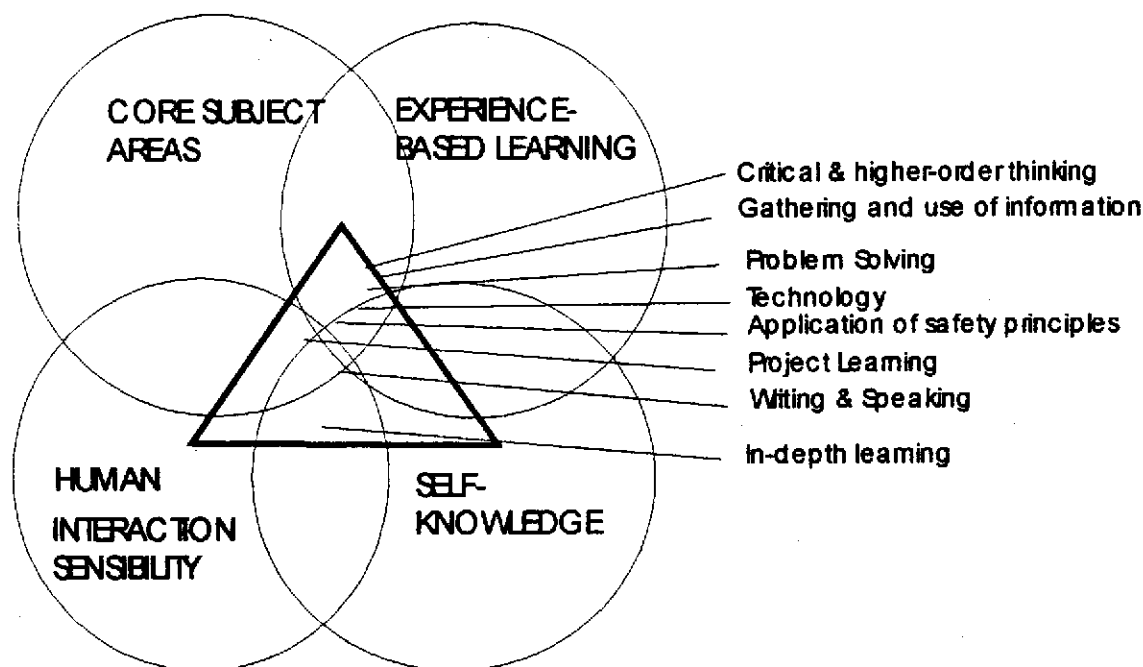
## Curriculum

The Texas Empowerment Academy's curriculum will operationalize four main interlocking, interdependent components-

- 1) core subject areas,
- 2) Experience-Based Learning,
- 3) human interaction sensibility and
- 4) self-knowledge

and integrate the *Texas Essential Knowledge and Skills*. By purposefully following this strategy we will be on course to meet the charter school's mission. Additional areas of study, as depicted in the following model, are common to all four components. This framework is responsive to Dewey's warning that "subject matter should never be kept in watertight compartments and isolated from the actual conditions of life." This holistic approach to preparing students for academic, social and career success as depicted by the Integrated Instructional & Learning Model will guide the development of 5 -12 grade level curriculum.

## INTEGRATED INSTRUCTIONAL & LEARNING MODEL



While no weighted values have been placed on the individual components, our school staff will be constantly searching for the dynamic balance that is appropriate for each student. The Integrated Instructional and Learning Model, as a system, will be an *open system*; that is, it will continually import new sources of requisite energy into its boundaries. As sub-



systems the four components will, through the exchange of energy, optimize their relationship.

Using the above model as the curricular framework, a detailed curriculum by grade level and by content area, reflecting the *Texas Essential Knowledge and Skills*, will be developed by the faculty in collaboration with curriculum specialists and overseen by the Superintendent/Principal. We will also seek, through our partnerships with the business community, to collaborate with them on developing curricula which challenges and engages students and at the same time adheres to the TEKS. Faculty will be responsible for revising and refining the curriculum as the school grows to its targeted enrollment and as students advance. Faculty will be provided opportunities to intern in organizations and agencies to discover and research potential EBL/PBL expeditions for students in the real-world workplaces. From these experiences they will acquire the up-to-date working knowledge they will need to integrate workplace and school-based learning.

The EBL component of the Integrated Instructional & Learning Model will begin in grade 5 and continue in each subsequent grade, becoming more sophisticated and challenging for the upper grades. The Integrated Instructional & Learning Model will build incrementally, utilizing curricula that is true to the *TEKS* and that integrate experience-based and problem-based activities and course content.

The curriculum will be designed to increase the capacity of students to do what Schlechty, in his book *Schools for the 21<sup>st</sup> Century* termed “**knowledge work**”. He defined **knowledge work** as “putting to use ideas and symbols to produce some purposeful result,” or put differently: **knowledge work** is focused on the idea of “expending mental effort.” Schlechty takes the **knowledge-work** metaphor further, referring to students as “**knowledge workers**” and the curriculum as raw material. Owing much to Schlechty, for inventing the term, the founders of the Texas Empowerment Academy Charter School have adopted **knowledge-work** to characterize its curricular objectives.

### **Samples of Interdisciplinary/Thematic Teaching.**

#### **Sample #1**

English, Social Studies, Science, Mathematics: “Viruses”. Will be adapted for grades 5-12.  
*Adapted from HARP*

#### **ENGLISH**

The film “Outbreak” is shown.

Students critically analyze film from the standpoint of literary concepts.

#### **SOCIAL STUDIES**

Students examine viruses for geographical, cultural, political and historical understanding. The course of the disease is plotted on a map.

#### **MATHEMATICS**

Students use higher-order thinking and logic to connect mathematical ideas to the "Viruses" theme. For example, students compute the rate at which the disease spread and develop understanding of patterns through discovery and analysis. Students use estimation and plan strategies to follow the route of the disease.

## SCIENCE

Students investigate how infectious agents reproduce in living cells.

### Sample #2

Math, Science and Technology: "Animal Habitats". These activities and objectives will be adapted for grades 5-12.

MATH	SCIENCE	TECHNOLOGY
Use the relationship of surface area to volume to determine the potential carrying capacity of habitat.	Analyze a given situation using the requirements that are necessary to sustain life.	Use orthographic and pictorial sketching techniques to illustrate the size and shape of a given habitat.
Use sampling techniques to determine carrying capacity of habitat.	Compare and contrast the requirement of living organisms and how their habitats vary.	Build scale models according to drawings provided. Select and use appropriate materials and techniques to make models.
Make predictions based on probability.	Predict population growth based on conditions or changes within the habitat.	
Given a set of data, design a chart and a tree diagram to determine the total number of possible outcomes for any simulation having equally likely outcomes.	Design, adjust, or describe a closed ecosystem that will allow a carbon dioxide/oxygen cycle to exist.	Identify various materials common to an animal's natural environment. Identify various human-made materials that can be used to duplicate an animal's natural habitat. Choose the appropriate materials for the construction of a habitat for a given animal.
Produce and interpret	Specify optimum conditions	

functions that demonstrate exponential changes. Develop actuarial tables for an animal, based on life expectancies.

for growth of a given organism through experimentation.

*Adapted*

*from IMAST.*

### **EBL/PBL Sample**

**Note:** Problem designs can be scaled up or down depending on grade level, student abilities, time allotment, etc. A teacher may prefer to have a problem unfold or to “regulate” the depth of inquiry/investigation on the part of the students.

**Problem: Advise the mayor on the issues related to the Austin, TX recycling program.**

The Austin department of public works operates a recycling program that is fertile ground for EBL/PBL which can potentially combine several disciplines. Examples of guiding questions might be:

- Is recycling cost effective for the Austin community?
- What is the impact on the environment if recycling is not done?
- How has technology changed the recycling process?
- How is recycling handled in other countries, both developed and developing?
- What are some of the practical uses for recycled raw material?

### **POSSIBLE ACTIVITIES:**

- Students might gather data to determine the cost to recycle.
- Determine percentage of households not recycling.
- Determine the characteristics of recyclers/non-recyclers.
- Students conduct research and provide city officials a report on how to make recycling more cost effective.
- Investigate the past, present, and future effects of not recycling on the environment.
- Develop a plan to educate the public on the end-to-end recycling process.
- Produce brochures and ask the utilities companies to include them in local energy/water bills.
- Produce a video as a component of public education and have it shown on local TV.
- Design and make products using recycled materials.

Students will master basic skills, acquire knowledge, and achieve the content standards in the visual and performing arts; language arts literacy; mathematics; science; social studies; health and physical education; at least one foreign language; and the cross-content workplace readiness standards. A sequential and cumulative (yet fluid) curriculum will be developed.

### **Innovative Strategies**

#### **Interdisciplinary Approach**

Teachers will plan and teach together in interdisciplinary teams to show the connections between subjects and to facilitate deeper learning.

#### **Flexible Scheduling**

Longer blocks will allow for in-depth, interdisciplinary teaching. Alternating half blocks for teaching some courses will be utilized. Flexible scheduling will provide extended periods of time for Experience-Based Learning.

#### **"Boundaryless" Classrooms**

Learning environments will be provided that are not limited to four walls and are facilitative of inquiry and discovery.

#### **Experienced-Based Learning**

The Texas Empowerment Academy's instructional staff will use the community, workplaces and other real-world venues as context for instruction. By providing practical settings as classrooms, better understanding of theory and concepts can occur and students can get "turned on" to learning.

#### **Cooperative Learning**

Students will be provided opportunities to learn through the use of groups, develop skills in teamwork, assume different group member roles, develop skills in individual accountability, and learn the advantages of positive interdependence.

#### **Substantive Career Awareness and Exploration**

The Texas Empowerment Academy will provide students opportunities to develop substantive career awareness and engage in career exploration. Through partnerships with business and industry, not-for-profit employers, and community services agencies, students will be provided high-quality work-based learning experiences. Students will run school-based enterprises and experience service learning. The ultimate purposes of these experiences will not be to train students to fill jobs after high school but to serve as vehicles to stimulate an interest in learning and give students the chance to apply, or see applied, abstract concepts and principles. This strategy is consonant with the belief that learners tend to remember:

- 10 percent of what they read,
- 20 percent of what they hear,
- 30 percent of what they see,
- 50 percent of what they see *and* hear,
- 70 percent of what they say or discuss with others,
- 90 percent of what they say and do.

### **Problem-Based Learning**

Through problem-based learning students will learn content, problem-solving, critical and higher-order thinking skills. We will use some of the innovative programs developed by the Center for Problem-Based Learning. This center's programs are interdisciplinary, in which students are given "ill-structured problems" and have the task of solving them by probing into issues in search of connections, using knowledge, and determining what other actions are needed to resolve the problem. Students assume the roles of historians, scientists, sociologists, criminologists, ethicists and others. Throughout the project students must constantly refine what they know or think they know and in the end present and defend solutions.

In addition to the more event-oriented problems, others will be based on more topical issues such as immigration, the freedom of speech, global warming, welfare reform and so on.

### **Total Quality /Management /Learning(TQM/L)**

The ground-breaking work of Deming, Juran and others which lead business and industry to focus on quality management and continuous improvement processes will be incorporated into the school's culture and practices. The four fundamental tenets that are most applicable to improvement in education as set forth by Bonstingl will be used. These are:

1. The organization must focus, first and foremost, on its suppliers and customers;
2. Everyone in the organization must be dedicated to continuous improvement, personally and collectively;
3. The organization must be viewed as a system, and the work people do within the system must be seen as ongoing processes; and
4. The success of Total Quality Management is the responsibility of top management.

In the Texas Empowerment Academy Charter School organization the student will be the primary customer and teachers and staff the "internal" suppliers of **high-quality knowledge work**, "effective learning tools, environments, and systems."

### **Continuous and Sustained High-Quality Instruction**

Students will benefit from the

Texas Empowerment Academy Charter School experience for as many as eight years if they enter as fifth graders and four years when entering as ninth graders.

#### **Portfolio and Performance-Based Assessment**

Faculty designed assessments will measure theoretical knowledge and how well students are developing and applying the skills enumerated in course/unit objectives. Students will develop the habit of evaluating and monitoring their own progress. They will maintain portfolios of their work. Both teachers and students will use rubrics which specify evaluation criteria to guide the assessment process.

#### **More Time for Learning**

The school day will be longer for everyone and optional pre- and post-school-day sessions will be available. The school's curriculum will be challenging to students not accustomed to **knowledge work** and rigorous academic standards. Having a longer school day will be beneficial to students needing extra help.

#### **At-Risk Students**

The Texas Empowerment Academy staff will proceed from the belief that all students can achieve at high levels given a school climate that conveys a message of caring, respect, nurturing and high expectations for achieving. The charter school staff will take a multi-pronged approach to address the needs of the at-risk students, including:

- Individual and small group mentoring by community and business and industry partners who have demonstrated a commitment to assist young people in surmounting environmental barriers to their success.
- By partnering with existing services for at-risk student support.
- Utilizing George Taylor's programs that are designed to promote self-esteem. Specific strategies Taylor recommends for improving the self-concept include:
  - ◆ Praising rather than criticizing
  - ◆ Teaching students to set achievable goals
  - ◆ Teaching students to praise themselves and to capitalize on their strong points
  - ◆ Teaching students to praise others
  - ◆ Setting realistic expectation levels
  - ◆ Teaching children to have confidence in themselves
  - ◆ Praising students for achieving or failing after attempting to achieve
  - ◆ Praising students for successfully completing a test or project
  - ◆ Praising students for positive criticism
  - ◆ Accepting student's contributions without judgment
  - ◆ Listening to children; they have important information to share
  - ◆ Maintaining a "you can do it" philosophy
  - ◆ Presenting challenges for students
  - ◆ Providing movement and freedom in the classroom for achievement of objectives

- ◆ Listening to how you talk to students
- ◆ Catching someone doing something right and telling him/her about it
- ◆ Attacking the behavior, not the student; separate behavior from the student
- ◆ Using modeling or other techniques to reduce maladaptive behavior
- ◆ Teaching students to respect themselves and others
- ◆ Teaching students to be proud of their heritage
- ◆ Providing activities that incorporate parental involvement.

After a reasonable period of time employing our multi-pronged approach, students who have been identified by faculty and/or staff as potentially at-risk will be referred outside professionals. As part the charter school's planning process we will seek to arrange with the local professionals so that on a case-by-case basis they will conduct a comprehensive evaluation of at-risk students and create an I.E.P. if appropriate.

**Bilingual Students**

The approach at the Texas Empowerment Academy will be to include as many L.E.P. students as possible in regular classes, following the immersion method of learning a language which has proven to be the fastest and most effective. For those students whose English proficiency is too low to allow them to comprehend the activities in the regular classes, the school will provide E.S.L. services for a certain period of time during the day as well as after school tutoring. Where feasible the school will contract with the local district for E.S.L. services.

The Texas Empowerment Academy culture will be one in which students are at the center of learning- the point around which they are challenged by and engaged in the learning process. Teachers will be facilitators of higher-order thinking, cognitive problem-solving, technical and social skills acquisition. With these skills students will be prepared to achieve at higher levels on national, state and local assessments; excel in post-secondary institutions; succeed in their chosen careers; and ultimately master the challenges they will face for the rest of their lives.

**Grades of Enrollment**

The school will begin with 80 students - 20 fifth graders, 20 sixth graders, 20 seventh graders and 20 eighth graders. In each of the following years, we will add one grade level. By the fifth year of operations the grade configuration will be 5-12. After the first year a student may be admitted into any grade that is available to fill a space made vacant by a student who has withdrawn from the charter school. Students offered these spaces would come from the oldest waiting list. The five-year enrollment is configured in the chart below.

*Anticipated Enrollment:*

1998-99	1999-00	2000-01	2001-02	2002-03
---------	---------	---------	---------	---------

Grade 5	20	20	20	20	20
Grade 6	20	20	20	20	20
Grade 7	20	20	20	20	20
Grade 8	20	20	20	20	20
Grade 9	-	20	20	20	20
Grade 10	-	-	20	20	20
Grade 11	-	-	-	20	20
Grade 12	-	-	-	-	20

Total	80	100	120	140	160
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**Scheduling:**

The school day will run from 8:15 until 3:30 with a pre- and post- session from 7:20-8:10 and 3:40- 4:30 respectively. During the pre- and post- sessions students will be able to get remedial help, take elective courses, make up work, or do homework. The regular session will be divided into a minimum of 90 minute blocks for English, math, social studies and science classes and half blocks 2 - 3 times per week for art, world languages, health and physical education, computer applications and electives. Flexibility will be built into the schedule to allow for extended periods of time away from the classroom for Experience-Based Learning such as career exploration, job shadowing, and community and service learning.

The Texas Empowerment Academy will form partnerships with businesses and organizations in and out of Travis County. These organizations will have a pledge to education and will help us to reach our goals. We will develop partnerships with local arts organizations to present various artists to the children. These concerts and performances will be presented free to the children. Artists might include The Harlem Dance Theater, David Dorfmann, Sweet Honey in the Rock, the Chinese Acrobats, etc.

The Texas Empowerment Academy will also have an active gardening program, in tandem with TAU's city-sponsored Garden Community Initiative Project. The students will engage in a wide variety of horticultural activities to the benefit of themselves, family and community.

We will have an active mentor program. Employees from local companies such as Motorola, Dell Computer, Applied Materials, Apple Computer, and local banks will come to spend quality time with the students. Volunteers from local cultural organizations will assist us in presenting cultural information to the students. The Y.M.C.A. has plans to open an East Austin facility. Representatives from The Texas Empowerment Academy will negotiate with the Y.M.C.A. to provide our students with access to these new athletic facilities (such as a swimming pool, exercise machines, state-of-the-art weight lifting equipment, a sauna, racquetball, etc.).



**4) Describe the accountability measures the school will use to evaluate student performance.**

**Student Assessment**

The *Texas Essential Knowledge and Skills (TEKS)* will be built into The Texas Empowerment Academy's largely interdisciplinary and integrated (core content areas, experience-based, human interaction sensibility, and self-knowledge) curriculum. Student achievement of the standards will be assessed using the TAAS examinations for grades 5-8 and the exit exam.

The *Texas Essential Knowledge and Skills (TEKS)* will be reflected in our largely interdisciplinary and integrated curriculum. Student achievement of the standards will be assessed using the TAAS examinations beginning in grade 5. When the TAAS is given in year one, at least 80% of our students will pass each section. In year 2, 90% will pass each section and in year 3, 95% will pass each section.

Engaging and challenging interdisciplinary curricula, combined with real-world applications through Experience-Based Learning; a climate of caring; and a focus on personal excellence will be the "hooks" that will draw students into an upwardly directed spiral of achievement. In addition, writing across the curriculum, oral communication, problem-solving, and higher-order and critical thinking will be normative.

The charter school will use multiple means of assessing students. Authentic and performance-based assessments along with standardized assessments will be used. At the point of entry into the school all students will be given a standardized assessment that measures performance linked to the *Texas Knowledge and Skills* as well as a pre-vocational functional assessment. The assessment results will serve as a baseline for where students are functionally and academically. Twice a year students will again be assessed and their progress monitored. These measures will serve continually to alert the school to any remediation that may be needed.

An alternative to the traditional letter grade for assessing performance on day-to-day work will be explored during the planning period. Parents, interested community members and business and industry partners will be involved in this decision making process. We will research other successful models and discuss implications of implementing, for example, narrative evaluation, in light of traditional college admissions criteria.

An Individual Progress Plan (IPP) for each student will be created. The faculty will develop benchmark checklists that will be maintained for each student. Results of standardized and teacher-prepared assessments will be included in the IPP's and will be carefully monitored to ensure that each child is progressing toward established criteria. A

student's IPP will be used in teacher-student monthly (or as frequently as necessary) conferences and in conferences with parents each scheduled reporting period or at any time that may be appropriate.

Each student will maintain a portfolio of his/her accomplishments. Among the work students will include are: a broad range of writing samples (both teacher and student-evaluated, using rubrics), teacher-designed content area quizzes and exams, and work done which demonstrates a continuum of progress. As part of their portfolios students will maintain their PEP's (Personal Excellence Plans). PEP's will be self-directed, self-managed, and self-monitored. PEP's will include specific academic and non-academic goals that students, together with their teachers, counselor, parents, or mentors will set. On a regular basis students will confer with either or all of the above individuals. Students will be expected to take an active or even a leading role in those conferences.

The standardized assessments that will be used for baseline and annual data will be purchased from vendors who design assessments that are linked the Core Curriculum Content Standards. Other assessments will be developed by a team of teachers.

A system of close monitoring (via the IPP process, small classes and a community atmosphere), rapid action planning, collaboration with family, and community support will be built into the Texas Empowerment Academy Charter School's educational program. Provisions will be made for students to receive remedial assistance during the school day and before and after school by a teacher, a teacher assistant or volunteer. Parents will be alerted to the situation and given an opportunity for input. Teachers will collaborate with parents on what assistance they can provide such as changes in study habits at home. Any social or emotional problems detected by teachers or staff will be referred as appropriate.

The Board will also employ an Independent Evaluator to develop with the Board a School Accountability Plan.

a) *Identify the specific levels of student performance on assessment instruments adopted under TEC Chapter 39, Subchapter B that constitute acceptable performance for the open-enrollment charter.*

All students will take the TAAS test as required by the State Board of Education. We will continually move toward the goal of having of all our students pass all sections of the TAAS.

Sample questions from previous TAAS exams will be used assess students present skills in various subjects and to prepare the students to perform well on the exam. The Iowa Test of Basic Skills will be given twice per year to assess students performance. Additional tests and evaluation tools will be given as needed.

Basic observation of the student will be an integral component of assessment. Items such as socialization skills, life skills, home life and health will be considered.

b) *Describe any additional accountability provisions in addition to those required under Texas Education Code, Subchapters B, C, D, and G, Chapter 39, by which the performance of the open-enrollment charter will be assessed: Provide the deadline or intervals by which the performance of the open-enrollment charter will be determined for accountability purposes:*

No additional provisions will apply.

c) *Provide the timelines by which the report of the performance of the school will be submitted to the State Board of Education.*

A year-end report will be submitted to the State Board within 90 calendar days of the conclusion of the fiscal year.

**5) Provide a list of all districts within the geographical area that may be affected by the open-enrollment charter with the date the Statement of Impact form was sent to each affected district.**

Austin I.S.D.

January 9, 1998

**6) Describe the geographical area served by the program.**

Students residing within the jurisdiction of the Austin Independent School District will have first priority to attend The Texas Empowerment Academy. It is anticipated that most of the attending students will live within the 78702, 78721 and 78722 zip codes. An enrollment period of two weeks, in which only AISD students may apply, will be followed by an enrollment period which is open to any student of appropriate age to fill any remaining openings.

The facility is located in the 11<sup>th</sup> and 12<sup>th</sup> Street Corridor section of East Austin. This is an area that was recently designated by the City Council as an official slum and blight area of town. This designation will result in Federal revitalization funds being available to the community. Conversations are currently being held amongst political leaders and community activists in how to effectively bring this area of town back. Officer Davis, of the community policing district in which we are located, has been instrumental in these revitalization efforts and will be involving the school and students in various activities.

The site is in the 78702 zip code of Austin, Texas. Unfortunately, many of the young people who make this part of town their home are subjected to daily incidents of violence and deprivation. Many of these students currently see no hope for their future. Dropping-out is an all too common choice that has been made by the family and friends of our potential enrollees. Drug and gang solicitation confronts the youth of this area frequently. We intend to present positive role models to our youth as opposed to the drunks and homeless that they encounter on their way to school (and possibly on the homefront).

We intend to be actively involved in community revitalization efforts, as we realize that all the negativity outside of the school walls will impact our students and how well they do in their academic pursuits.

A map of the neighborhood is on the next page. There are many excellent community resources in the neighborhood that we will be using. A description of these resources is below in question #9e.

**7) Specify any type of enrollment criteria to be used.**

Founded upon the basis of serving all students with a desire to learn, regardless of background, the school is designed to meet each individual child's needs. There are only two special requirements for acceptance into The Texas Empowerment Academy:

1. Each child must want to go to school, and
2. The student's parents must take an active role in their child's education.

Our belief is that in order for a student to flourish, a cooperative relationship between parent and teachers must be established to foster self-confidence in a nurturing environment.

Potential students and their parents will be required to attend an orientation session and/or a personal interview with the Superintendent. At the orientation or interview, rules and responsibilities will be clearly outlined. Students and parents will be required to agree to these stipulations and to sign the appropriate Letter of Understanding. Students will be accepted on a first-come, first-served basis, with a waiting list established after all available spaces are filled.

The Texas Empowerment Academy reserves the right to exclude students who have a history of criminal offense, juvenile court adjudication, or discipline problems under TEC, Chapter 37, Subchapter A on a case-by-case basis.

**8) Specify the qualifications to be met by professional employees (administrators, teachers, counselors) of the program. Will the school automatically run a criminal history check on all employees? Describe the teaching philosophy proposed by the school.**

- All administrators, teachers and counselors will have a minimum of a Bachelor's degree from an accredited institution. Our staff will come from a wide variety of professions and backgrounds. A criminal background check will be run on all employees.
- Parents will know that their children are being taught by high quality teachers who are sincere about the quality of education provided.
- Instructors will be hired who are content knowledgeable and extensively trained in teaching adolescents, and who have demonstrated the ability to relate to and effectively work with students of our target population.

9) Describe how the following aspects of school support will be handled in the school: finances, budgeting, audits, PEIMS, facilities, food service, and transportation.

a) *Describe the process by which the governance structure of the open-enrollment charter will adopt an annual budget.*

The fiscal year for the charter school will be from September 1 - August 31. In April of each year, the Board of Directors will appoint a Budget Committee composed of at least three members. The Committee will review expenses and revenues of the current year, will interview parents and teachers regarding needs for the coming year and will prepare a preliminary budget. This budget will be submitted to the Board for review and revision by June 30. A "final" budget will be prepared by the Committee and submitted to the Board by July 31.

We will be assisted in handling the finances, budgeting, audits, and PEIMS by an outside company, Beacon Education Management. Beacon has been managing various aspects of school operations since 1992. They opened their Texas office in 1997 and have as employees persons who have performed these "back office" services for charter schools during their first year of operation. Beacon is well versed in the Texas regulations and knows how to submit the PEIMS data, how to keep the accounting records according to the TEA 20-digit chart-of-accounts, have access to CPA's who have audited school districts, and have much experience in budget preparation. In collaboration with local school personnel, Beacon seeks to help all children develop the necessary skills, knowledge, and values to function as effective and productive citizens in the 21<sup>st</sup> century.

Beacon Education Management has agreed to loan Tri-Angel \$60,000 at 7% annual interest with a five year payback to assist with start-up expenses. This, along with the federal start-up grant, will allow us to open with the facilities and supplies that we need.

b) *Submit a proposed budget as an attachment to this application using the budget template provided. Explain how the school will conduct its business office, with what personnel.*

See proposed budget in Appendix C.

c) *Describe the manner in which an annual audit of the financial and programmatic operations of the open-enrollment charter will be conducted.*

The Board of Directors will select a CPA in August of each year to complete an audit by December 31.



An independent evaluator will be selected annually to conduct an audit of programmatic operations.

d) *Describe the manner in which the charter will participate in the Public Education Information Management System (PEIMS) information, as required by state statute or by State Board of Education rule.*

The Texas Empowerment Academy will work closely with the Education Service Center Region 13 to submit all PEIMS information (three submissions per year) in a timely fashion.

e) *Describe the facilities to be used.*

The Texas Empowerment Academy will always be kept in immaculate condition. The facility will be open, bright and colorful. The students will assist in upkeep and decoration of the facility.

The Texas Empowerment Academy will be located at the current site of the Tri-Angel Community Empowerment Center at 1210 Rosewood, Austin, TX. The structure is a one-story white frame building. The existing structure consists of approximately 3500 s.f. The building is located on a site that is approximately 0.75 acre. Standard classes and administrative functions will be held in the existing building in year one. During the middle of year one, an assessment will be made concerning facility needs for the upcoming years. Many options are available as more space is needed for the increasing enrollment. There is plenty of space on the existing site to move in several portable buildings. We have talked with GE Capital Modular Space regarding the modular educational buildings that are available. There is also property adjoining the school that could be purchased or leased.

We will creatively use resources that already exist in the community. The Texas Empowerment Academy is located only a few blocks from the Carver Library and Historical Museum, a City of Austin facility and an East Austin landmark and cultural centerpiece. This library is well-stocked and will be an excellent educational resource site. We intend to make on-going use of this facility, with weekly trips to the library a key component of our academic program.

The school is also only a couple of blocks from two city parks. This will allow our students a good place to be involved in physical education activities besides the school's  $\frac{3}{4}$  acres.

A well maintained sports field (football-size) is also available within two miles. This field is owned and operated by a local non-profit organization run by Mr. Thomas "Hollywood" Henderson. A recent fund-raiser resulted in enough funds being collected so that a first-class track will be installed in the near future.

The Doris Miller Auditorium is located within two miles of the school. We can use this facility for dramatic productions and end-of-year programs.

For fine arts classes and events and gardening initiatives, we will use the "Old School", which is an historical landmark building located one block from our site. The current owner makes the facility available for use by community groups for the cultural enrichment of East Austin.

We will utilize another historical site, the Victory Grill/Kovac Theater, for our dramatic arts classes and events. This site was recently saved from the wrecking ball and renovated and is currently used as live music venue.

Three colleges/universities are located within 10 miles (The University of Texas, Huston-Tillotson College and Austin Community College). We will establish partnerships with these institutions. For example, Huston-Tillotson College has an active School of Education, from which we will receive interns and student teachers. We currently have a relationship with Professor Anajionu at H-T, through which we can access computer lab facilities and computer science students for support of our technology curriculum. We will tour these higher-education facilities to inspire our students to achieve at their highest potential.

We have a relationship with the Conley-Guerrero Senior Activity Center, which is about 2 miles from our site. We intend to provide our students (and their participants) with inter-generational engagement through service projects designed and implemented by our students. This is an under-utilized jewel in the community that we will help to make sparkle. Over the past year, Tri-Angel has hosted enrichment classes for A.I.S.D. middle school students in which the students are involved in service projects to benefit East Austin. The results that we have witnessed through this program validate our ideas about having our students interact with the seniors at this center.

Another facility that we will access is the DeWitty Center on Rosewood Ave. This facility serves as a resource for career planning and job/technology training. We will engage the Director of the DeWitty Center in creative conversations and brainstorming sessions about how to best collaborate for the benefit of our students. Tri-Angel currently partners with the DeWitty Center and Austin Free-Net to provide public access to and training with the Internet.

**(Note that most of these sites are shown on the attached map.)**

**f) Describe provisions for transportation, if any, for students served by the open-enrollment charter school.**

The Texas Empowerment Academy **WILL** provide transportation to and from school. We anticipate that some students will commute via personal vehicle, city bus or foot (we

are located on a convenient bus route), but we feel it is critical to make the opportunities available at our school to the largest number of students, regardless of their access to cars and other transportation.

The Board of Directors will approve a bus route and scheduling system that meets the needs of the majority of our students. This will be approved and disseminated to parents and students at least one week before school begins in the fall. The Board will revise the routes and schedules as it deems necessary.

The Texas Empowerment Academy will access state transportation funds through the Texas Education Agency to fund this transportation system.

*g) Describe provisions for food service, if any, for students served by the open-enrollment charter school.*

The Texas Empowerment Academy will not provide food service, but students are welcome to use the on-site kitchen facilities to prepare their own lunch.

# APPENDIX A

# TRI-ANGEL UNLIMITED

(T.A.Unlimited, Inc.) (TAU)

## Mission

Empower people to help themselves through service learning and volunteerism.

## Goal

Operate an empowerment system that makes available self-help opportunities for social, recreational, educational, economic, spiritual, emotional and civic growth and brings together individuals, non-profits and businesses to make these opportunities available at the Community Empowerment Center.

## Objective

Promote emotional, financial, physical and family stability and increase the sense of community and self-responsibility of participants through the facilitation of meeting basic needs, experiencing personal achievement, seeking a state of wellness, participating as family units, and connecting as effective community members.

## Six Empowerment System Programs

### **Community Empowerment Center:**

coordination and site for community-access activities to promote functional well-being

### **Community Empowerment Co-op:**

creative collaboration of non-profits to meet community needs and enhance resources

### **Power Exchange:**

connection of individuals for exchange of volunteer skills, labor and resources

### **Give Greater Austin:**

commerce service and donation clearinghouse for non-profit/individual access to resources

### **Integrated Enterprise:**

development of enterprises for training, entrepreneurial and employment opportunities

### **Front Porch Homes:**

self-help transitional and home ownership opportunities

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### availability for scheduled usage of the Community Empowerment Center:

Monday through Thursday, 6 am to 10 pm

Friday and Saturday, 6 am to midnight

Sunday, 6 am to 8 pm

### for further information regarding Tri-Angel Unlimited and its six programs, contact:

Betti Carsey Stroud, CEO

1210 Rosewood Ave., Austin, TX 78702 Ph.- (512)494-0760 Fx.- (512)494-0199

00037

## **APPENDIX B**

## **Board of Directors**

**Betti C. Stroud**

Tri-Angel Unlimited , CEO  
occupation - Occupational Therapist

**Norma Hale**

Empire Funding Corp.  
occupation - Leadership Training, Communications Facilitator

**John C. Carsey**

Minton, Burton, Foster & Collins Firm  
occupation - Attorney

**William "Bill" Ray**

Crew Cut Lawncare  
occupation - Horticultural Maintenance & Development Services

# APPENDIX C



## REVENUE

### CALCULATIONS

#### Foundation/ADA Calculation

To determine the funds that we can expect in 1998/99 from the Foundation funds, we used an Excel spreadsheet that was provided to operators of the original 19 charter schools. To be conservative, we will use the factors for 1997/98, even though we expect the numbers to be higher in 1998/99. We ran the spreadsheet assuming that all of our students came from AISD. We realize that once school is in session that a more accurate funding calculation will need to be done - using the number of students from each particular sending L.E.A. The AISD numbers should give a good, middle-of-the-road estimate.

#### Title I, Title II, Title IV, Title VI

Estimated based on previous charter school's experience

#### TEA/Federal Grants

In speaking with Brooks Flemister at TEA, we expect to be able to claim our portion of the federal charter school start-up grant to be distributed in Spring/Summer of 1998. Mr. Flemister said that we could expect between \$35,000 and \$50,000. Our budget worksheet uses the lower number, to be conservative.

#### Foundation Grants

We will have an active program to find, request and receive grant monies from all types of foundations. While we certainly anticipate this program to be successful and to bring in substantial revenues, we will not include any of these funds in our budget projections for 1998/99, to continue our conservative bias.

#### Corporate and Individual Donations

Same as foundation grants.

## Budget Worksheet for Charter Schools

Overview	Object Code	Total
Net Assets at Beginning of Year		\$150,000
<b>Estimated Revenues:</b>		
Local Sources		
State Sources	<u>384000</u>	
Federal Sources	<u>35000</u>	
Other Sources	<u>60000</u>	
<b>Total Estimated Revenues</b>		<u>479,000</u>
<b>Estimated Expenses:</b>		
Payroll Costs	6400	_____
Professional and Contracted Services	6200	_____
Supplies and Materials	6300	_____
Other Operating Costs	6400	_____
Debt Expense	6500	_____
<b>Total Estimated Expenses</b>		_____
Gains	7950	_____
Losses	8950	_____
<b>Change in Net Assets</b>		_____
<b>Net Assets at End of Year</b>		_____

00042

**Charter School Budget Categories Expenses**

	<b>Function Code</b>	<b>Object Code</b>	<b>Total</b>
<b>Instruction:</b>	<b>11</b>		
Payroll Costs	6100	<u>167,840</u>	
Professional and Contracted Services	6200	<u>2,000</u>	
Supplies and Materials	6300	<u>4,000</u>	
Other Operating Costs	6400	<u>1,200</u>	
Debt Expense	6500	<u>          </u>	<u>174,840</u>
<b>Total Instruction</b>			
<b>Instructional Resources and Media Services:</b>	<b>12</b>		
Payroll Costs	6100	<u>15,000</u>	
Professional and Contracted Services	6200	<u>          </u>	
Supplies and Materials	6300	<u>1,000</u>	
Other Operating Costs	6400	<u>500</u>	
Debt Expense	6500	<u>          </u>	
<b>Total Instructional Resources and Media Services</b>			<u>16,500</u>
<b>Curriculum Development and Instructional Staff Development:</b>	<b>13</b>		
Payroll Costs	6100	<u>20,000</u>	
Professional and Contracted Services	6200	<u>          </u>	
Supplies and Materials	6300	<u>2,000</u>	
Other Operating Costs	6400	<u>500</u>	
Debt Expense	6500	<u>          </u>	
<b>Total Curriculum Development and Instructional Staff Development</b>			<u>22,500</u>
<b>Instructional Leadership:</b>	<b>21</b>		
Payroll Costs	6100	<u>30,000</u>	
Professional and Contracted Services	6200	<u>          </u>	
Supplies and Materials	6300	<u>1,000</u>	
Other Operating Costs	6400	<u>          </u>	
Debt Expense	6500	<u>          </u>	

**Total Instructional Leadership**

3100

**School Leadership:**

23

**Payroll Costs**

6100

3000

**Professional and Contracted  
Services**

6200

\_\_\_\_\_

**Supplies and Materials**

6300

\_\_\_\_\_

**Other Operating Costs**

6400

500

**Debt Expense**

6500

\_\_\_\_\_

**Total School Leadership**

3050

**Charter School Budget Categories (Continued)**

	<b>Function Code</b>	<b>Object Code</b>	<b>Total</b>
<b>Guidance, Counseling and Evaluation Services:</b>	<b>31</b>		
<b>Payroll Costs</b>		6100	
<b>Professional and Contracted Services</b>		6200	<u>10000</u>
<b>Supplies and Materials</b>		6300	
<b>Other Operating Costs</b>		6400	
<b>Debt Expense</b>		6500	
<b>Total Guidance, Counseling and Evaluation Services</b>			<u>10000</u>
<b>Social Work Services: (Optional)</b>	<b>32</b>		
<b>Payroll Costs</b>		6100	
<b>Professional and Contracted Services</b>		6200	<u>10000</u>
<b>Supplies and Materials</b>		6300	
<b>Other Operating Costs</b>		6400	
<b>Debt Expense</b>		6500	
<b>Total Social Work Services</b>			<u>10000</u>
<b>Health Services:</b>	<b>33</b>		
<b>Payroll Costs</b>		6100	
<b>Professional and Contracted Services</b>		6200	<u>5000</u>
<b>Supplies and Materials</b>		6300	
<b>Other Operating Costs</b>		6400	
<b>Debt Expense</b>		6500	
<b>Total Health Services</b>			<u>5000</u>
<b>Student Transportation: (Optional)</b>	<b>34</b>		
<b>Payroll Costs</b>		6100	
<b>Professional and Contracted Services</b>		6200	
<b>Supplies and Materials</b>		6300	
<b>Other Operating Costs</b>		6400	
<b>Debt Expense</b>		6500	

00045



**Charter School Budget Categories (Continued)**

	<b>Function Code</b>	<b>Object Code</b>	<b>Total</b>
<b>Co-curricular/Extracurricular Activities: (Optional)</b>	<b>36</b>		
Payroll Costs		6100 _____	
Professional and Contracted Services		6200 _____	
Supplies and Materials		6300 _____	
Other Operating Costs		6400 _____	
Debt Expense		6500 _____	
<b>Total Co-curricular/Extracurricular Activities</b>			<u>    ϕ    </u>
<b>General Administration</b>	<b>41</b>		
Payroll Costs		6100 <u>18000</u>	
Professional and Contracted Services		6200 <u>30000</u>	
Supplies and Materials		6300 <u>5000</u>	
Other Operating Costs		6400 <u>10000</u>	
Debt Expense		6500 <u>16200</u>	
<b>Total General Administration</b>			<u>    79200    </u>
<b>Plant Maintenance and Operations:</b>	<b>51</b>		
Payroll Costs		6100 <u>    ϕ    </u>	
Professional and Contracted Services		6200 <u>36500</u>	
Supplies and Materials		6300 <u>8000</u>	
Other Operating Costs		6400 <u>14000</u>	
Debt Expense		6500 _____	
<b>Total Plant Maintenance and Operations</b>			<u>    58500    </u>
<b>Security and Monitoring Services: (Optional)</b>	<b>52</b>		
Payroll Costs		6100 _____	
Professional and Contracted Services		6200 _____	
Supplies and Materials		6300 _____	
Other Operating Costs		6400 _____	
			<u>    00047    </u>

<b>Debt Expense</b>	<b>6500</b>	_____	
<b>Total Security and Monitoring Services</b>			<u>    \$    </u>
<b>Data Processing Services:</b>	<b>53</b>		
<b>Payroll Costs</b>	<b>6100</b>	_____	
<b>Professional and Contracted Services</b>	<b>6200</b>	<u>    300    </u>	
<b>Supplies and Materials</b>	<b>6300</b>	_____	
<b>Other Operating Costs</b>	<b>6400</b>	_____	
<b>Debt Expense</b>	<b>6500</b>	_____	
<b>Total Data Processing Services</b>			<u>    300    </u>



**Charter School Budget Categories (Continued)**

	<b>Function Code</b>	<b>Object Code</b>	<b>Total</b>
<b>Community Services: (Optional)</b>	<b>61</b>		
Payroll Costs		6100	
Professional and Contracted Services		6200	<u>1000</u>
Supplies and Materials		6300	<u>1000</u>
Other Operating Costs		6400	<u>1000</u>
Debt Expense		6500	
<b>Total Community Services</b>			<u>12000</u>
<b>Fund Raising: (Optional)</b>	<b>81</b>		
Payroll Costs		6100	
Professional and Contracted Services		6200	<u>8000</u>
Supplies and Materials		6300	<u>2000</u>
Other Operating Costs		6400	<u>1000</u>
Debt Expense		6500	
<b>Total Fund Raising</b>			<u>11000</u>
<b>TOTAL EXPENSES (All Functions)</b>			<u>23000</u>

00049

# **ATTACHMENTS**

## **APPENDIX A PROGRAM DESCRIPTION**

## **APPENDIX B BOARD MEMBERS AND 501(c)(3) INFORMATION**

## **APPENDIX C BUDGET CALCULATIONS**

## **APPENDIX D LETTERS OF SUPPORT** Received from organizations with which we currently work.

**APPENDIX A**  
**PROGRAM DESCRIPTION**

# TRI-ANGEL UNLIMITED

(T.A.Unlimited, Inc.) (TAU)

## Mission

Empower people to help themselves through service learning and volunteerism.

## Goal

Operate an empowerment system that makes available self-help opportunities for social, recreational, educational, economic, spiritual, emotional and civic growth and brings together individuals, non-profits and businesses to make these opportunities available at the Community Empowerment Center.

## Objective

Promote emotional, financial, physical and family stability and increase the sense of community and self-responsibility of participants through the facilitation of meeting basic needs, experiencing personal achievement, seeking a state of wellness, participating as family units, and connecting as effective community members.

## Six Empowerment System Programs

### **Community Empowerment Center:**

coordination and site for community-access activities to promote functional well-being

### **Community Empowerment Co-op:**

creative collaboration of non-profits to meet community needs and enhance resources

### **Power Exchange:**

connection of individuals for exchange of volunteer skills, labor and resources

### **Give Greater Austin:**

commerce service and donation clearinghouse for non-profit/individual access to resources

### **Integrated Enterprise:**

development of enterprises for training, entrepreneurial and employment opportunities

### **Front Porch Homes:**

self-help transitional and home ownership opportunities

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### availability for scheduled usage of the Community Empowerment Center:

Monday through Thursday, 6 am to 10 pm

Friday and Saturday, 6 am to midnight

Sunday, 6 am to 8 pm

### for further information regarding Tri-Angel Unlimited and its six programs, contact:

Betti Carsey Stroud, CEO

1210 Rosewood Ave., Austin, TX 78702 Ph.- (512)494-0760 Fx.- (512)494-0199

**APPENDIX B**  
**BOARD MEMBERS**

## **Board of Directors**

**Betti C. Stroud**

Tri-Angel Unlimited , CEO

occupation - Occupational Therapist

**Norma Hale**

Empire Funding Corp.

occupation - Leadership Training, Communications Facilitator

**John C. Carsey**

Minton, Burton, Foster & Collins Firm

occupation - Attorney

**William "Bill" Ray**

Crew Cut Lawncare

occupation - Horticultural Maintenance & Development Services

INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
1100 COMMERCE STREET  
DALLAS, TX 75242-0000

DEPARTMENT OF THE TREASURY

Date: OCT 02 1996

T.A. UNLIMITED, INC.  
C/O TRI-ANGEL UNLIMITED  
1210 ROSEWOOD AV  
AUSTIN, TX 78702

Employer Identification Number:

74-2782958

Case Number:

756173049

Contact Person:

ANNETTE SMITH

Contact Telephone Number:

(214) 767-6023

Accounting Period Ending:

December

Foundation Status Classification:

509(a)(2)

Advance Ruling Period Begins:

March 23, 1996

Advance Ruling Period Ends:

December 31, 2000

Addendum Applies:

No

Dear Applicant:

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

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in section 509(a)(2).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

Letter 1045 (DO/CG)

00055

T.A. UNLIMITED, INC.

will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

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

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

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

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

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If you are required to file a return you must file it by the 15th day of the fifth month after the end of your annual accounting period. We charge a penalty of \$10 a day when a return is filed late, unless there is reasonable



T.A. UNLIMITED, INC.

cause for the delay. However, the maximum penalty we charge cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. We may also charge this penalty if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

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

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

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

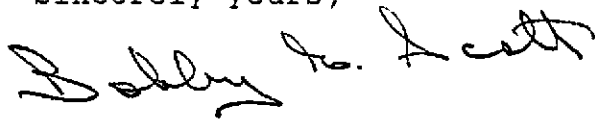
If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

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

T.A. UNLIMITED, INC.

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

Sincerely yours,

A handwritten signature in cursive script that reads "Bobby E. Scott". The signature is written in dark ink and is positioned to the right of the typed name.

Bobby E. Scott  
District Director

Enclosure(s):  
Form 872-C

# Assessment of Tax Under Section 4940 of the Internal Revenue Code

(Rev. July 1993)

To be used with Form 1023. Submit in duplicate.

Department of the Treasury  
Internal Revenue Service

(See instructions on reverse side.)

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

T.A. UNLIMITED INC

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

1210 ROSEWOOD AVE AUSTIN TX 78702

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

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

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

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

Ending date of first tax year Dec 31 1996  
(Month, day, and year)

Name of organization (as shown in organizing document) <u>T.A. UNLIMITED INC</u>	Date <u>June 3, '96</u>
Officer or trustee having authority to sign Signature ▶ <u>Betty C. Stroud</u>	Title ▶ <u>ex. dir.</u>

**For IRS use only**

District Director or Assistant Commissioner (Employee Plans and Exempt Organizations) <u>Bobby E. Scott</u>	Date <u>9-25-96</u>
--	------------------------

By ▶ Jason Kall Jason Kall EO Group Manager

**Application for Recognition of Exemption  
Under Section 501(c)(3) of the Internal Revenue Code**

OMB No. 1545-0056  
Expires 5-31-96  
If exempt status is approved, this application will be open for public inspection.

Read the instructions for each Part carefully.

**A User Fee must be attached to this application.**

If the required information and appropriate documents are not submitted along with Form 8718 (with payment of the appropriate user fee), the application may be returned to you.

**Complete the Procedural Checklist on page 7 of the instructions.**

**Part I Identification of Applicant**

<b>1a</b> Full name of organization (as shown in organizing document) <span style="font-size: 1.2em; font-family: cursive;">T.A. UNLIMITED INC</span>		<b>2</b> Employer identification number (If none, see instructions.) <span style="font-size: 1.2em; font-family: cursive;">74 : 2782958</span>
<b>1b</b> c/o Name (if applicable) <span style="font-size: 1.2em; font-family: cursive;">TRI-ANGEL UNLIMITED</span>		<b>3</b> Name and telephone number of person to be contacted if additional information is needed <span style="font-size: 1.2em; font-family: cursive;">MELISSA TOLLIVER (512) 756-2982</span>
<b>1c</b> Address (number, street, and room or suite no.) <span style="font-size: 1.2em; font-family: cursive;">1210 ROSEWOOD AVE</span>		
<b>1d</b> City or town, state, and ZIP code <span style="font-size: 1.2em; font-family: cursive;">AUSTIN, TX 78702</span>		<b>4</b> Month the annual accounting period ends <span style="font-size: 1.2em; font-family: cursive;">DEC</span>
<b>5</b> Date incorporated or formed <span style="font-size: 1.2em; font-family: cursive;">MARCH 28, 96</span>	<b>6</b> Activity codes (See instructions.) <span style="font-size: 1.2em; font-family: cursive;">402   404   603</span>	<b>7</b> Check here if applying under section: a <input type="checkbox"/> 501(e)    b <input type="checkbox"/> 501(f)    c <input type="checkbox"/> 501(k)
<b>8</b> Did the organization previously apply for recognition of exemption under this Code section or under any other section of the Code? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," attach an explanation.		
<b>9</b> Is the organization required to file Form 990 (or Form 990-EZ)? . . . . . <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach an explanation (see instructions).		
<b>10</b> Has the organization filed Federal income tax returns or exempt organization information returns? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," state the form numbers, years filed, and Internal Revenue office where filed.		

**11** Check the box for the type of organization. BE SURE TO ATTACH A CONFORMED COPY OF THE CORRESPONDING DOCUMENTS TO THE APPLICATION BEFORE MAILING (See **Specific Instructions, Part I, Line 11.**) Get Pub. 557, **Tax-Exempt Status for Your Organization**, for examples of organizational documents.)

- a  **Corporation**—Attach a copy of the Articles of Incorporation (including amendments and restatements) showing approval by the appropriate state official; also include a copy of the bylaws.
- b  **Trust**—Attach a copy of the Trust Indenture or Agreement, including all appropriate signatures and dates.
- c  **Association**—Attach a copy of the Articles of Association, Constitution, or other creating document, with a declaration (see instructions) or other evidence the organization was formed by adoption of the document by more than one person; also include a copy of the bylaws.

If the organization is a corporation or an unincorporated association that has not yet adopted bylaws, check here

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please Sign Here Betsy C. Strong Executive Director 6-6-96  
(Signature) (Title or authority of signer) (Date)

**Part II** Activities and Operational Information

- 1 Provide a detailed narrative description of all the activities of the organization—past, present, and planned. Do not merely refer to or repeat the language in the organizational document. Describe each activity separately in the order of importance. Each description should include, as a minimum, the following: (a) a detailed description of the activity including its purpose; (b) when the activity was or will be initiated; and (c) where and by whom the activity will be conducted.

SEE "ATTACHMENTS FOR PART II # 1"

1. A DETAILED DESCRIPTION OF THE PURPOSES AND ACTIVITIES OF THIS ORGANIZATION.
2. WHEN, WHERE AND BY WHOM ACTIVITY WILL BE INITIATED: "1996 STATED GOALS FOR TRI-ANGEL UNLIMITED"

- 2 What are or will be the organization's sources of financial support? List in order of size.

SEE "ATTACHMENTS FOR # 2, # 3 + # 4 PART II"

1. ORGANIZATION'S SOURCES OF SUPPORT + DESCRIPTION OF FUNDRAISING PROGRAM "

- 3 Describe the organization's fundraising program, both actual and planned, and explain to what extent it has been put into effect. Include details of fundraising activities such as selective mailings, formation of fundraising committees, use of volunteers or professional fundraisers, etc. Attach representative copies of solicitations for financial support.

SEE "ATTACHMENTS FOR # 2, # 3 + # 4 PART II"

1. thru 9.

**Part II** Activities and Operational Information (Continued)

4 Give the following information about the organization's governing body:

a Names, addresses, and titles of officers, directors, trustees, etc.

b Annual compensation

SEE "ATTACHMENTS FOR #2 #3 + #4"  
- 10. "INTERIM BOARD OF DIRECTORS"

Ø

c Do any of the above persons serve as members of the governing body by reason of being public officials or being appointed by public officials? . . . . .

Yes  No

If "Yes," name those persons and explain the basis of their selection or appointment.

d Are any members of the organization's governing body "disqualified persons" with respect to the organization (other than by reason of being a member of the governing body) or do any of the members have either a business or family relationship with "disqualified persons"? (See Specific Instructions, Part II, Line 4d.) . . . . .

Yes  No

If "Yes," explain.

5 Does the organization control or is it controlled by any other organization? . . . . .

Yes  No

Is the organization the outgrowth of (or successor to) another organization, or does it have a special relationship with another organization by reason of interlocking directorates or other factors? . . . . .

Yes  No

If either of these questions is answered "Yes," explain.

6 Does or will the organization directly or indirectly engage in any of the following transactions with any political organization or other exempt organization (other than a 501(c)(3) organization): (a) grants; (b) purchases or sales of assets; (c) rental of facilities or equipment; (d) loans or loan guarantees; (e) reimbursement arrangements; (f) performance of services, membership, or fundraising solicitations; or (g) sharing of facilities, equipment, mailing lists or other assets, or paid employees? . . . . .

Yes  No

If "Yes," explain fully and identify the other organizations involved.

7 Is the organization financially accountable to any other organization? . . . . .

Yes  No

If "Yes," explain and identify the other organization. Include details concerning accountability or attach copies of reports if any have been submitted.

**Part II** Activities and Operational Information (Continued)

8 What assets does the organization have that are used in the performance of its exempt function? (Do not include property producing investment income.) If any assets are not fully operational, explain their status, what additional steps remain to be completed, and when such final steps will be taken. If "None," indicate "N/A." *N/A*

9 Will the organization be the beneficiary of tax-exempt bond financing within the next 2 years?  Yes  No

10a Will any of the organization's facilities or operations be managed by another organization or individual under a contractual agreement?  Yes  No

b Is the organization a party to any leases?  Yes  No

If either of these questions is answered "Yes," attach a copy of the contracts and explain the relationship between the applicant and the other parties.

11 Is the organization a membership organization?  Yes  No

If "Yes," complete the following:

a Describe the organization's membership requirements, and attach a schedule of membership fees and dues.

b Describe the organization's present and proposed efforts to attract members, and attach a copy of any descriptive literature or promotional material used for this purpose.

c What benefits do (or will) the members receive in exchange for their payment of dues?

12a If the organization provides benefits, services, or products, are the recipients required, or will they be required, to pay for them?  N/A  Yes  No

If "Yes," explain how the charges are determined, and attach a copy of the current fee schedule.

*see descriptions - see attachments for projected budget*

b Does or will the organization limit its benefits, services, or products to specific individuals or classes of individuals?  N/A  Yes  No

If "Yes," explain how the recipients or beneficiaries are or will be selected.

13 Does or will the organization attempt to influence legislation?  Yes  No

If "Yes," explain. Also, give an estimate of the percentage of the organization's time and funds that it devotes or plans to devote to this activity.

14 Does or will the organization intervene in any way in political campaigns, including the publication or distribution of statements?  Yes  No

If "Yes," explain fully.

**Part III** Technical Requirements

1 Are you filing Form 1023 within 15 months from the end of the month in which your organization was created or formed?  Yes  No  
If you answer "Yes," do not answer questions on lines 2 through 7.

2 If one of the exceptions to the 15-month filing requirement shown below applies, check the appropriate box and proceed to question 8.  
**Exceptions**—You are not required to file an exemption application within 15 months if the organization:  
 a Is a church, interchurch organization of local units of a church, a convention or association of churches, or an integrated auxiliary of a church (see instructions);  
 b Is not a private foundation and normally has gross receipts of not more than \$5,000 in each tax year; or  
 c Is a subordinate organization covered by a group exemption letter, but only if the parent or supervisory organization timely submitted a notice covering the subordinate.

3 If the organization does not meet any of the exceptions on line 2, are you filing Form 1023 within 27 months from the end of the month in which the organization was created or formed?  Yes  No  
If "Yes," your organization qualifies under section 4.01 of Rev. Proc. 92-85, 1992-42 I.R.B. 32, for an automatic 12-month extension of the 15-month filing requirement. Do not answer questions 4 through 7.  
If "No," answer question 4.

4 If you answer "No" to question 3, has the organization been contacted by the IRS regarding its failure to file Form 1023 within 27 months from the end of the month in which the organization was created or formed?  Yes  No  
If "No," your organization qualifies for an extension of time to apply under the "reasonable action and good faith" requirements of section 5.01 of Rev. Proc. 92-85. Do not answer questions 5 through 7.  
If "Yes," answer question 5.

5 If you answer "Yes" to question 4, does the organization wish to request relief from the 15-month filing requirement?  Yes  No  
If "Yes," give the reasons for not filing this application prior to being contacted by the IRS. See Specific Instructions, Part III, Line 5, before completing this item. Do not answer questions 6 and 7.  
If "No," answer question 6.

6 If you answer "No" to question 5, your organization's qualification as a section 501(c)(3) organization can be recognized only from the date this application is filed with your key District Director. Therefore, do you want us to consider the application as a request for recognition of exemption as a section 501(c)(3) organization from the date the application is received and not retroactively to the date the organization was created or formed?  Yes  No

7 If you answer "Yes" to the question on line 6 above and wish to request recognition of section 501(c)(4) status for the period beginning with the date the organization was formed and ending with the date the Form 1023 application was received (the effective date of the organization's section 501(c)(3) status), check here  and attach a completed page 1 of Form 1024 to this application.



**Part III** Technical Requirements (Continued)

8 Is the organization a private foundation?

- Yes (Answer question on line 9.)  
 No (Answer question on line 10 and proceed as instructed.)

9 If you answer "Yes" to the question on line 8, does the organization claim to be a private operating foundation?

- Yes (Complete Schedule E)  
 No

After answering the question on this line, go to Part IV.

10 If you answer "No" to the question on line 8, indicate the public charity classification the organization is requesting by checking the box below that most appropriately applies:

**THE ORGANIZATION IS NOT A PRIVATE FOUNDATION BECAUSE IT QUALIFIES:**

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

If you checked one of the boxes a through f in question 10, go to question  
 15. If you checked box g in question 10, go to questions 12 and 13.  
 If you checked box h, i, or j, go to question 11.

**Part III** Technical Requirements (Continued)

11 If you checked box h, i, or j on line 10, has the organization completed a tax year of at least 8 months?  
 Yes—Indicate whether you are requesting:  
 A definitive ruling (Answer questions on lines 12 through 15.)  
 An advance ruling (Answer questions on lines 12 and 15 and attach two Forms 872-C completed and signed.)  
 No—You must request an advance ruling by completing and signing two Forms 872-C and attaching them to the application.

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

13 If you are requesting a definitive ruling under section 170(b)(1)(A)(iv) or (vi), check here  and:  
 a Enter 2% of line 8, column (e) of Part IV-A \_\_\_\_\_  
 b Attach a list showing the name and amount contributed by each person (other than a governmental unit or "publicly supported" organization) whose total gifts, grants, contributions, etc., were more than the amount entered on line 13a above.

14 If you are requesting a definitive ruling under section 509(a)(2), check here  and:  
 a For each of the years included on lines 1, 2, and 9 of Part IV-A, attach a list showing the name of and amount received from each "disqualified person." (For a definition of "disqualified person," see Specific Instructions, Part II, Line 4d.)  
 b For each of the years included on line 9 of Part IV-A, attach a list showing the name of and amount received from each payer (other than a "disqualified person") whose payments to the organization were more than \$5,000. For this purpose, "payer" includes, but is not limited to, any organization described in sections 170(b)(1)(A)(i) through (vi) and any governmental agency or bureau.

15 Indicate if your organization is one of the following. If so, complete the required schedule. (Submit only those schedules that apply to your organization. Do not submit blank schedules.)	Yes	No	If "Yes," complete Schedule:
Is the organization a church? . . . . .		✓	A
Is the organization, or any part of it, a school? . . . . .		✓	B
Is the organization, or any part of it, a hospital or medical research organization? . . . . .		✓	C
Is the organization a section 509(a)(3) supporting organization? . . . . .		✓	D
Is the organization a private operating foundation? . . . . .		✓	E
Is the organization, or any part of it, a home for the aged or handicapped? . . . . .		✓	F
Is the organization, or any part of it, a child care organization? . . . . .		✓	G
Does the organization provide or administer any scholarship benefits, student aid, etc.? . . . .		✓	H
Has the organization taken over, or will it take over, the facilities of a "for profit" institution? . . . .		✓	I

**Part IV Financial Data**

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

**A. Statement of Revenue and Expenses**

	Current tax year	<del>3</del> prior tax years or proposed budget for 2 years			(e) TOTAL
	(a) From <sup>1/1/97</sup> to <sup>12/31/96</sup> 1996	(b) 1997	(c) 1998	(d) 1999	
<b>Revenue</b>					
1 Gifts, grants, and contributions received (not including unusual grants—see instructions)	56,430.00	214,980.00	251,080.00		
2 Membership fees received	Ø	Ø	Ø		
3 Gross investment income (see instructions for definition)	Ø	Ø	Ø		
4 Net income from organization's unrelated business activities not included on line 3	Ø	Ø	Ø		
5 Tax revenues levied for and either paid to or spent on behalf of the organization	Ø	Ø	Ø		
6 Value of services or facilities furnished by a governmental unit to the organization without charge (not including the value of services or facilities generally furnished the public without charge)	Ø	Ø	Ø		
7 Other income (not including gain or loss from sale of capital assets) (attach schedule)	Ø	Ø	Ø		
8 Total (add lines 1 through 7)	56,430.00	214,980.00	251,080.00		
9 Gross receipts from admissions, sales of merchandise or services, or furnishing of facilities in any activity that is not an unrelated business within the meaning of section 513	36,850.00	152,200.00	304,400.00		
10 Total (add lines 8 and 9)	93,280.00	367,180.00	555,480.00		
11 Gain or loss from sale of capital assets (attach schedule)	Ø	Ø	Ø		
12 Unusual grants	Ø	Ø	Ø		
13 Total revenue (add lines 10 through 12)	93,280.00	367,180.00	555,480.00		
<b>Expenses</b>					
14 Fundraising expenses	15,465.00	22,101.00	32,486.00		
15 Contributions, gifts, grants, and similar amounts paid (attach schedule)	Ø	Ø	Ø		
16 Disbursements to or for benefit of members (attach schedule)	Ø	Ø	Ø		
17 Compensation of officers, directors, and trustees (attach schedule)	Ø	Ø	Ø		
18 Other salaries and wages <sup>511PENNY</sup>	14,700.00	145,740.00	187,380.00		
19 Interest	Ø	Ø	Ø		
20 Occupancy (rent, utilities, etc.)	14,700.00	25,200.00	25,200.00		
21 Depreciation and depletion	Ø	Ø	Ø		
22 Other (attach schedule)	47,342.00	171,952.00	309,052.00		
23 Total expenses (add lines 14 through 22)	92,207.00	364,996.00	554,118.00		
24 Excess of revenue over expenses (line 13 minus line 23)	1,073.00	2,184.00	1,362.00		

**Part IV** Financial Data (Continued)

B. Balance Sheet (at the end of the period shown)		Current tax year Date <u>1916</u>
<b>Assets</b>		
1	Cash . . . . .	1 1073.00
2	Accounts receivable, net . . . . .	2 0
3	Inventories . . . . .	3 0
4	Bonds and notes receivable (attach schedule) . . . . .	4 0
5	Corporate stocks (attach schedule) . . . . .	5 0
6	Mortgage loans (attach schedule) . . . . .	6 0
7	Other investments (attach schedule) . . . . .	7 0
8	Depreciable and depletable assets (attach schedule) . . . . .	8 0
9	Land . . . . .	9 0
10	Other assets (attach schedule) . . . . .	10 0
11	<b>Total assets</b> (add lines 1 through 10) . . . . .	11 1073.00
<b>Liabilities</b>		
12	Accounts payable . . . . .	12 0
13	Contributions, gifts, grants, etc., payable . . . . .	13 0
14	Mortgages and notes payable (attach schedule) . . . . .	14 0
15	Other liabilities (attach schedule) . . . . .	15 0
16	<b>Total liabilities</b> (add lines 12 through 15) . . . . .	16 0
<b>Fund Balances or Net Assets</b>		
17	<b>Total fund balances or net assets</b> . . . . .	17 1073.00
18	<b>Total liabilities and fund balances or net assets</b> (add line 16 and line 17) . . . . .	18 1073.00

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

**T. A. Unlimited Inc.  
c/o Tri-Angel Unlimited  
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Charter Number - 1393984  
EIN - 74-2782958  
Registered Agent - Melissa Tolliver  
Rt. 1, Box 239  
Burnet, Tx 78611  
512-756-2982**

**Part II**

**ATTACHMENTS FOR # 1.**

1. A DETAILED DESCRIPTION OF THE PURPOSES AND ACTIVITIES OF THIS ORGANIZATION
2. WHEN, WHERE AND BY WHOM ACTIVITY WILL BE INITIATED "1996 STATED GOALS FOR TRI-ANGEL UNLIMITED"

# TRI-ANGEL UNLIMITED

**TRI-ANGEL UNLIMITED** serves to make things happen that help people improve as functional and caring participative members of their communities. Collaborative synergy is strived for as community partnerships are sought and developed that aim to meet community needs. Tri-Angel facilitates the stimulation of concepts, incubation of programs and integration of systems that empower people to achieve functional outcomes and stability; to help themselves. An interactive network of opportunities and services has been structured that promotes social, recreational, emotional, educational, spiritual, civic and economic wellness.

Tri-Angel's **Individual and Community Wellness Profile** outlines five main points of focus needed for the development of a coordinated community network of information, services and resources to be made accessible to the individual and available from the community. The five main points of focus are as follows: (1) ability to meet basic needs, (2) personal power achievement, (3) integrity of the family unit, (4) treatment availability and (5) community involvement. These focal points serve as parameters for Tri-Angel's endeavors to achieve functional outcomes for the community.

Tri-Angel Unlimited has established six programs for the following purposes:

**Community Empowerment Co-op** - to promote revenue and program collaboration among non-profits

**Community Empowerment Center** - to promote community collaboration and access to functional growth opportunities for community members

**Community Empowerment Exchange** - to enrich the quality of life and the resourcefulness of community members

**Community Empowerment Village** - to increase family, financial, emotional and physical stability and an individual's sense of community and self-responsibility

**Integrated Enterprise** - to serve as a fundraising arena to help sustain Tri-Angel's non-profit endeavors while also providing job training and entrepreneurship development opportunities

**Give Greater Austin** - to foster and facilitate charitable contributions of in-kind time, services, and products from the commerce sector of the community for the non-profit sector and for rewarding Power Point achievements by Exchange participants

These programs operate interactively in supportive roles to each other as well. This integrated system is an approach that **Tri-Angel Unlimited** presents as a necessary and comprehensive effort required to turn the tide towards a positive, productive and hopefilled future for us all as a community of people.

## **Tri-Angel Unlimited - Empowerment Programs**

1210 Rosewood Ave., Austin, Tx 78702 (512) 494-0760 fax (512) 494-0199

Tri-Angel Unlimited's **Community Empowerment Center** program strives to promote community collaboration and access to functional opportunities for community members. The mission is to empower people to achieve functional wellness; to help themselves. The goal is to develop a healthy community where it's citizenry is willing and able to make and keep commitments to themselves, to each other, and to the community as a whole.

The Community Empowerment Center activities are structured to foster self-empowering interactions and a comprehensive focus on efforts to help oneself grow and function well socially, recreationally, emotionally, educationally, spiritually, civically and economically. Individuals may access these opportunities through participation in Tri-Angel Unlimited's **Community Empowerment Exchange** program as a community volunteer.

This Power System tracks an individual and/or a family unit's Power Point credits earned from volunteer service. These credits serve to access various activities at the Center as well as to access volunteer services from other Power participants to help meet personal needs. Various levels of accumulated Power Points indicating committed volunteerism are rewarded with items from the clearinghouse donations solicited from the commerce sector by Tri-Angel Unlimited's **Give Greater Austin** program.

In addition to functional opportunities available through the Community Empowerment Center, the Center facility also serves as a homebase for a cooperative group of non-profit entities that are united through Tri-Angel Unlimited's **Community Empowerment Co-op** program. Tri-Angel Unlimited, neighborhood PRIDE, Conley-Guerrero (Senior Activity Center) Guild Inc., G.A.N.G. (Giving Adolescents New Goals), J.O.C.K.s (Joining One another to Change our Kids) and S.W. Region Habitat for Humanity are working together to focus on creative collaborative projects that address community needs and that strengthen each other's endeavors and resources.

The hospitality division of Tri-Angel Unlimited's **Integrated Enterprise** program implements revenue-raising rental and food preparation activities at the Center facility that provides an arena for job-training and economic empowerment. Other divisions such as the resource-efficient housing construction, salvage/demolition operation, palapa construction and mesquite parquet flooring divisions also serve as job-training arenas. Revenue generated by Integrated Enterprise helps to sustain all of Tri-Angel Unlimited's non-profit programs and collaborative efforts.

Five community member committees make up a governing Empowerment Council to aid with the Community Empowerment Center management and operations. Each committee meets at least once a month on Sunday afternoons from 4 - 6 pm. at the Center. The committees are as follows: activities management committee, volunteers management committee, financial management committee, facility management committee and mediation committee. Committee members are volunteers recruited from the roster of active Power System volunteers.

The Community Empowerment Center hours are 6 am to 10 pm Monday-Thursday and until midnight Friday and Saturday. Sunday hours are 6 am to 9 am and 12:30 pm to 8 pm.

## **COMMUNITY EMPOWERMENT CO-OP**

The **COMMUNITY EMPOWERMENT CO-OP** is a non-profit program of Tri-Angel Unlimited with its base at the **Community Empowerment Center**. The Co-op serves to promote collaboration among its participating non-profits for stimulation of creative projects that address community needs, for sharing of resources and for supporting each other in the growth of individual and collaborative endeavors.

The Co-op offers assigned administrative space and/or supportive administrative and development services. This would include shared use of fax, copier and phone system, computer networking, reception/ message and typing aide, and access to supplies and equipment, a media database, collaborative fundraising and PR activities, and staff/board development activities. Numerous rooms such as the front reception room, dining & conference room, resource library room, computer lab room, kitchen, multi-purpose room, counsel room, workshop room (and a future gym/banquet/music hall add-on) are available for selective scheduled usage for staff and board development activities, board meetings, selective scheduled program activities and collaborative grant-writing activity.

## **COMMUNITY EMPOWERMENT CO-OP**



## COMMUNITY EMPOWERMENT CENTER

The **COMMUNITY EMPOWERMENT CENTER** is a non-profit program of Tri-Angel Unlimited and is located at 1210 Rosewood Ave., Austin, Tx 78702. The Center promotes community collaboration and access to functional opportunities for community members. The **mission** is to empower people to achieve functional wellness; to help themselves. The **goal** is to develop a healthy community where it's citizenry is willing and able to make and keep commitments to themselves, to each other, and to the community as a whole.

The Center offers a comprehensive array of structured functional opportunities to promote the social, recreational, emotional, educational, spiritual, civic and economic development of participants. Individuals may access these opportunities using Power Point credits earned through registration with and participation in the Community Empowerment Exchange as a community volunteer.

Active participants of the Exchange are recruited to serve on the Center's Empowerment Council which consists of the following five committees; 1) activity securement, 2) Center volunteer support, 3) activity revenue management, 4) facility management and 5) mediation. Each group meets at least once a month to work with the Community Empowerment Center management to assure community input and involvement in the success of the Center in meeting participant needs.

## COMMUNITY EMPOWERMENT CENTER

## COMMUNITY EMPOWERMENT EXCHANGE

The **COMMUNITY EMPOWERMENT EXCHANGE** is a non-profit program of Tri-Angel Unlimited with its administrative base at the **Community Empowerment Center**. The aim is to enrich the quality of life and the resourcefulness of community members who choose to participate in the **POWER** system. This system promotes the voluntary interactions of its participants for the purpose of helping each other by volunteering skills, labor and resources while earning "**Power Point**" credits. These credits serve to access help from other participants in the system as well as for accessing the activities of the **Community Empowerment Center**.

As a general rule, one Power Point is credited for each hour of donated time given, and one Power Point is debited for each hour of donated time received from another participant. Accounts can be tracked on an individual basis or as a family unit whereas an individual family member can draw on the collective credits of the family. Additionally, accrued Power Points can be assigned to others in need for use who may or may not be registered with the Power system.

A monthly "**Power Press**" publication keeps the volunteer members of this system informed of their credit and debit balance (listed by member #). The publication also includes a monthly calendar sheet of the scheduled activities at the **Community Center** as well as other pertinent information. For an optional nominal fee to cover postage etc., the "**Power Press**" can be mailed directly to participants. A detailed year-to-date statement of an account's Power transactions is also available upon the request of participants.

## COMMUNITY EMPOWERMENT EXCHANGE

## **COMMUNITY EMPOWERMENT VILLAGE**

The **COMMUNITY EMPOWERMENT VILLAGE** is a non-profit collaborative pilot project under development and led by Tri-Angel Unlimited based at the **Community Empowerment Center**. The objectives of the pilot model are to: empower residents to meet basic needs; experience personal achievement; optimally function within cohesive family units; seek a state of wellness; and connect as and be effective community members.

The intended outcomes of the pilot model are to increase family, financial, emotional and physical stability and an individual's sense of community and self-responsibility. **Educational, operational, and recreational activities are structured to nurture positive community and family interactions, relationship-building, and constructive interdependent roles; maximize individual and family budgeting resources, and enhance the knowledge and skills to maintain financial viability; strengthen the ability to cope with adversities in a constructive manner, achieve and maintain positive self-esteem, move beyond self-concerns to also embrace an attitude of concern for others, and develop a sense of hope and empowerment that fortifies one's future; achieve the understanding and incorporation of sound medical, nutritional, and fitness principles of health into residents' daily lives; and foster a sense of belonging that provides a positive affiliation and purpose for assuming a responsible role in actions and outcomes.**

The collaborative goals are to provide people the opportunity to learn good work habits and skills to secure permanent employment; create permanent employment opportunities (as an employee or as self-employed); secure affordable housing options; and teach the life skills necessary to achieve and maintain functional wellness and stability. A Village consists of facilities for enterprise and job-training with a contiguous trainee dormitory; multi-family transitional living units with supportive Community Empowerment Center activities (accessed by the surrounding general community as well); a Habitat Village section with sustainable housing model displays and single family rental units; and an education retreat center with overnight accommodations.

## **COMMUNITY EMPOWERMENT VILLAGE**

## **INTEGRATED ENTERPRISE**

**INTEGRATED ENTERPRISE (I. E.)** is a non-profit program of Tri-Angel Unlimited with its administrative and classroom instruction base at the **Community Empowerment Center**. I. E. was established to serve as a fundraising arena to help sustain the scope of Tri-Angel's non-profit endeavors while also providing job training and entrepreneurial development opportunities for both youth and adults.

I. E. is committed to the provision of training opportunities for people who are economically, socially, mentally and/or physically disadvantaged or at risk. The establishment of a diversity of employment areas is intended in order to structure a variety of **prevocational and vocational training opportunities** that can address a wide spectrum of functional skill levels. Throughout an individual's period of training with I. E., **entrepreneurial skills** are fostered and as appropriate, encouragement given to pursue a selected track leading to self-employment.

It is the **vision of Integrated Enterprise** developers that there be a direct relationship between the success of trainees and the growth of its various enterprise divisions. That is, the intent is to foster the abilities of I. E. trainees to become the trainers, implementers and managers of the growth. As a pool of trained individuals grows, the growth of enterprise operations can occur as an increased number of skilled crewmembers are available to bid out on jobs. Such crews will also serve to apprentice further trainees. Additional non-profit satellite training operations are intended as an outgrowth of expansion as well as the formation of entrepreneurial paths when possible for candidates who have achieved the appropriate skill levels for this direction.

Individuals are expected to enroll with I. E. initially on a **volunteer basis** for a period of orientation, assessment and prevocational skill development focus. The length of this initial volunteer state is variable according to the participant's skill level and motivation to advance. This period is structured for both classroom instruction and purposeful task engagement. An approach to functional development includes facilitation of work, leisure and living skills challenges. When deemed appropriate and a slot is available, a participant can commit to a paid apprenticeship position with one of the enterprise divisions. This is an opportunity to develop the specific technical expertise and management skills necessary to advance to the pool of skilled contract labor drawn upon for bidding out on various enterprise contracts.

## **INTEGRATED ENTERPRISE**

## **GIVE GREATER AUSTIN**

**GIVE GREATER AUSTIN (GGA)** is a non-profit program of Tri-Angel Unlimited with its administrative base at the **Community Empowerment Center**. The purpose of GGA is to foster charitable contributions of in-kind time, service, product, etc. from the commerce sector of the community. In addition, GGA serves as a clearinghouse operation for registered non-profits to access these donations of time, services and products in a manner less cumbersome for all parties involved. These donations are also available as rewards for various levels of accumulated Power Points by Community Empowerment Exchange participants.

**GIVE GREATER AUSTIN's** basic premise is that all commerce, however small or diversified, has the capacity for contributing to the community and should be encouraged to have a plan of action in place for doing so. Yet, such action can present dilemmas such as who to give to and who to have to say "no" to, what to give and how often, how to deal with calls asking for donations, what is tax-deductible and keeping paperwork updated... Non-profit organizations seeking donations face their own set of problems as well, such as what businesses to approach for what, who to contact, when to contact, planning the follow-up and acknowledgements necessary, competing with the numerous community non-profits for donations...

The solution is

## **GIVE GREATER AUSTIN.**

**GIVE GREATER AUSTIN** is set up as a service to-benefit both the commerce donors and the non-profit organizations seeking donations. Charitable donations can come in the form of in-kind time, services, products, gift certificates, food etc... Businesses may arrange contributions to GGA on a frequency that best suits their circumstances. Calls from the community requesting donations can graciously be handled by proudly referring the caller to GGA; "We are registered with **GIVE GREATER AUSTIN** and would be happy for you to give them a call". A decal for storefront display announces participation in GGA and reflects each participating business's sense of responsibility to the community.

**GIVE GREATER AUSTIN** assures the availability of a pool of contributions to benefit non-profits registered with GGA. The donor may choose to earmark contributions for a specific registered organization or may wish to generically support registered non-profits by specifying a targeted population category. Additionally, donations can be earmarked for rewarding participants of the Community Empowerment Exchange for various levels of Power Point volunteer credits accumulated.

## **GIVE GREATER AUSTIN**

## Information for Tahn

### **Stated goals for Tri-Angel Unlimited to accomplish in 1996:**

#### Goals for Community Empowerment Co-op program -

1. Maintain supportive cooperative covenant presently operating with the following group of five organizations: Tri-Angel Unlimited, Habitat for Humanity/Hill Country Affiliate, neighborhood PRIDE, G.A.N.G., and J.O.C.K.s.
2. Establish "Cool to Collaborate" fundraising campaign to include neighborhood collection drives with four levels of giving (each with a donor thank-you gift) and an annual golf tournament event.

#### Goals for Community Empowerment Center -

1. Solicit and coordinate the community resources available to fully implement the scheduled usage of 1210 Rosewood site facility for functional growth opportunities and activities offered to community members.
2. Develop working plans for a banquet hall add-on to the Center facility.
3. Coordinate volunteer work crews to complete interior and exterior painting of facility.

#### Goals for Community Empowerment Exchange -

1. Complete development of database structure for management of volunteer enrollment, skills classification, and tracking of Power Point credits.
2. Enroll all Empowerment Center program participants as Empowerment Exchange volunteers.

#### Goals for Community Empowerment Village -

1. Complete Phase II of this collaborative project which is to determine site qualifications, investigate site options and secure site acquisition.

#### Goals for Entegrated Enterprise -

1. Establish a 10-person training crew unit that will operate initially on a volunteer basis for orientation, functional assessment and pre-vocational skill development as well as until revenue is generated by the crew to produce stipends/salaries through the following enterprise divisions development:
  - A. resource efficient housing construction -
    1. Obtain bank/grant interim construction monies and/or mortgage buyback.
    2. Start construction on first home.
  - B. salvage/demolition operation -
    1. Solicit and coordinate the pick-up of construction site (etc.) surplus materials from Austin's surrounding areas for collaborative efforts with Habitat for Humanity/Hill Country Affiliate's Restore operation (utilizing Tri-Angel's 3/4 ton truck).
    2. Assist with inventory and sales management operations of Habitat for Humanity/Hill Country Affiliate's Restore
    3. Solicit and coordinate the pick-up of construction site (etc.) surplus materials from Austin's surrounding areas for collaborative efforts with Medina Enterprises' reburishing and woodworking operations (utilizing Tri-Angel's 3/4 ton truck).
    4. Assist with inventory and sales management operations of Medina Enterprises.
  - C. palapa construction -
    1. Build a 12' x 60' rectangular palapa (materials already delivered) at Medina Enterprises site to be utilized for storing bulk purchase palapa materials.

**T. A. Unlimited Inc.  
c/o Tri-Angel Unlimited  
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Rt. 1, Box 239  
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512-756-2982**

**Part II**

**ATTACHMENTS FOR # 2, #3 AND #4**

- (1) THE ORGANIZATION'S SOURCES OF SUPPORT AND DESCRIPTION OF IT'S FUNDRAISING PROGRAM
- (2) DRAFT REGISTRATION FORM FOR 1996 GOLF TOURNAMENT
- (3) DRAFT SHEET OF TOURNAMENT COST FACTORS
- (4) DRAFT LETTER FOR 1996 GOLF TOURNAMENT SPONSORSHIP
- (5) ROSTER OF 1996 GOLF TOURNAMENT STEERING COMMITTEE
- (6) COOPERATIVE COVENANT FORM
- (7) COOPERATIVE OPERATIONAL AGREEMENT - A FORM
- (8) COOPERATIVE OPERATIONAL AGREEMENT - B FORM
- (9) COOPERATIVE OPERATIONAL AGREEMENT - C FORM
- (10) INTERIM BOARD OF DIRECTORS

**TRI-ANGEL UNLIMITED'S SOURCES OF SUPPORT AND  
DESCRIPTION OF IT'S FUNDRAISING PROGRAM**

**Sources of Support**

1. Initially, the **primary source** of financial support is expected to be from Tri-Angel Unlimited's **Community Empowerment Co-op** program with it's effort to establish the **COOL TO COLLABORATE year-round fundraising campaign.**
2. **Secondary sources** of financial support are expected to be generated through **grant-writing activities.**
3. Other initially **secondary sources** are expected to be generated by Tri-Angel Unlimited's **Integrated Enterprise** program as well, which will include the following revenue-raising divisions:
  - resource-efficient housing construction**
  - salvage/demolition operation**
  - palapa construction**
  - mesquite parquet flooring manufacturing and installation**
  - catering/hospitality**The vision is for this program of Tri-Angel Unlimited's to evolve into the primary funding source.
4. Tri-Angel Unlimited's **Give Greater Austin** program will be a **secondary source** of revenue as well.

**Description of Fundraising Programs**

**Community Empowerment Co-op's COOL TO COLLABORATE fundraising campaign:**

This campaign will include neighborhood collection drives by volunteers (with four levels of giving, each with a donor thank-you gift) and an annual golf tournament event with silent and live auctions and raffle. The annual golf tournament theme is "Market Competitors - Community Partners". Each year, priority participation is sought from a specific segment of commerce. The high-tech industry and related commerce has been selected as the priority participation sought for the 1996 1st Annual COOL TO COLLABORATE Golf Tournament. Two "Hole-in-One" Support Sponsors will be secured for the tournament each year that stand to gain the greatest PR benefits from the event as well as recognition from their logo placement on the campaign's t-shirts and caps given as donor gifts year-round. The remaining sponsor options are described on draft copies of the tournament registration form and the cost factor sheet (see attachments). A solicitation letter for the tournament has been drafted as well as a roster of the Tournament Steering Committee (see attachments). 100% of the proceeds from the sponsorships and registrations is made out to Tri-Angel Unlimited/Community Empowerment Co-op and goes directly to fund it's collaborative operations and programs and the Community Empowerment Center. 100% of the proceeds raised by each Co-op participant from the silent and live auctions and raffle is made out to and goes directly to that participating entity. 100% of the proceeds raised by each Co-op participant from the year-round neighborhood drives is made out to Tri-Angel Unlimited/Community Empowerment Co-op with 50% of those proceeds given directly back to that participating entity.

**Integrated Enterprise:**

Enterprise divisions are in the initial developmental stages (see 1996 Stated Goals... attachment). Various materials have already been made available for implementation such as for the palapa construction referenced, the mesquite flooring referenced, the 3/4 ton truck referenced and the catering/hospitality division referenced.

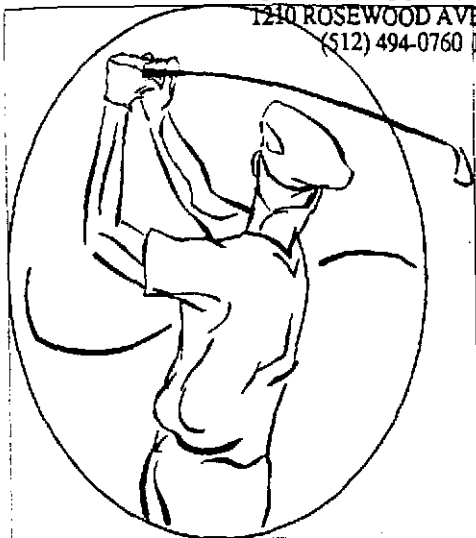
**Give Greater Austin:**

This program of Tri-Angel Unlimited is in it's initial developmental stage as well (see 1996 Stated Goals... attachment), and will raise revenue by offering registration opportunities to commerce and non-profit entities who wish to benefit from this program's clearinghouse services.



TRI-ANGEL UNLIMITED  
COMMUNITY EMPOWERMENT CENTER  
1210 ROSEWOOD AVE, AUSTIN, TX 78702  
(512) 494-0760 FAX 494-0199

**"Eagle" Support Team Sponsor - \$1500**



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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**"Birdie" Support Signage Sponsor \$500 \$400 \$300 \$200**

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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**"Par" Support Player - \$175**

see Player Registration Information and fill in data

**Who we are and what we're doing...**

Tri-Angel Unlimited Inc., neighborhood PRIDE Inc., Conley-Guerrero (Senior Activity Center) Guild Inc., G.A.N.G. Inc. (Giving Adolescents New Goals) and J.O.C.K.s Inc. (Joining One another to Change our Kids) are non-profit entities that have collaboratively united through the Community Empowerment Co-op. We encourage you to commit your financial resources to enhance our ability to collaborate as community resources to better address community needs. With your support, we are able to share Tri-Angel Unlimited's Community Empowerment Center facility for administrative and program needs, supplies and equipment, support staff skills, leadership talents, student internships, professional growth and education activities and collaborative program/resource development efforts.

Additionally, your dollars also allow use of the Center facility for free access by a cross-spectrum of other community entities and individuals who can offer functional growth opportunities at minimal to no charge. We strive to assure that a balance of social, recreational, emotional, educational, spiritual, civic and economic development opportunities are available for community members to access at the Community Empowerment Center. The activity schedule is structured to foster participation and access as a family unit.

**1st Annual COOL TO COLLABORATE Golf Tournament Details**

**Pre-Party with Silent & Live Auction:** Sunday, August 18, 1996, 5-8 pm at Waterloo Brewing Co.

**Four Man Scramble Tournament with Shotgun Start:** Monday, August 19, 1996

1:30 pm; tee-off time at Barton Creek Country Club/Crenshaw Course

6:30 pm; awards, give-aways and raffle drawings

**Pre-Tournament Activities:** registration activities, contest sign-ups and range balls, 11:30 am - 1:15 pm

**Tournament Contests:** 5 hole-in-one's, one longest and one most accurate drive, and five closest-to-the-pin's

**Tournament Prizes:** New truck, \$10K, golf weekend, two airline tickets or Seiko watch for hole-in-one's!  
Great prizes for all other tournament contests!

**Make Checks To:** T. A. Unlimited/C. E. Co-op **Send To:** C. E. Co-op, 1210 Rosewood Ave. Austin, Tx 78702

**PLAYER REGISTRATION INFORMATION**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Golf Cap \_\_\_\_\_ and/or Tee-Shirt \_\_\_\_\_ : XXL \_\_\_\_\_ XL \_\_\_\_\_ L \_\_\_\_\_ M \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Golf Cap \_\_\_\_\_ and/or Tee-Shirt \_\_\_\_\_ : XXL \_\_\_\_\_ XL \_\_\_\_\_ L \_\_\_\_\_ M \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Golf Cap \_\_\_\_\_ and/or Tee-Shirt \_\_\_\_\_ : XXL \_\_\_\_\_ XL \_\_\_\_\_ L \_\_\_\_\_ M \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Golf Cap \_\_\_\_\_ and/or Tee-Shirt \_\_\_\_\_ : XXL \_\_\_\_\_ XL \_\_\_\_\_ L \_\_\_\_\_ M \_\_\_\_\_

Community Empowerment Co-op, 1210 Rosewood Ave., Austin, Tx 78702 (ph) 494-0760. (fx) 494-0199  
annual golf tournament theme "Market Competitors - Community Partners"  
1996 priority participation : high-tech and related commerce

**PARTICIPATION FEE INFORMATION**

**Deadline for "Eagle" & "Birdie" Support Sponsors, Fri. Aug. 2, 1996; "Par" Players, Fri. Aug. 9, 1996**

**"Eagle" Support Team Sponsor - \$1500**

four playing spots & one team photo  
four golf caps, tee-shirts & goody bags  
eight soda/juice course tickets  
four food & eight bev. pre-party tickets  
half-page ad in program  
hole sign, recog. in program & PR matls.

**"Birdie" Support Signage Sponsors**

\$500 registration table banner  
\$400 award pavilion banner  
\$300 hole signage  
\$200 logo on program cover & PR poster  
signage & recognition in program  
quarter page ad  
one food & two bev. pre-party tickets

**"Par" Support Player - \$175**

one playing spot  
one golf cap or tee-shirt  
one goody bag  
two soda/juice course tkts.  
one food & two beverage  
pre-party tickets

**The Community Empowerment Co-op's**

**1st Annual  
COOL TO COLLABORATE  
Golf Tournament  
August 19, 1996**

**Barton Creek Country Club/Crenshaw Course**

**Proceeds benefit the Community Empowerment Center  
and the Co-op's collaborative operations and programs**

**Tri-Angel Unlimited's Community Empowerment Co-op**  
**1st Annual COOL TO COLLABORATE Golf Tournament, August 19, 1996**  
**"Market Competitors - Community Partners"**  
**Barton Creek Country Club - Crenshaw Course**

**COMMUNITY SUPPORT OPTIONS**

**HOLE-IN-ONE Support/Co-op Sponsor - \$4000**

	<u>Cost</u>	<u>Value</u>
registration for four players	\$220 (\$55 ea)	\$700
hole signage	\$25	\$300
four team photos	\$40	\$40
eight soda/juice tickets for course	\$16	—
four COOL TO COLLABORATE golf caps and t-shirts	\$48	\$40
four "golf goodies" packets	—	—
four food and eight beverage pre-party tickets	\$32 (\$6-food \$2-bev.)	—
full-page ad in program	—	\$100
recognition in program and PR materials	—	—
logo recognition on program cover and annual poster	—	\$200
registration table banner	\$100	\$500
logo on COOL TO COLLABORATE golf cap and tee-shirt	—	—
name in month-long KAJZ FM Radio PR	—	—

(481)

**EAGLE Support/Team Sponsor - \$1500**

	<u>Cost</u>	<u>Value</u>
registration for four players	\$220	\$700
hole signage	\$25	\$300
one team photo	\$10	\$10
eight soda/juice tickets for course	\$16	—
four COOL TO COLLABORATE golf caps and t-shirts	\$48	\$40
four "golf goodies" packets	—	—
four food and eight beverage pre-party tickets	\$32	—
half-page ad in program	—	\$50
recognition in program and PR materials	—	—
logo recognition on program cover and annual poster	—	\$200
awards pavilion banner	\$75	\$400

(426)

**BIRDIE Support/Signage Sponsors - \$500 \$400 \$300 \$200**

	<u>Cost</u>	<u>Value</u>
signage:		
reg. table & award pavilion banners, hole sign, program/poster logo)	\$100.\$75.\$25. —	\$500 \$400 \$300 \$200
recognition in program	—	—
one food and two beverage pre-party tickets	\$8	\$8
quarter-page ad in program	—	\$25

(108,83,33,8)

**PAR Support Player - \$175**

	<u>Cost</u>	<u>Value</u>
one playing spot	\$55	\$175
two soda/juice course tickets	\$4	—
COOL TO COLLABORATE golf cap or t-shirt	\$6	—
"golf goodies" packet	—	—
one food and two beverage pre-party tickets	\$8	—

(73)

**Program Ads -**

	<u>Cost</u>	<u>Value</u>
full page	—	\$100
half-page	—	\$50
quarter-page	—	\$25

# Tri-Angel Unlimited COMMUNITY EMPOWERMENT CO-OP

TRI-ANGEL UNLIMITED  
COMMUNITY EMPOWERMENT CENTER  
1210 ROSEWOOD AVE, AUSTIN, TX 78702  
(512) 494-0760 FAX 494-0199

To: FORM 1023 Part F #3 EIN 74 2782958

As participants of Tri-Angel Unlimited's **Community Empowerment Co-op**, we, the following non-profit entities listed, would like to invite your support of our efforts to establish the Community Empowerment Co-op's **1st Annual COOL TO COLLABORATE Golf Tournament**:

Tri-Angel Unlimited  
neighborhood PRIDE  
G.A.N.G. (Giving Adolescents New Goals)  
J.O.C.K.s (Joining One another to Change our Kids)  
Conley-Guerrero (Senior Activity Center) Guild

The annual theme is "Market Competitors - Community Partners" with this year's primary sponsorship focus on high-tech and related commerce. We encourage you to commit your financial resources to enhance our ability to collaborate as community resources. With your support, we can share Tri-Angel Unlimited's Community Empowerment Center facility space for administrative and program needs, office supplies and equipment, support staff skills, leadership talents, professional growth and education activities, collaborative program and resource development efforts.

Beyond that, your dollars also allow use of the Center facility by a cross-spectrum of other entities and individuals who can offer functional growth opportunities at minimal to no charge to community members. Tri-Angel Unlimited strives to assure that a balance of social, recreational, emotional, educational, spiritual, civic and economic development opportunities are available for community members to access at the Community Empowerment Center. The schedule is structured to foster participation and access as a family unit.

As you know, times are such that it is imperative to maximize the use of resources and minimize the cost of operations. You can trust that with your choice to support the Community Empowerment Co-op's **1st Annual COOL TO COLLABORATE Golf Tournament**, your committed community dollars will be stretched effectively and efficiently.

Please review the accompanying registration form for the various participation options and choose accordingly. In addition to proudly assuming a responsible role as a community sponsor, you can benefit from the PR aspects of the event as well as a tax deduction claim of \$1????! And of course, your team players will enjoy a fun-filled evening at Waterloo Brewing Co. cashing in on the silent and live auctions, as well as spend a fantastic afternoon challenged by the Crenshaw Course at Barton Creek Country Club. Thank you for considering our sponsorship opportunities and we hope to count on you as a community partner.

Collaboratively,

Betti C. Stroud  
T.A. Unlimited

Kactlynn Ross  
neighborhood PRIDE

Stace Alfstad  
G.A.N.G.

Kelton Wright  
J.O.C.K.s

Charles Holden  
Conley-Guerrero Guild

1210 Rosewood Ave., Austin, Tx 78702 (512) 494-0760 fax (512) 494-0199

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**1st Annual COOL TO COLLABORATE Golf Tournament - Steering Committee Roster**  
**Fundraiser Event Date: August 19, 1996 at the Barton Creek Country Club Crenshaw Course**

**Empowerment Co-op Sponsors Steering Sub-Committee: primary focus; Silent & Live Auctions**

**Betti C. Stroud/Tri-Angel Unlimited\*\*\*Event Chair and Co-op Sponsors' liaison for Official Sponsor Steering Sub-Committee\*\*\***  
1210 Rosewood Ave., Austin 78702      PH (o) 494-0760 or (h) 832-1897      FAX 494-0199

**Official Sponsors Steering Sub-Committee: primary focus; as listed respectively**

**Ezra C. Pleasant / Pleasant Auctioneers Int'l\*\*\*oversee organization of auctions & carry out live auction\*\*\***

400 E. Anderson Ln. #400, Austin 78752      PH (o) 832-9006      FAX 836-2312

**Billy A. Forrester Jr. / Waterloo Brewing Co.\*\*\*hosting site for pre-party with silent & live auctions\*\*\***

401 Guadalupe, Austin 78701      PH (o) 477-1836 or (cellular) [REDACTED]      FAX 477-1837

**Ron Samford / Ron's Custom Sales\*\*\*providing golf registration packet goodies\*\*\***

P.O. Box 219, Leander 78641      PH (o) 259-0455 or (p) 483-8468      FAX 259-9063

**Van Malone / Malone Co. Enterprises\*\*\*overseeing sport celebrity solicitation and participation\*\*\***

Box 214769, Auburn Hills, Michigan 48321      PH (o) 800-979-0156      FAX 810-628-3002

**PR\*\*\*providing direction for the promotion of event\*\*\***

**Doc Burns / KAJZ Radio\*\*\*repeated PSAs. weekly fax-in registration drawings starting month ahead. music/M.C. for event\*\*\***

8309 North IH-35, Austin 78753      PH (o) 832-4075      FAX 908-4957

**Community Sponsors Steering Sub-Committee: primary focus; tournament details and registration pkts.**

**Steve Stroud / Spectra Consulting Engineers**

4425 So. Loop 360 Ste. 100, Austin 78721      PH (o) 448-4712 or [REDACTED]      FAX 448-4773

**Ross Jackson / Laff & Learn Safety Training**

1308 W. Anderson Ln., Austin 78757      PH (o) 451-7074 or [REDACTED]      FAX

**John Carsey / Minton, Burton, Foster & Collins**

1100 Guadalupe, Austin 78701      PH (o) 476-4873 or (h)      FAX 479-8315

**Charlie Crenshaw / Alert Centre, Inc.**

2205 Woodward, Austin 78744      PH (o) 442-1212      FAX 440-5103

**Mark Cretney / Motorola, Project Coordinator**

3699 Ed Bluestein/On-Site Construction Trailer  
M. D. K8, Dept. RO103, Austin 78721      PH (o) 933-2213      FAX 933-8379

\*\*\*\*\*shared effort by all to secure monetary community sponsorships and tournament registrations\*\*\*\*\*

# Community Empowerment Co-op

a program of Tri-Angel Unlimited

## Cooperative Covenant

As a cooperative partner, we, \_\_\_\_\_,  
commit to publicly support the facility, operations and collaborative activities of the  
Community Empowerment Co-op and Center.

We agree to actively pursue the planning, development and implementation of collaborative  
grantwriting and fundraising efforts for the purpose of sustaining the facility, operations and  
collaborative activities of the Community Empowerment Co-op and Center.

\_\_\_\_\_  
Co-op Partner

\_\_\_\_\_  
Tri-Angel Unlimited

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Community Empowerment Co-op

a program of Tri-Angel Unlimited

## Cooperative Operational Agreement -A

This is to state that upon signing this agreement, \_\_\_\_\_  
will be in cooperative partnership with the Community Empowerment Co-op.

This is to state that the Co-op will provide this partner office space at the Community Empowerment Center to include a desk, chair, lamp, phone, modem/computer networking capacity, and trash can.

This is to state that the Co-op will make accessible to this partner the shared use of a fax and photocopier as available at the Center.

This is to state that the Co-op will make accessible to this partner the shared use of reception, message and typing services as available at the Center.

This is to state that the Co-op will make accessible to this partner opportunities to utilize designated activity space as appropriate with the Center's mission and goals and as scheduling permits.

This is to state that the Co-op and the Center will permit this partner the use of the Center's office address for a mailing address, and the use of it's telephone and fax numbers for incoming calls.

This is to state that this partner agrees to meet at least monthly with Co-op partners to review operations of the Co-op, assess needs that can be addressed by the Co-op and discuss/plan collaborative projects and fundraising strategies for the Co-op.

\_\_\_\_\_  
Co-op Partner

\_\_\_\_\_  
Tri-Angel Unlimited

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Community Empowerment Co-op

a program of Tri-Angel Unlimited

## Cooperative Operational Agreement -B

This is to state that upon signing this agreement, \_\_\_\_\_  
will be in cooperative partnership with the Community Empowerment Co-op.

This is to state that the Co-op will provide this partner shared office space at the Community Empowerment Center to include a desk, chair, lamp, phone, modem/computer networking capacity, and trash can.

This is to state that the Co-op will make accessible to this partner the shared use of a fax and photocopier as available at the Center.

This is to state that the Co-op will make accessible to this partner the shared use of reception, message and typing services as available at the Center.

This is to state that the Co-op will make accessible to this partner opportunities to utilize designated activity space as appropriate with the Center's mission and goals and as scheduling permits.

This is to state that the Co-op and the Center will permit this partner the use of the Center's office address for a mailing address, and the use of it's telephone and fax numbers for incoming calls.

This is to state that this partner agrees to meet at least monthly with Co-op partners to review operations of the Co-op, assess needs that can be addressed by the Co-op and discuss/plan collaborative projects and fundraising strategies for the Co-op.

\_\_\_\_\_  
Co-op Partner

\_\_\_\_\_  
Tri-Angel Unlimited

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Community Empowerment Co-op

a program of Tri-Angel Unlimited

## Cooperative Operational Agreement -C

This is to state that upon signing this agreement, \_\_\_\_\_  
will be in cooperative partnership with the Community Empowerment Co-op.

This is to state that the Co-op will make accessible to this partner the shared use of a fax and photocopier as available at the Center.

This is to state that the Co-op will make accessible to this partner the shared use of reception, message and typing services as available at the Center.

This is to state that the Co-op will make accessible to this partner opportunities to utilize designated activity space as appropriate with the Center's mission and goals and as scheduling permits.

This is to state that the Co-op and the Center will permit this partner the use of the Center's office address for a mailing address, and the use of it's telephone and fax numbers for incoming calls.

This is to state that this partner agrees to meet at least monthly with Co-op partners to review operations of the Co-op, assess needs that can be addressed by the Co-op and discuss/plan collaborative projects and fundraising strategies for the Co-op.

\_\_\_\_\_  
Co-op Partner

\_\_\_\_\_  
Tri-Angel Unlimited

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**T. A. UNLIMITED INC. INTERIM BOARD OF DIRECTORS**

Betti Carsey Stroud - Chairman  
12307 Bedrock Tr.  
Austin, Tx 78727

Melissa Tolliver - Secretary/Treasurer  
Rt. 1, Box 239  
Burnet, Tx 78611

Cheryl Wallace - President  
21700 Quail Valley Court  
Leander, Tx 78641

**T. A. Unlimited Inc.  
c/o Tri-Angel Unlimited  
Executive Director - Betti Carsey Stroud  
Charter Number - 1393984  
EIN - 74-2782958  
Registered Agent - Melissa Tolliver  
Rt. 1, Box 239  
Burnet, Tx 78611  
512-756-2982**

**Form 1023, Part III**

**ATTACHMENTS FOR #11**

- (1) FORM 872-C, COPY ONE
- (2) FORM 872-C, COPY TWO

**Part IV**

**ATTACHMENTS FOR (A) STATEMENT OF REVENUE AND EXPENSES**

- (1) 1996 (remainder) STATED BUDGET FOR TRI-ANGEL UNLIMITED
- (2) 1997 STATED BUDGET FOR TRI-ANGEL UNLIMITED
- (3) 1998 STATED BUDGET FOR TRI-ANGEL UNLIMITED

Consent Filing Period of Limitation Open  
Assessment of Tax Under Section 4940 of the  
Internal Revenue Code

(Rev. July 1993)

Department of the Treasury  
Internal Revenue Service

(See instructions on reverse side.)

To be used with  
Form 1023. Submit  
in duplicate.

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

T. A. UNLIMITED INC

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

1210 ROSEWOOD AVE AUSTIN TX 78702

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

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

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

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

Ending date of first tax year Dec 31 1996  
(Month, day, and year)

Name of organization (as shown in organizing document)	Date
<u>T. A. UNLIMITED INC</u>	<u>June 3, '96</u>
Officer or trustee having authority to sign	
Signature ▶ <u>Beth C. Stroud</u>	Title ▶ <u>ex. dir.</u>

For IRS use only	
District Director or Assistant Commissioner (Employee Plans and Exempt Organizations)	Date

By ▶ \_\_\_\_\_

V. "Cool to Collaborate" Co-op campaign/Tri-Angel revenue =

\$ 1000.00	\$1 donations (50% of \$2000)
\$ 2500.00	\$5 donations (50% of \$5000)
\$ 10000.00	\$10 donations (50% of \$20,000)
\$ 5000.00	\$20 donations (50% of \$10,000)
\$ 4200.00	\$175 "par" support player x 24 players
\$ 8000.00	\$4000 "hole-in-one" support x 2 sponsors
\$ 37,500.00	\$1500 "eagle" support x 25 sponsors
\$ 4500.00	\$300 "birdie" support x 15 sponsors
\$ 5000.00	auctions
\$ 1000.00	raffle
\$ 1280.00	golf contest sign-ups (\$10 x 128 players)
<hr/>	
\$ 79,980.00	sub-total

VI. Enterprise divisions projected revenue =

\$ 60,000.00	diff. of 25K house cost & 40K mortgage
\$ 12,000.00	salvage operations
\$ 31,200.00	from 10 dining rentals/wk/\$60 ea
\$ 36,000.00	from twelve palapas

VII. Give Greater Austin projected revenue = \$ 13,000.00 from 10 new enrollees/wk/\$25 ea

V., VI. and VII. combined total projected revenue = **\$232,180.00 grand total**

Projected Revenue = \$ 232,180.00

Projected Expenditures = \$ 174,521.00

Balanced Budget = + \$ 57,659.00

1997 Stated Budget for Tri-Angel Unlimited

I. Monthly overhead expenses for occupancy of 1210 Rosewood Ave. -

facility =	\$ 1500.00
utilities =	\$ 500.00
security =	\$ 50.00
garbage =	\$ 50.00
	<u>\$ 2100.00</u> (@ \$ .60/sq. ft bldg. occupancy cost)

II. Monthly overhead expenses for general administrative operations -

phones/modems =	\$ 300.00
volunteer insurance =	\$ 150.00
office supplies =	\$ 125.00
mile. reim. (\$.10/ml) =	\$ 100.00
postage =	\$ 100.00
copy/print =	\$ 100.00
volunteer hospitality =	\$ 50.00
consulting fees =	\$ 100.00
accounting/bookkeeping fees =	\$ 100.00
	<u>\$ 1225.00</u>

III. Monthly overhead expenses for specific program operations - (reference to goal item in parentheses)

(V-G) dining rentals food... cost =	\$ 1200.00
(II-G) computers package lease =	\$ 500.00
(I-C) salary for Co-op assist. 1=	\$ 1735.00
(I-D) salary for Co-op assist. 2=	\$ 1735.00
(V-B) salary for Enterprise assist. 1=	\$ 1735.00
(V-G) salary for Enterprise assist. 2=	\$ 1735.00
(III-D) salary for Exchange assist. =	\$ 1735.00
(XI-D) salary for GGA assist. =	\$ 1735.00
(II-E) salary for Center assist. =	\$ 1735.00
(V) trainee meals =	\$ 450.00
(V) I. E. truck gas/maintenance =	\$ 300.00
(V) Capital Metro van =	\$ 100.00
(V) I. E. truck insurance =	\$ 75.00
	<u>\$14,770.00</u>

I., II. and III. combined total monthly expenses = \$ 18,095.00

x 7 remaining months

\$ 126,665.00 total

IV. Specific program expenditures necessary -

A. "Cool to Collaborate" Co-op campaign =	\$ 500.00	\$ .25 cost for \$1 level gift (2000)
	\$ 1000.00	\$ 1.00 cost for \$5 level gift (1000)
	\$ 5000.00	\$ 2.50 cost for \$10 level gift (2000)
	\$ 3000.00	\$ 6 cost for \$20 level gift (500)
	\$ 962.00	\$ 481 cost for "hole-in-one" support (x 2)
	\$ 8775.00	\$ 351 cost for "eagle" support (x 25)
	\$ 495.00	\$ 33 cost for "birdie" support (x 15)
	\$ 1752.00	\$ 73 cost for "par" support player (x 24)
	\$ 120.00	cost for four give-away "par" player spots
	\$ 500.00	mailing/PR costs

\$ 22,104.00 sub-total

B. ABC, Inc. construction student fees =	\$ 1200.00	for 20 students
C. Resource-efficient house enterprise division =	\$100,000.00	construction of four houses
D. GGA bulk mailing =	\$ 400.00	
E. Boy Scout Charter fee etc. =	\$ 152.00	
F. Palapa construction enterprise division =	\$ 24,000.00	construction of twelve palapas

\$ 147,856.00 total

I., II. & III. total = \$ 126,665.00  
IV. total = \$ 147,856.00

\$ 174,521.00 grand total

**APPENDIX C**  
**BUDGET CALCULATIONS**



## REVENUE

### CALCULATIONS

#### Foundation/ADA Calculation

To determine the funds that we can expect in 1998/99 from the Foundation funds, we used an Excel spreadsheet that was provided by TEA to operators of the original 19 charter schools. To be conservative, we will use the factors for 1997/98, even though we expect the numbers to be higher in 1998/99. We ran the spreadsheet assuming that all of our students came from AISD. We realize that once school is in session that a more accurate funding calculation will need to be done - using the number of students from each particular sending L.E.A. The AISD numbers should give a good, middle-of-the-road estimate for now, though.

#### Title I, Title II, Title IV, Title VI

An estimate was made based on what the original 19 charter schools received.

#### TEA/Federal Grants

In speaking with Brooks Flemister at TEA, we expect to be able to claim our portion of the federal charter school start-up grant to be distributed in Spring/Summer of 1998. Mr. Flemister said that we could expect about \$25,000.

#### Foundation Grants

We will have an active program to find, request and receive grant monies from all types of foundations. While we certainly anticipate this program to be successful and to bring in substantial revenues, we will not include any of these funds in our budget projections for 1998/99, to continue our conservative bias.

#### Corporate and Individual Donations

Same as foundation grants.

**WORKSHEET FOR ESTIMATING CHARTER SCHOOL FUNDING:**

The following can be used for estimating the funding that the charter school will receive for educating students that reside in a particular district. Please be advised that these are estimates - the funding earned by a charter school will ultimately be based on actual attendance data reported by the charter and also by certain other data reported by each resident district at the end of the year.

IF STUDENTS ARE FROM DIFFERENT RESIDENT DISTRICTS, A SEPARATE WORKSHEET MUST BE COMPLETED FOR EACH DIFFERENT RESIDENT DISTRICT. THE TOTAL FUNDING FOR THE CHARTER SCHOOL WILL BE THE SUM OF THE WORKSHEETS COMPLETED FOR ALL DIFFERENT RESIDENT DISTRICTS.

**Data Entry: Enter best estimates**

<b>Number of Half-Time Students Enrolled</b>	0
<b>Number of Full-Time Students Enrolled</b>	80
<b>Equals Number of Students Enrolled</b>	80
<b>Percent Attendance (enter as .95, .97, etc)</b>	0.97
<b>Special Ed. Enrollment:</b>	
Homebound	0
Hospital Class	0
Speech	0
Resource Room	0
SC Mild	0
SC Severe	0
Off-home Campus	0
VAC	0
State School Students	0
Residential Care & Treatment	0
<b>Career &amp; Technology Enrollment:</b>	
One-hour Class	0
Two-hour Class	0
Three-hour Class	0
Four-hour Class	0
Five-hour Class	0
Six-hour Class	0
<b>Mainstream Enrollment</b>	0

**Gifted & Talented Enrollment**  
**Compensatory Ed. Enrollment (best 6-mo avg)**  
**Comp Ed. Pregnant Students**  
**Bilingual Ed. Enrollment**  
**Weighted Adjustment Factor (supplied by TEA)**  
**Estimated Method 1 Revenue Per ADA (supplied by TEA)**  
**Estimated Method 2 Revenue Per WADA (supplied by TEA)**

	0
	0.00
	0
	0
	1.0375
	5,143.00
	3,756.00

**NOTE: EVERYTHING FROM THIS POINT ON IS CALCULATED FOR YOU!**

**Calculated Average Daily Attendance (ADA) =**

77.600
--------

**Calculation of Weighted ADA (WADA):**

<b>Regular Program Participation</b>	77.600
<b>Special Education Participation</b>	0.000
<b>Mainstream Program Participation</b>	0.000
<b>Career &amp; Technology Participation</b>	0.000
<b>Gifted &amp; Talented Participation</b>	0.000
<b>Regular Compensatory Ed Participation</b>	0.000
<b>Pregnancy Services Program Participation</b>	0.000
<b>Bilingual Education Program Participation</b>	0.000
<b>Total Program Participation</b>	77.600
<b>Calculated Total WADA =</b>	80.510

**ESTIMATED CHARTER FUNDING**

<b>Method 1 Funding</b>	399,097
<b>Method 2 Funding</b>	302,396

**Estimated Charter District Funding (larger of Method 1 or 2)**

399,097
---------

**TEA BUDGET  
WORKSHEET**

## Budget Worksheet for Charter Schools

Overview	Object Code	Total
Net Assets at Beginning of Year		<u>75,000</u>
<b>Estimated Revenues:</b>		
Local Sources	<u>0</u>	
State Sources	<u>399,097</u>	
Federal Sources	<u>3,000</u>	
Other Sources	<u>6,000</u>	
<b>Total Estimated Revenues</b>		<u>484,097</u>
<b>Estimated Expenses:</b>		
Payroll Costs	6500 <u>260,500</u>	
Professional and Contracted Services	6200 <u>98,100</u>	
Supplies and Materials	6300 <u>45,440</u>	
Other Operating Costs	6400 <u>61,950</u>	
Debt Expense	6500 <u>13,680</u>	
<b>Total Estimated Expenses</b>		<u>479,670</u>
Gains	7950 <u>4,427</u>	
Losses	8950 <u>-</u>	
<b>Change in Net Assets</b>		<u>+ 4,427</u>
<b>Net Assets at End of Year</b>		<u>794,270</u>

00102

**Charter School Budget Categories  
Expenses**

	<b>Function Code</b>	<b>Object Code</b>	<b>Total</b>
<b>Instruction:</b>	<b>11</b>		
Payroll Costs	6100	<u>131,000</u>	
Professional and Contracted Services	6200	<u>0</u>	
Supplies and Materials	6300	<u>30,000</u>	
Other Operating Costs	6400	<u>1,000</u>	
Debt Expense	6500	<u>0</u>	<u>162,000</u>
<b>Total Instruction</b>			
<b>Instructional Resources and Media Services:</b>	<b>12</b>		
Payroll Costs	6100	<u>0</u>	
Professional and Contracted Services	6200	<u>5,000</u>	
Supplies and Materials	6300	<u>2,000</u>	
Other Operating Costs	6400	<u>0</u>	
Debt Expense	6500	<u>0</u>	
<b>Total Instructional Resources and Media Services</b>			<u>7,000</u>
<b>Curriculum Development and Instructional Staff Development:</b>	<b>13</b>		
Payroll Costs	6100	<u>30,500</u>	
Professional and Contracted Services	6200	<u>27,500</u>	
Supplies and Materials	6300	<u>1,000</u>	
Other Operating Costs	6400	<u>500</u>	
Debt Expense	6500	<u>0</u>	
<b>Total Curriculum Development and Instructional Staff Development</b>			<u>62,000</u>
<b>Instructional Leadership:</b>	<b>21</b>		
Payroll Costs	6100	<u>38,000</u>	
Professional and Contracted Services	6200	<u>0</u>	
Supplies and Materials	6300	<u>1,000</u>	
Other Operating Costs	6400	<u>500</u>	
Debt Expense	6500	<u>0</u>	

00103

**Total Instructional Leadership**

39,500

**School Leadership:**

23

**Payroll Costs**

6100

61,000

**Professional and Contracted  
Services**

6200

0

**Supplies and Materials**

6300

1,000

**Other Operating Costs**

6400

500

**Debt Expense**

6500

0

**Total School Leadership**

62,500



**Charter School Budget Categories (Continued)**

	Function Code	Object Code	Total
<b>Guidance, Counseling and Evaluation Services:</b>	<b>31</b>		
Payroll Costs	6100	<u>0</u>	
Professional and Contracted Services	6200	<u>2500</u>	
Supplies and Materials	6300	<u>500</u>	
Other Operating Costs	6400	<u>500</u>	
Debt Expense	6500	<u>0</u>	
<b>Total Guidance, Counseling and Evaluation Services</b>			<u>6,000</u>
<b>Social Work Services: (Optional)</b>	<b>32</b>		
Payroll Costs	6100	<u>0</u>	
Professional and Contracted Services	6200	<u>0</u>	
Supplies and Materials	6300	<u>0</u>	
Other Operating Costs	6400	<u>0</u>	
Debt Expense	6500	<u>0</u>	
<b>Total Social Work Services</b>			<u>0</u>
<b>Health Services:</b>	<b>33</b>		
Payroll Costs	6100	<u>0</u>	
Professional and Contracted Services	6200	<u>500</u>	
Supplies and Materials	6300	<u>500</u>	
Other Operating Costs	6400	<u>0</u>	
Debt Expense	6500	<u>0</u>	
<b>Total Health Services</b>			<u>1000</u>
<b>Student Transportation: (Optional)</b>	<b>34</b>		
Payroll Costs	6100	<u>0</u>	
Professional and Contracted Services	6200	<u>0</u>	
Supplies and Materials	6300	<u>0</u>	
Other Operating Costs	6400	<u>0</u>	
Debt Expense	6500	<u>0</u>	

(NOTE: TRANSPORTATION EXPENSES AND REVENUES NOT INCLUDED IN THIS BUDGET WORKSHEET. ASSUME IT TO BE A WASH.)

**Total Student Transportation**

See Note

**Food Services: (Optional)**

**35**

**Payroll Costs**

**6100**

0

**Professional and Contracted  
Services**

**6200**

0

**Supplies and Materials**

**6300**

0

**Other Operating Costs**

**6400**

0

**Debt Expense**

**6500**

0

**Total Food Services**

0

**Charter School Budget Categories (Continued)**

	<b>Function Code</b>	<b>Object Code</b>	<b>Total</b>
<b>Co-curricular/Extracurricular Activities: (Optional)</b>	<b>36</b>		
Payroll Costs	6100	<u>0</u>	
Professional and Contracted Services	6200	<u>0</u>	
Supplies and Materials	6300	<u>0</u>	
Other Operating Costs	6400	<u>0</u>	
Debt Expense	6500	<u>0</u>	
<b>Total Co-curricular/Extracurricular Activities</b>			<u>0</u>
<b>General Administration</b>	<b>41</b>		
Payroll Costs	6100	<u>0</u>	
Professional and Contracted Services	6200	<u>37200</u>	
Supplies and Materials	6300	<u>4400</u>	
Other Operating Costs	6400	<u>15250</u>	
Debt Expense	6500	<u>13680</u>	
<b>Total General Administration</b>			<u>71570</u>
<b>Plant Maintenance and Operations:</b>	<b>51</b>		
Payroll Costs	6100	<u>0</u>	
Professional and Contracted Services	6200	<u>21400</u>	
Supplies and Materials	6300	<u>2000</u>	
Other Operating Costs	6400	<u>42700</u>	
Debt Expense	6500	<u>0</u>	
<b>Total Plant Maintenance and Operations</b>			<u>81100</u>
<b>Security and Monitoring Services: (Optional)</b>	<b>52</b>		
Payroll Costs	6100	<u>0</u>	
Professional and Contracted Services	6200	<u>0</u>	
Supplies and Materials	6300	<u>0</u>	
Other Operating Costs	6400	<u>0</u>	

<b>Debt Expense</b>		<b>6500</b>	<u>0</u>	
<b>Total Security and Monitoring Services</b>				<u>0</u>
<b>Data Processing Services:</b>	<b>53</b>			
<b>Payroll Costs</b>		<b>6100</b>	<u>0</u>	
<b>Professional and Contracted Services</b>		<b>6200</b>	<u>0</u>	
<b>Supplies and Materials</b>		<b>6300</b>	<u>0</u>	
<b>Other Operating Costs</b>		<b>6400</b>	<u>0</u>	
<b>Debt Expense</b>		<b>6500</b>	<u>0</u>	
<b>Total Data Processing Services</b>				<u>0</u>

**Charter School Budget Categories (Continued)**

	<b>Function Code</b>	<b>Object Code</b>	<b>Total</b>
<b>Community Services: (Optional)</b>	<b>61</b>		
Payroll Costs		6100 <u>0</u>	
Professional and Contracted Services		6200 <u>1000</u>	
Supplies and Materials		6300 <u>1000</u>	
Other Operating Costs		6400 <u>5000</u>	
Debt Expense		6500 <u>0</u>	
<b>Total Community Services</b>			<u>2500</u>
<b>Fund Raising: (Optional)</b>	<b>81</b>		
Payroll Costs		6100 <u>0</u>	
Professional and Contracted Services		6200 <u>3000</u>	
Supplies and Materials		6300 <u>1000</u>	
Other Operating Costs		6400 <u>500</u>	
Debt Expense		6500 <u>0</u>	
<b>Total Fund Raising</b>			<u>4500</u>
<b>TOTAL EXPENSES (All Functions)</b>			<u>479,670</u>

**MORE DETAILED  
BUDGET WORKSHEET  
FOR BOARD**

00110

		1998-99
<b>REVENUE</b>		
	ADA Revenue from State	399097
	Revenue from TEA Grants	25000
	Revenue from Title I, II, IV, VI	6000
	Revenue from Foundations	0
	Revenue from Donations	0
	Revenue from Loans	60000
	<b>TOTAL REVENUE</b>	<b>484097</b>
<b>EXPENSES</b>		
<b>INSTRUCTION</b>		
(Note: All salary figures include benefits and payroll taxes)		
	Salary for Teachers (4)	127000
	Pay for Substitute Teachers	1000
	Pay for Specialty Teachers	3000
		<b>131000</b>
	Room Setup - Furniture, Supplies, etc.	15000
	Teaching Mat., Books, Library and Workbks	5000
		<b>20000</b>
	Other Operating Expense	1000
		<b>1000</b>
<b>INSTRUCTIONAL. RESOURCES &amp; MEDIA SERV</b>		
	Prof and Contr Services	5000
		<b>5000</b>
	Supplies and Materials	2000
		<b>2000</b>
<b>CURRICULUM DEVELOP. AND INSTRUC. STAFF DEV</b>		
	Salary for Curr. Dev. And Instruc. Staff Dev.	30500
		<b>30500</b>
	Consultant Fee	24000
	Consultant Travel	1500
	Staff Development/Training (Contracted Services)	2000
		<b>27500</b>
	Supplies and Materials	1000
		<b>1000</b>
	Other Oper Costs	500
		<b>500</b>
<b>SCHOOL and INSTRUCTIONAL LEADERSHIP</b>		
	Salary for Superintendent (Half-Time)	38000
	Salary for Secretary/Clerk	23000
		<b>61000</b>
	Supplies and Mat'l's	1000
		<b>1000</b>

	Other Operating Costs	500	
			500
	Salary for Principal (Half-Tme)	38000	
			38000
	Supplies and Matl's	1000	
			1000
	Other Operating Costs	500	
			500
	<b>GUIDANCE, COUSEILNG, AND EVALUATION SERVICES</b>		
	Prof and Contr Services	2500	
			5000
	Supplies and Matls	500	
			500
	Other Operating Costs	500	
			500
	<b>HEALTH SERVICES</b>		
	Prof and Contr Services	500	
			500
	Supplies and Matls	500	
			500
	<b>GENERAL ADMINISTRATION</b>		
	Teacher's Retirement	0	
	Legal Expense	2000	
	Association Dues	200	
	Audit	5000	
	Equipment Rental	0	
	Management Serices	30000	
			7200
	Office Supplies	1000	
			1000
	Telephone	1000	
	Postage	1000	
	Bank Charges	500	
	Media	100	
	Outside signs	500	
	HR (Adver)	150	
	Copies/Faxes, etc	500	
	Mileage Reimbursement	300	
	Business Lunch	400	
	Insurance -GAP Plan	4000	
	Insurance -LEI	600	
	Insurance - Liability	1200	
	Miscellaneous	5000	
			15250
	Loan Repayment	13680	



				13680
		<b>PLANT MAINT. AND OPERATIONS</b>		
		Renovations	15000	
		Landscaping	1000	
		Maintenance	5400	
				21400
		Playground Equipment and Upgrades	2000	
				2000
		Insurance - Property	700	
		Rent of Facility	36000	
		Utilities	6000	
				42700
		<b>COMMUNITY SERVICES</b>		
		Prof and Contr Services	1000	
				1000
		Field Trips	500	
		Celebrations	500	
				1000
		Other Oper Costs	500	
				1000
		<b>CAPITAL OUTLAY -FURNITURE. &amp; EQUIP.</b>		
		Office		
		Computer and Printer	2500	
		Software	1000	
		Chairs	200	
		Desks	200	
		File Cabinets	200	
		Phone System	340	
		Teachers and Students		4440
		Audiovisual Equipment (TV/VCR) & Computers	10000	
				10000
		<b>FUND RAISING</b>		
		Prof and Contr Services	3000	
				3000
		Supplies and Matls	1000	
				1000
		Other Oper Costs	500	
				500
		<b>Total - Yearly Expenses</b>	<b>479,670</b>	
		<b>Net Income</b>	<b>4,427</b>	

**APPENDIX D**  
**LETTERS OF SUPPORT**  
Received from organizations with which we currently work.



AMERICAN OCCUPATIONAL  
THERAPY FOUNDATION

December 11, 1997

Ms. Betty Stroud  
Tri-Angel Unlimited  
1210 Rosewood Ave.  
Austin, Texas 78702

Dear Betty,

Although it has been nearly a month since our visit, we haven't forgotten the ideas we shared as we explored options for garnering some support for your imaginative and very worthwhile program. However, we have been to two big meetings since we saw you, so even correspondence is a little slow these days.

Both of us felt that you had begun a truly innovative program, based on some sound principles of self-help and community networks and of course, occupational therapy. In fact, with our backgrounds in community mental health, you stimulated some fond memories for both of us! Now we need to come up with some strategies for keeping your operation solvent while moving ahead towards some of the bigger ideas you generate so freely.

It seemed to us that there is no lack of vision or creativity at Tri-Angel Unlimited. You have nice mission and goals statements. You need to be able to continue as the "big picture person" while learning to delegate management responsibilities to a small staff. We heard you saying that you have good contacts with the criminology department at the University of Texas, and with the local parole department. You have good relationships with several local community groups, and obviously are respected by them. You have good ideas regarding OT student fieldwork opportunities, and could accept more students than you currently are getting. While your focus has been on providing service, you recognize that a research component would be helpful in obtaining funds for the future. Are we reflecting reality pretty well?

When we asked ourselves how we could be of most help, it seemed that the pulling together of a national advisory committee might be a way to start. We have thought of a number of occupational therapists, community organizers, and sociologists who might help us think through an operational plan that could become the basis for funding proposals in the near future. We recognize that there is real urgency with regard to your available finances. The need for money seems immediate, yet the development of a plan of operations is essential before any funding agency would consider investing in the center.



The strategy we'd like to use is to invite a group of 10-12 persons to attend, at their own expense. The "payoff" for the occupational therapists would be a unique fieldwork experience for their students, and the potential for some research in a community environment. We may need to subsidize the travel of the non-OT contingent, but perhaps we can find a funding source to do this. As of this writing, the next few months seem fairly full of conferences and meetings. However, if we could get these folks to agree to attend, would you be agreeable to holding such a meeting in March?

The purpose of the meeting would be to introduce the group to the potential you have for providing a tremendous community service in a neighborhood obviously in need of what you have to offer, and introduce the idea that to some extent these services could be provided through student fieldwork power. A soundly designed operational plan plus the opportunity for some good fieldwork supervision is a combination OT educators could hardly resist! And, if we can demonstrate the investment by the schools it should be easier to convince outside donors to make comparable contributions to the program.


As a result of the meeting, we should have

- a) outlined a management plan for the center, as well as the budget necessary to support such a plan
- b) outlined a public relations and communication program designed to generate local support for your programs
- c) established some educational goals that schools could buy into when assigning fieldwork students to Tri-Angel Unlimited
- d) established a model of fieldwork supervision that identifies the respective responsibilities of supervisor and supervisee, OT school and Tri-Angel Unlimited
- e) roughly sketched out a plan for program development that would serve as the basis for long-term research, and thereby long-term financial support for research
- f) estimates of the budget required to operationalize the program for the next five years

Let's talk about these ideas sometime in the next couple of weeks. If you think we are on target we'll set up the meeting and begin to feed the participants the necessary information to stimulate their thinking before the meeting itself. We have some ideas about where we can hold the meeting and house the guests, but you be thinking about that as well.

We are very excited about this potential relationship with you and Tri-Angel Unlimited, and about the prospects of providing innovative fieldwork experiences in community mental health. Complex as the plan will be, we look forward to the challenge!

Sincerely,

  
Nedra P. Gillette, MEd, OTR  
Director of Research Resources

00116

As a community partner with East Austin's best interest in mind, I sign this letter in support of Tri-Angel Unlimited's effort to provide an educational option for our community youth. Initially grades 5-8 will be offered, and by year five of the Charter it will be expanded to include through 12<sup>th</sup> grade.

I understand that this proposed charter school, Texas Empowerment Academy, will be headquartered at 1210 Rosewood Ave. in East Austin, the present site of Tri-Angel Unlimited's Community Empowerment Center. I understand that TAU's intent is to collaborate with other appropriate community sites for content specific use of facilities and/or staff to enhance educational offerings i.e. sites/staff for drama, music, sports, vocational development, etc.

I welcome further discussion with Tri-Angel Unlimited regarding ways in which there may be collaborative roles to play in providing an innovative alternative approach to fostering educated, creative, and responsible youth prepared to be the makers and keepers of our future.

In support,

Name

*Paul Montgomery*

Title

*CEO Hero's*

Organization

*Patricia's/Marion's Children's Fund, INC.  
And Hero's (Club)*

As a community partner with East Austin's best interest in mind, I sign this letter in support of Tri-Angel Unlimited's effort to provide an educational option for our community youth. Initially grades 5-8 will be offered, and by year five of the Charter it will be expanded to include through 12<sup>th</sup> grade.

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I welcome further discussion with Tri-Angel Unlimited regarding ways in which there may be collaborative roles to play in providing an innovative alternative approach to fostering educated, creative, and responsible youth prepared to be the makers and keepers of our future.

In support,

Name Toni L. Williams

Title E.A.

Organization Austin Learning Academy

As a community partner with East Austin's best interest in mind, I sign this letter in support of Tri-Angel Unlimited's effort to provide an educational option for our community youth. Initially grades 5-8 will be offered, and by year five of the Charter it will be expanded to include through 12<sup>th</sup> grade.

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I welcome further discussion with Tri-Angel Unlimited regarding ways in which there may be collaborative roles to play in providing an innovative alternative approach to fostering educated, creative, and responsible youth prepared to be the makers and keepers of our future.

In support,

Name Sue Beckwith

Title Executive Director

Organization Austin Free-Net

As a community partner with East Austin's best interest in mind, I sign this letter in support of Tri-Angel Unlimited's effort to provide an educational option for our community youth. Initially grades 5-8 will be offered, and by year five of the Charter it will be expanded to include through 12<sup>th</sup> grade.

I understand that this proposed charter school, Texas Empowerment Academy, will be headquartered at 1210 Rosewood Ave. in East Austin, the present site of Tri-Angel Unlimited's Community Empowerment Center. I understand that TAU's intent is to collaborate with other appropriate community sites for content specific use of facilities and/or staff to enhance educational offerings i.e. sites/staff for drama, music, sports, vocational development, etc.

I welcome further discussion with Tri-Angel Unlimited regarding ways in which there may be collaborative roles to play in providing an innovative alternative approach to fostering educated, creative, and responsible youth prepared to be the makers and keepers of our future.

In support,

Name Sandy Kilder

Title President 1997-1998

Organization Rotary Club of East Austin  
January 15, 1998



As a community partner with East Austin's best interest in mind, I sign this letter in support of Tri-Angel Unlimited's effort to provide an educational option for our community youth. Initially grades 5-8 will be offered, and by year five of the Charter it will be expanded to include through 12<sup>th</sup> grade.

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I welcome further discussion with Tri-Angel Unlimited regarding ways in which there may be collaborative roles to play in providing an innovative alternative approach to fostering educated, creative, and responsible youth prepared to be the makers and keepers of our future.

In support,

Name Rudolph Adams

Title Victor Grill

Organization OWNER

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In support,

Name Yonnie C. Brown

Title Founder/Director  
(More Communities In Action)

Organization M.C.I.A.

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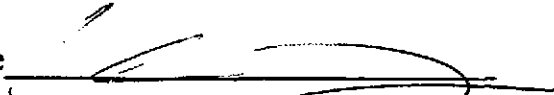
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In support,

Name

Title

  
KATHLEEN FITZGERALD

EXECUTIVE DIRECTOR

Organization SUSTAINABLE FOOD CENTER

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In support,

Name Cyler Johnson

Title Prod Director

Organization AA Welwith Job  
Training + Employment Ctr.

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In support,

Name Jeanine Jennings  
Title Director  
Organization THE OLD School

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In support,

Name Albert Priestley

Title Site Supervisor

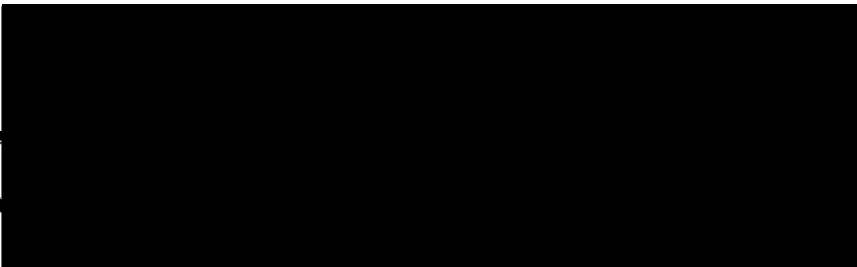
Organization Austin Parks & Recreation Dept.

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In support,

A large black rectangular redaction box covers the signature area. To the left of the box, there is a small, faint handwritten mark that appears to be a stylized 'C' or a similar symbol.



**GODFREY WILLIAMS SR.**  
Austin Resource Center for the Homeless  
Site Manager

411 W. 2nd St.  
Austin, Texas 78701

(512) 476-4357  
Fax (512) 472-1620

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In support,

Name Godfrey Williams

Title Site Manager

Organization ATC/MHMR Austin Resource Center for the Homeless (ARCH)



### NOTICE OF INTENT TO APPLY

The undersigned school district hereby files a notice of intent to apply for  
**Public Charter Schools**

SAS # 408

Name of Organization Texas Empowerment Academy

Name of Contact Person: Jillian Coleman

Mailing Address 1210 Rosewood Ave.  
Austin, Tx 78702

Phone Number (512) 494-0760

Fax Number (512) 494-0199

- 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 Public Charter Schools
- 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 Friday, December 18, 1998 TO:**

Document Control Center  
 Texas Education Agency  
 1701 North Congress, Room 6-108  
 Austin, Texas 78701-1494  
 FAX (512) 463-9811

SAS-408R99

**RECEIVED**  
 DEC 10 1998  
 CHARTER SCHOOLS

Texas Education Agency Review  
Of  
Applications for Approval of Open-Enrollment Charter Schools

Name of Proposed Charter School:

TEXAS Empowerment Academy

Checklist of requirements:

- Four copies of application      No Four original signatures on Assurances  
 Evidence of parental/community support  
 Evidence of facility agreement       IRS application

Programmatic Review:

Addressed TEKS & TAAS  
School-to-Work / Career Program *OK*  
Experience-Based Learning  
Problem/Project-Based Learning

Reviewer/date

In Appendix B

Legal Review:

- ① Board officers not ~~are~~ identified  
② IRS 501(c)(3) ~~and state~~ determination not provided  
③ Tax return not provided  
④ Evidence of ownership of facility needed  
⑤ Original signature on CM ~~2-9-98~~  
assurances ~~is~~ needed

Reviewer/date

Financial Review:

Applicant should anticipate that costs associated with Junction 31 will more more than what was allocated.

NTR 2/5/98

Reviewer/date

use for  
input in

Esther ?

TEA Charter School Site Review Report  
Division of Charter Schools  
Texas Education Agency

Name of Charter School Texas Empowerment Date/Time of Visit 5/4/99, 1:30pm

Physical Address of School 1210 Rosewood How many sites does the school serve? 4

Personnel Conducting Visit Esther Murguia Austin, TX grades 5-12  
non-union, secretary

Charter School Officials Present: (see list)

What was the school's ADA at last 6 wks? 134 Enrollment on day of visit? 17

Does the school participate in Nat. Sch. Lunch Program? yes School Breakfast Program? yes

Did the school serve breakfast today? yes If yes, # 4 Lunch? yes If yes, # 30

Are the following records available for review?

Home Language Surveys	<u>no</u>
Current IEPs	<u>✓</u>
Applications for Free/Reduced Meals?	<u>✓</u>
Immunization Records	<u>✓</u>
Budget	_____
Financial Accounting System	_____
Attendance Accounting System	_____
Board Meeting Agendas	_____
Board Policy Manual	_____
Certificate of Occupancy	<u>✓</u>

Does the school building show evidence of..

Fire Extinguishers	<u>✓</u>
Fire Exits Routes Posted?	<u>✓</u>
Ramps/Elevator/Accessibility?	<u>working on making building accessible</u>
Asbestos Management Plan	_____
New, or ongoing construction/renov.	<u>✓</u>
Textbooks	<u>✓</u>

Evidence of School Successes/Concerns Shared with School Administration/Agency:

5-6th grade:

15 students at Rosewood site. Full-time teacher  
observed students working on activities. Good  
participation. Parent (engineer) volunteered  
to lead hands-on activity. Students have  
nic garden on-site.

- 7-8 grade gone through 7 teachers.

(Signature of CS Div Staff/date)

Action Plan Required Within 14 Days: YES \_\_\_\_\_ NO \_\_\_\_\_  
Date delivered/mailed to charter school governing Board: \_\_\_\_\_

According to spec. ed. teacher no student code of  
conduct large turn over of teachers in 7th & 8th  
grades due to students with behavioral problems.  
Parental involvement is good. Parents  
volunteer to teach in the classroom.

Texas Education Agency Review  
Of  
Applications for Approval of Open-Enrollment Charter Schools

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School-to-Work / Career Program

Experience-Based Learning

Problem/Project-Based Learning

Reviewer/date

Legal Review:

In Appendix B

- 3
- 5
- 7
- 9

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CM 2-9-98

Reviewer/date

Financial Review:

Applicant should anticipate that

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NTR 2/5/98

Reviewer/date

INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
1100 COMMERCE STREET  
DALLAS, TX 75242-0000

DEPARTMENT OF THE TREASURY

Date: OCT 02 1996

T.A. UNLIMITED, INC.  
C/O TRI-ANGEL UNLIMITED  
1210 ROSEWOOD AV  
AUSTIN, TX 78702

Employer Identification Number:

74-2782958

Case Number:

756173049

Contact Person:

ANNETTE SMITH

Contact Telephone Number:

(214) 767-6023

Accounting Period Ending:

December

Foundation Status Classification:

509(a)(2)

Advance Ruling Period Begins:

March 23, 1996

Advance Ruling Period Ends:

December 31, 2000

Addendum Applies:

No

Dear Applicant:

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

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in section 509(a)(2).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

Letter 1045 (DO/CG)

00134

T.A. UNLIMITED, INC.

will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

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

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

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

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

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If you are required to file a return you must file it by the 15th day of the fifth month after the end of your annual accounting period. We charge a penalty of \$10 a day when a return is filed late, unless there is reasonable

T.A. UNLIMITED, INC.

cause for the delay. However, the maximum penalty we charge cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. We may also charge this penalty if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

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

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

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

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

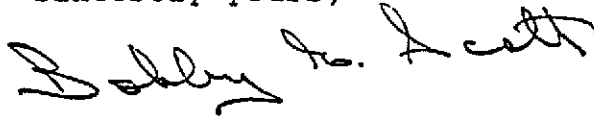
Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.



T.A. UNLIMITED, INC.

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

Sincerely yours,

A handwritten signature in cursive script that reads "Bobby E. Scott". The signature is written in dark ink and is positioned to the right of the typed name.

Bobby E. Scott  
District Director

Enclosure(s):  
Form 872-C

00137

Letter 1045 (DO/CG)

ASSESSMENT OF TAX UNDER SECTION 1375 OF THE  
Internal Revenue Code

(Rev. July 1993)

Department of the Treasury  
Internal Revenue Service

(See instructions on reverse side.)

To be used with  
Form 1023. Submit  
in duplicate.

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

T. A. UNLIMITED INC

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

1210 ROSEWOOD AVE, AUSTIN, TX 78702

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

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

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

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

Ending date of first tax year Dec 31, 1996  
(Month, day, and year)

Name of organization (as shown in organizing document) <u>T. A. UNLIMITED INC</u>	Date <u>June 3, '96</u>
Officer or trustee having authority to sign Signature ▶ <u>Beth C. Stroud</u>	Title ▶ <u>ex. dir.</u>
For IRS use only	
District Director or Assistant Commissioner (Employee Plans and Exempt Organizations) <u>Bobby E. Scott</u>	Date <u>9-25-96</u>
By ▶ <u>Jason Kall</u> Jason Kall EO Group Manager	

**Application for Recognition of Exemption**  
**Under Section 501(c)(3) of the Internal Revenue Code**

OMB No. 1545-0056  
 Expires 5-31-96

If exempt status is approved, this application will be open for public inspection.

Read the instructions for each Part carefully.

**A User Fee must be attached to this application.**

If the required information and appropriate documents are not submitted along with Form 8718 (with payment of the appropriate user fee), the application may be returned to you.

**Complete the Procedural Checklist on page 7 of the instructions.**

**Part I Identification of Applicant**

<b>1a</b> Full name of organization (as shown in organizing document) <u>T.A. UNLIMITED INC</u>		<b>2</b> Employer identification number (If none, see instructions.) <u>74 : 2782958</u>
<b>1b</b> c/o Name (if applicable) <u>TRI-ANGEL UNLIMITED</u>		<b>3</b> Name and telephone number of person to be contacted if additional information is needed <u>MELISSA TOLLIVER</u> <u>(512) 756-2982</u>
<b>1c</b> Address (number, street, and room or suite no.) <u>1210 ROSEWOOD AVE</u>		
<b>1d</b> City or town, state, and ZIP code <u>AUSTIN, TX 78702</u>		<b>4</b> Month the annual accounting period ends <u>DEC</u>
<b>5</b> Date incorporated or formed <u>MARCH 28, 96</u>	<b>6</b> Activity codes (See instructions.) <u>402 1404 1603</u>	<b>7</b> Check here if applying under section: a <input type="checkbox"/> 501(e)    b <input type="checkbox"/> 501(f)    c <input type="checkbox"/> 501(k)
<b>8</b> Did the organization previously apply for recognition of exemption under this Code section or under any other section of the Code? If "Yes," attach an explanation. <span style="float:right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>		
<b>9</b> Is the organization required to file Form 990 (or Form 990-EZ)? If "No," attach an explanation (see instructions). <span style="float:right;"><input type="checkbox"/> N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>		
<b>10</b> Has the organization filed Federal income tax returns or exempt organization information returns? If "Yes," state the form numbers, years filed, and Internal Revenue office where filed. <span style="float:right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>		

**11** Check the box for the type of organization. BE SURE TO ATTACH A CONFORMED COPY OF THE CORRESPONDING DOCUMENTS TO THE APPLICATION BEFORE MAILING (See Specific Instructions, Part I, Line 11.) Get Pub. 557, Tax-Exempt Status for Your Organization, for examples of organizational documents.)

- a  **Corporation**—Attach a copy of the Articles of Incorporation (including amendments and restatements) showing approval by the appropriate state official; also include a copy of the bylaws.
- b  **Trust**—Attach a copy of the Trust Indenture or Agreement, including all appropriate signatures and dates.
- c  **Association**—Attach a copy of the Articles of Association, Constitution, or other creating document, with a declaration (see instructions) or other evidence the organization was formed by adoption of the document by more than one person; also include a copy of the bylaws.

If the organization is a corporation or an unincorporated association that has not yet adopted bylaws, check here

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please Sign Here Beth C. Strong Executive Director 6-6-96  
(Signature) (Title or authority of signer) (Date)

**Part II** Activities and Operational Information

- 1 Provide a detailed narrative description of all the activities of the organization—past, present, and planned. Do not merely refer to or repeat the language in the organizational document. Describe each activity separately in the order of importance. Each description should include, as a minimum, the following: (a) a detailed description of the activity including its purpose; (b) when the activity was or will be initiated; and (c) where and by whom the activity will be conducted.

SEE "ATTACHMENTS FOR PART II # 1"

1. A DETAILED DESCRIPTION OF THE PURPOSES AND ACTIVITIES OF THIS ORGANIZATION.
2. WHEN, WHERE AND BY WHOM ACTIVITY WILL BE INITIATED: "1996 STATED GOALS FOR TRI-ANGEL UNLIMITED"

- 2 What are or will be the organization's sources of financial support? List in order of size.

SEE "ATTACHMENTS FOR # 2 # 3 + # 4 PART II"

1. ORGANIZATION'S SOURCES OF SUPPORT + DESCRIPTION OF FUNDRAISING PROGRAM "

- 3 Describe the organization's fundraising program, both actual and planned, and explain to what extent it has been put into effect. Include details of fundraising activities such as selective mailings, formation of fundraising committees, use of volunteers or professional fundraisers, etc. Attach representative copies of solicitations for financial support.

SEE "ATTACHMENTS FOR # 2, # 3 + # 4 PART II"

1. thru 9.

**Part II** Activities and Operational Information (Continued)

**4** Give the following information about the organization's governing body:

**a** Names, addresses, and titles of officers, directors, trustees, etc.

**b** Annual compensation

SEE ATTACHMENTS FOR #2 #3 + #4  
- 10) "INTERIM BOARD OF DIRECTORS"

Ø

**c** Do any of the above persons serve as members of the governing body by reason of being public officials or being appointed by public officials? . . . . .

Yes  No

If "Yes," name those persons and explain the basis of their selection or appointment.

**d** Are any members of the organization's governing body "disqualified persons" with respect to the organization (other than by reason of being a member of the governing body) or do any of the members have either a business or family relationship with "disqualified persons"? (See Specific Instructions, Part II, Line 4d.) . . . . .

Yes  No

If "Yes," explain.

**5** Does the organization control or is it controlled by any other organization? . . . . .

Yes  No

Is the organization the outgrowth of (or successor to) another organization, or does it have a special relationship with another organization by reason of interlocking directorates or other factors? . . . . .

Yes  No

If either of these questions is answered "Yes," explain.

**6** Does or will the organization directly or indirectly engage in any of the following transactions with any political organization or other exempt organization (other than a 501(c)(3) organization): (a) grants; (b) purchases or sales of assets; (c) rental of facilities or equipment; (d) loans or loan guarantees; (e) reimbursement arrangements; (f) performance of services, membership, or fundraising solicitations; or (g) sharing of facilities, equipment, mailing lists or other assets, or paid employees? . . . . .

Yes  No

If "Yes," explain fully and identify the other organizations involved.

**7** Is the organization financially accountable to any other organization? . . . . .

Yes  No

If "Yes," explain and identify the other organization. Include details concerning accountability or attach copies of reports if any have been submitted.

**Part II** Activities and Operational Information (Continued)

8 What assets does the organization have that are used in the performance of its exempt function? (Do not include property producing investment income.) If any assets are not fully operational, explain their status, what additional steps remain to be completed, and when such final steps will be taken. If "None," indicate "N/A."

*N/A*

9 Will the organization be the beneficiary of tax-exempt bond financing within the next 2 years?  Yes  No

10a Will any of the organization's facilities or operations be managed by another organization or individual under a contractual agreement?  Yes  No

b Is the organization a party to any leases?  Yes  No

If either of these questions is answered "Yes," attach a copy of the contracts and explain the relationship between the applicant and the other parties.

11 Is the organization a membership organization?  Yes  No

If "Yes," complete the following:

a Describe the organization's membership requirements, and attach a schedule of membership fees and dues.

b Describe the organization's present and proposed efforts to attract members, and attach a copy of any descriptive literature or promotional material used for this purpose.

c What benefits do (or will) the members receive in exchange for their payment of dues?

12a If the organization provides benefits, services, or products, are the recipients required, or will they be required, to pay for them?  N/A  Yes  No

If "Yes," explain how the charges are determined, and attach a copy of the current fee schedule.

*See descriptions - see attachments for projected budget*

b Does or will the organization limit its benefits, services, or products to specific individuals or classes of individuals?  N/A  Yes  No

If "Yes," explain how the recipients or beneficiaries are or will be selected.

13 Does or will the organization attempt to influence legislation?  Yes  No

If "Yes," explain. Also, give an estimate of the percentage of the organization's time and funds that it devotes or plans to devote to this activity.

14 Does or will the organization intervene in any way in political campaigns, including the publication or distribution of statements?  Yes  No

If "Yes," explain fully.

**Part III** Technical Requirements

1 Are you filing Form 1023 within 15 months from the end of the month in which your organization was created or formed?  Yes  No  
If you answer "Yes," do not answer questions on lines 2 through 7.

2 If one of the exceptions to the 15-month filing requirement shown below applies, check the appropriate box and proceed to question 8.

**Exceptions**—You are not required to file an exemption application within 15 months if the organization:

- a Is a church, interchurch organization of local units of a church, a convention or association of churches, or an integrated auxiliary of a church (see instructions);
- b Is not a private foundation and normally has gross receipts of not more than \$5,000 in each tax year; or
- c Is a subordinate organization covered by a group exemption letter, but only if the parent or supervisory organization timely submitted a notice covering the subordinate.

3 If the organization does not meet any of the exceptions on line 2, are you filing Form 1023 within 27 months from the end of the month in which the organization was created or formed?  Yes  No

If "Yes," your organization qualifies under section 4.01 of Rev. Proc. 92-85, 1992-42 I.R.B. 32, for an automatic 12-month extension of the 15-month filing requirement. Do not answer questions 4 through 7.

If "No," answer question 4.

4 If you answer "No" to question 3, has the organization been contacted by the IRS regarding its failure to file Form 1023 within 27 months from the end of the month in which the organization was created or formed?  Yes  No

If "No," your organization qualifies for an extension of time to apply under the "reasonable action and good faith" requirements of section 5.01 of Rev. Proc. 92-85. Do not answer questions 5 through 7.

If "Yes," answer question 5.

5 If you answer "Yes" to question 4, does the organization wish to request relief from the 15-month filing requirement?  Yes  No

If "Yes," give the reasons for not filing this application prior to being contacted by the IRS. See Specific Instructions, Part III, Line 5, before completing this item. Do not answer questions 6 and 7.

If "No," answer question 6.

6 If you answer "No" to question 5, your organization's qualification as a section 501(c)(3) organization can be recognized only from the date this application is filed with your key District Director. Therefore, do you want us to consider the application as a request for recognition of exemption as a section 501(c)(3) organization from the date the application is received and not retroactively to the date the organization was created or formed?  Yes  No

7 If you answer "Yes" to the question on line 6 above and wish to request recognition of section 501(c)(4) status for the period beginning with the date the organization was formed and ending with the date the Form 1023 application was received (the effective date of the organization's section 501(c)(3) status), check here  and attach a completed page 1 of Form 1024 to this application.

**Part III** Technical Requirements (Continued)

8 Is the organization a private foundation?

- Yes (Answer question on line 9.)  
 No (Answer question on line 10 and proceed as instructed.)

9 If you answer "Yes" to the question on line 8, does the organization claim to be a private operating foundation?

- Yes (Complete Schedule E)  
 No

After answering the question on this line, go to Part IV.

10 If you answer "No" to the question on line 8, indicate the public charity classification the organization is requesting by checking the box below that most appropriately applies:

**THE ORGANIZATION IS NOT A PRIVATE FOUNDATION BECAUSE IT QUALIFIES:**

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

If you checked one of the boxes a through f in question 10, go to question  
 15. If you checked box g in question 10, go to questions 12 and 13.  
 If you checked box h, i, or j, go to question 11.

00144



**Part III** Technical Requirements (Continued)

11 If you checked box h, i, or j on line 10, has the organization completed a tax year of at least 8 months?  
 Yes—Indicate whether you are requesting:  
 A definitive ruling (Answer questions on lines 12 through 15.)  
 An advance ruling (Answer questions on lines 12 and 15 and attach two Forms 872-C completed and signed.)  
 No—You must request an advance ruling by completing and signing two Forms 872-C and attaching them to the application.

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

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

- a Enter 2% of line 8, column (e) of Part IV-A \_\_\_\_\_
- b Attach a list showing the name and amount contributed by each person (other than a governmental unit or "publicly supported" organization) whose total gifts, grants, contributions, etc., were more than the amount entered on line 13a above.

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

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

15 Indicate if your organization is one of the following. If so, complete the required schedule. (Submit only those schedules that apply to your organization. Do not submit blank schedules.)	Yes	No	If "Yes," complete Schedule:
Is the organization a church? . . . . .		✓	A
Is the organization, or any part of it, a school? . . . . .		✓	B
Is the organization, or any part of it, a hospital or medical research organization? . . . . .		✓	C
Is the organization a section 509(a)(3) supporting organization? . . . . .		✓	D
Is the organization a private operating foundation? . . . . .		✓	E
Is the organization, or any part of it, a home for the aged or handicapped? . . . . .		✓	F
Is the organization, or any part of it, a child care organization? . . . . .		✓	G
Does the organization provide or administer any scholarship benefits, student aid, etc.? . . . .		✓	H
Has the organization taken over, or will it take over, the facilities of a "for profit" institution? . . .		✓	I

**Part IV** Financial Data

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

**A. Statement of Revenue and Expenses**

	Current tax year	<del>3 prior tax years</del> proposed budget for 2 years		(e) TOTAL
	(a) From <sup>11/1/28</sup> to <sup>12/31/96</sup>	(b) 19 <sup>97</sup>	(c) 19 <sup>98</sup>	
<b>Revenue</b>				
1 Gifts, grants, and contributions received (not including unusual grants—see instructions).	56,430.00	214,980.00	251,080.00	
2 Membership fees received	Ø	Ø	Ø	
3 Gross investment income (see instructions for definition)	Ø	Ø	Ø	
4 Net income from organization's unrelated business activities not included on line 3	Ø	Ø	Ø	
5 Tax revenues levied for and either paid to or spent on behalf of the organization	Ø	Ø	Ø	
6 Value of services or facilities furnished by a governmental unit to the organization without charge (not including the value of services or facilities generally furnished the public without charge)	Ø	Ø	Ø	
7 Other income (not including gain or loss from sale of capital assets) (attach schedule)	Ø	Ø	Ø	
8 Total (add lines 1 through 7)	56,430.00	214,980.00	251,080.00	
9 Gross receipts from admissions, sales of merchandise or services, or furnishing of facilities in any activity that is not an unrelated business within the meaning of section 513	36,850.00	152,200.00	304,400.00	
10 Total (add lines 8 and 9)	93,280.00	367,180.00	555,480.00	
11 Gain or loss from sale of capital assets (attach schedule)	Ø	Ø	Ø	
12 Unusual grants	Ø	Ø	Ø	
13 Total revenue (add lines 10 through 12)	93,280.00	367,180.00	555,480.00	
<b>Expenses</b>				
14 Fundraising expenses	15,465.00	22,107.00	32,486.00	
15 Contributions, gifts, grants, and similar amounts paid (attach schedule)	Ø	Ø	Ø	
16 Disbursements to or for benefit of members (attach schedule)	Ø	Ø	Ø	
17 Compensation of officers, directors, and trustees (attach schedule)	Ø	Ø	Ø	
18 Other salaries and wages <sup>SALARY</sup>	14,700.00	145,740.00	187,380.00	
19 Interest	Ø	Ø	Ø	
20 Occupancy (rent, utilities, etc.)	14,700.00	35,200.00	25,200.00	
21 Depreciation and depletion	Ø	Ø	Ø	
22 Other (attach schedule)	47,342.00	171,952.00	309,052.00	
23 Total expenses (add lines 14 through 22)	92,207.00	364,996.00	554,118.00	
24 Excess of revenue over expenses (line 13 minus line 23)	1,073.00	2,184.00	1,362.00	

**Part IV** Financial Data (Continued)

**B. Balance Sheet (at the end of the period shown)**

Current tax year  
Date 9/96

Assets		
1	Cash . . . . .	1073.00
2	Accounts receivable, net . . . . .	Ø
3	Inventories . . . . .	Ø
4	Bonds and notes receivable (attach schedule) . . . . .	Ø
5	Corporate stocks (attach schedule) . . . . .	Ø
6	Mortgage loans (attach schedule) . . . . .	Ø
7	Other investments (attach schedule) . . . . .	Ø
8	Depreciable and depletable assets (attach schedule) . . . . .	Ø
9	Land . . . . .	Ø
10	Other assets (attach schedule) . . . . .	Ø
11	<b>Total assets (add lines 1 through 10)</b> . . . . .	1073.00
Liabilities		
12	Accounts payable . . . . .	Ø
13	Contributions, gifts, grants, etc., payable . . . . .	Ø
14	Mortgages and notes payable (attach schedule) . . . . .	Ø
15	Other liabilities (attach schedule) . . . . .	Ø
16	<b>Total liabilities (add lines 12 through 15)</b> . . . . .	Ø
Fund Balances or Net Assets		
17	<b>Total fund balances or net assets</b> . . . . .	1073.00
18	<b>Total liabilities and fund balances or net assets (add line 16 and line 17)</b> . . . . .	1073.00

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

**Sub-Lease Agreement (Commercial)**

1. **Parties:** This sub-lease agreement is between Texas Empowerment Academy (Sub-Tenant) and T.A. Unlimited Inc. (Tenant/Landlord) whose address and phone number are shown at the end of this lease.
2. **Leased Premises:** Landlord hereby leases to Sub-Tenant, and Sub-Tenant hereby leases from Landlord, that certain property with the improvements thereon, hereafter called the "leased premises" located at (mailing address) 1210 Rosewood Ave., Austin, Tx 78702, Travis County, Texas, for use as Texas Empowerment Academy deems fit and necessary for pursuit of its mission and objectives, and is within zoning accordances.
3. **Lease Term:** The term of this lease shall commence on the 7th day of March, 1998, and end the 31st day of May, 2003. This lease shall be automatically renewed on a year-to-year basis thereafter unless written notice of termination is given by either party at least 30 days before the end of the above lease term or any renewal or extension period, or unless another lease is signed by both parties. When renewed year-to-year, and until another lease agreement for a specific period is signed by both parties, either party may terminate with a 30-day written notice.
4. **Move-out Notice:** At least 30 days written notice of intent to vacate must be given to Landlord or Landlord's Representative prior to move-out at the end of the above lease term or renewal or extension period. Verbal notice is insufficient under any circumstances.
5. **Rent:** Sub-Tenant agrees to and shall pay Landlord at 1210 Rosewood Ave., Austin, Tx 78702, County of Travis, Tx, as rent for the leased premises, the total sum of \$30,000.00, payable in advance and without demand in equal monthly payments of \$2,500.00 on or before the 5<sup>th</sup> day of each month, commencing April 1<sup>st</sup>, 1998
6. **Utilities:** Sub-Tenant shall pay for electricity, gas, water, wastewater, garbage, security system fees, and cable T.V. for the leased premises.
7. **Rules and Regulations:** Sub-Tenant shall be liable to Landlord for damages caused by Sub-Tenant, Sub-Tenant's guests, or occupants. The leased premises which are reserved for Sub-Tenant's use shall be kept clean and sanitary by Sub-Tenant.
8. **Condition of Leased Premises:** Sub-Tenant has thoroughly inspected and accepts the leased premises as is except for conditions materially affecting the health or safety of ordinary persons, and the Landlord has made no implied warranties as to the condition of the leased premises. Sub-Tenant may make alterations, changes and improvements on the leased premises, and may construct buildings or other improvements on the leased premises upon written consent of Landlord. Any such alterations, changes and improvements consented to other than moveable property, shall, unless provided by written agreement between Landlord and Sub-Tenant, be the property of Landlord and remain on the leased premises at the expiration or sooner termination of this lease.
9. **Liability:** Landlord will not be liable to Sub-Tenant or Sub-Tenant's guests or occupants for any damages or losses to person or property caused by other persons, including theft, burglary, assault, vandalism, or other crimes. Landlord will not be liable to Sub-Tenant or Sub-Tenant's guests or occupants for personal injury or for damage to or loss of their personal property from fire, flood, water leak, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities, or other occurrences unless such injury, loss, or damage is caused by negligence of Landlord. Landlord strongly recommends that Sub-Tenant secure his own insurance to protect against all of the above occurrences. It is the Sub-Tenant's responsibility to check the smoke detectors periodically for proper operation and pay for and replace smoke detector batteries as required. Landlord will have no duty to furnish additional locks, latches, or smoke detectors, except as required by statute.
11. **Assignment and Subletting:** Sub-Tenant may not assign this lease or sublet the leased premises or any interests therein without obtaining the written consent of Landlord.
11. **Contractual Lien:** All personal property on the leased premises (except property exempt by statute) is hereby subjected to a contractual Landlord lien to secure payment of delinquent rent and all other sums due and unpaid under this lease. In order to exercise contractual lien rights, Landlord or Landlord's representative may peacefully enter the leased premises (and any storage facilities) and remove and store all property therein, except property exempt by statute; provided, however, Sub-Tenant must be present or written notice of entry must be left afterward.

This is a binding legal document - Read carefully before signing

Sub-Tenant(s)  
Texas Empowerment Academy  
Bethi C. Stroud - officer  
March 2, 1998

Landlord or Landlord's Representative  
T.A. Unlimited Inc. / Bethi C. Stroud  
1210 Rosewood Ave, Austin, Tx 78727 512/494-0760  
March 2, 1998  
CEO

Lease Agreement (Commercial)

1. **Parties:** This lease agreement is between T. A. Unlimited Inc. (tenant) and Carsey Cooperative Properties (landlord) whose address and phone number are shown at the end of this lease.
2. **Leased Premises:** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain property with the improvements thereon, hereafter called the "leased premises" located at (mailing address) 1210 Rosewood Ave., Austin, Tx 78702, Travis County, Texas, for use as T. A. Unlimited Inc. deems fit and necessary for pursuit of its mission and objectives, and is within zoning accordances.
3. **Lease Term:** The term of this lease shall commence on the 1<sup>st</sup> day of April, 1996, and end the 31<sup>st</sup> day of March, 1997. This lease shall be automatically renewed on a year-to-year basis unless written notice of termination is given by either party at least 30 days before the end of the above lease term or any renewal or extension period, or unless another lease is signed by both parties. When renewed on a year-to-year basis, and until another lease agreement for a specific period is signed by both parties, either party may terminate the lease with a 30-day written notice.
4. **Move-out Notice:** At least 30 days written notice of intent to vacate must be given to Landlord or Landlord's Representative prior to move-out at the end of the above lease term or renewal or extension period. Verbal notice is insufficient under any circumstances.
5. **Rent:** Tenant agrees to and shall pay Landlord at 12307 Bedrock Tr., Austin, Tx 78727, County of Travis, Tx, as rent for the leased premises, the total sum of \$13,781.88, payable in advance and without demand in equal monthly payments of \$1,148.49 on or before the 5<sup>th</sup> day of each month, commencing April 1<sup>st</sup>, 1996. Additionally, Tenant agrees to pay within thirty days of receipt of notice, the total balance due on any yearly property taxes and property insurance assigned to leased premises.
6. **Utilities:** Tenant shall pay for electricity, gas, water, wastewater, garbage, security system fees, and cable T.V. for the leased premises.
7. **Rules and Regulations:** Tenant shall be liable to Landlord for damages caused by Tenant, Tenant's guests, or occupants. The leased premises which are reserved for Tenant's use shall be kept clean and sanitary by Tenant. Garbage shall be disposed of only in appropriate receptacles.
8. **Condition of Leased Premises:** Tenant has thoroughly inspected and accepts the leased premises as is except for conditions materially effecting the health or safety of ordinary persons, and the Landlord has made no implied warranties as to the condition of the leased premises. Tenant may make alterations, changes and improvements on the leased premises, and may construct buildings or other improvements on the leased premises upon written consent of Landlord. Any such alterations, changes and improvements consented to other than moveable property, shall, unless provided by written agreement between Landlord and Tenant, be the property of Landlord and remain on the leased premises at the expiration or sooner termination of this lease.
9. **Liability:** Landlord will not be liable to Tenant or Tenant's guests or occupants for any damages or losses to person or property caused by other persons, including theft, burglary, assault, vandalism, or other crimes. Landlord will not be liable to Tenant or Tenant's guests or occupants for personal injury or for damage to or loss of their personal property from fire, flood, water leak, rain, hail, ice, snow, smoke, lightening, wind, explosion, interruption of utilities, or other occurrences unless such injury, loss, or damage is caused by negligence of Landlord. Landlord strongly recommends that Tenant secure his own insurance to protect against all of the above occurrences. It is the Tenant's responsibility to check the smoke detectors periodically for proper operation and pay for and replace smoke detector batteries as required. Landlord will have no duty to furnish additional locks, latches, or smoke detectors, except as required by statute.
10. **Assignment and Subletting:** Tenant may assign this lease or sublet the leased premises or any interests therein upon obtaining the written consent of Landlord.
11. **Contractual Lien:** All personal property on the leased premises (except property exempt by statute) is hereby subjected to a contractual Landlord lien to secure payment of delinquent rent and all other sums due and unpaid under this lease. In order to exercise contractual lien rights, Landlord or Landlord's representative may peacefully enter the leased premises (and any storage facilities) and remove and store all property therein, except property exempt by statute; provided, however, Tenant must be present or written notice of entry must be left afterward.

This is a binding legal document - Read carefully before signing

Tenant(s) <u>T. A. Unlimited Inc. (The Only Unlimited)</u> <u>April 1, 1996</u> <u>Beth C. Steward CEO</u>	Landlord or Landlord's Representative <u>Carsey Cooperative Properties / Beth C. Steward</u> <u>12307 Bedrock Tr., Austin, Tx 78727 512/832-1897</u> <u>April 1, 1996</u>
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**\*990 FORM\***

**PAGE 150 - 151 = 2 PAGES**

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

**2 PAGES HAVE BEEN WITHHELD**

INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
100 COMMERCE STREET  
DALLAS, TX 75242-0000

DEPARTMENT OF THE TREASURY

Date: OCT 02 1996

Employer Identification Number:

74-2782958

Case Number:

756173049

T.A. UNLIMITED, INC.  
C/O TRI-ANGEL UNLIMITED  
1210 ROSEWOOD AV  
AUSTIN, TX 78702

Contact Person:

ANNETTE SMITH

Contact Telephone Number:

(214) 767-6023

Accounting Period Ending:

December

Foundation Status Classification:

509(a)(2)

Advance Ruling Period Begins:

March 28, 1996

Advance Ruling Period Ends:

December 31, 2000

Addendum Applies:

No

Dear Applicant:

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

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in section 509(a)(2).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

00152 Letter 1045 (DO/CG)

T.A. UNLIMITED, INC.

will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

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

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

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

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

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If you are required to file a return you must file it by the 15th day of the fifth month after the end of your annual accounting period. We charge a penalty of \$10 a day when a return is filed late, unless there is reasonable



T.A. UNLIMITED, INC.

cause for the delay. However, the maximum penalty we charge cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. We may also charge this penalty if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

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

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

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

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

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


00154

Letter 1945 (DO/C3)

T.A. UNLIMITED, INC.

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

Sincerely yours,

A handwritten signature in cursive script that reads "Bobby E. Scott". The signature is written in dark ink and is positioned to the right of the typed name.

Bobby E. Scott  
District Director

Enclosure(s):  
Form 872-C

00155

Letter 1045 (DO/CG)

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

(Rev. July 1993)

Department of the Treasury  
Internal Revenue Service

(See instructions on reverse side.)

To be used with  
Form 1023. Submit  
in duplicate.

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

T. A. UNLIMITED INC

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

1210 ROSEWOOD AVE AUSTIN TX 78702

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

and the

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

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

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

Ending date of first tax year

Dec 31 1996  
(Month, day, and year)

Name of organization (as shown in organizing document)	Date
<u>T. A. UNLIMITED INC</u>	<u>June 3, '96</u>
Officer or trustee having authority to sign	
Signature ▶ <u>Betty C. Strong</u>	Title ▶ <u>ex. dir.</u>

**For IRS use only**

District Director or Assistant Commissioner (Employee Plans and Exempt Organizations)	Date
<u>Bobby E. Scott</u>	<u>9-25-96</u>

By ▶ Jason Kall Jason Kall EO Group Manager

## CONTRACT FOR CHARTER

This contract is executed the 26<sup>th</sup> day of MAY 1998 between the Texas State Board of Education (the "Board") and Texas Empowerment Academy ("Charterholder") for an open-enrollment charter to operate a Texas public school.

<b>General</b>
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1. Definitions. As used in this contract:
  - "Charter" means the open-enrollment charter, as provided by Subchapter D, Chapter 12, Texas Education Code (TEC), granted by this contract.
  - "Charter school" means the open-enrollment charter school. Charterholder agrees to operate as provided in this contract. The charter school is a Texas public school.
  - "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 #701-97-028; (d) any condition, amendment, modification, revision or other change to the charter adopted or ratified by the Board and (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).
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.
5. Term of Charter. The charter shall be in effect from August 1, 1998 through July 31, 2003, 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. 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.

<b>Students</b>
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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 160 students. 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.
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 under Subchapter G, Chapter 29, TEC.
10. Non-discrimination. The educational program of the charter school shall be nonsectarian, and 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. 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 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.
- (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.

- 12. 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.
- 13. 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 has a reported criminal history that bears directly on the duties and responsibilities of the employee or volunteer at the school. Charterholder further represents that the Board and the agency shall be notified immediately of such information and the measures taken.

14. 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 state that no employee, volunteer or agent of Charterholder or the charter school can be required to report child abuse or neglect to Charterholder or the charter school. Rather, such reports must be made directly by the person suspecting child abuse or neglect to an appropriate entity listed in Chapter 261, Texas Family Code.
15. 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.
16. School Year. Charterholder shall adopt a school year with fixed beginning and ending dates.

<b>Financial Management</b>
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17. Fiscal Year. Charterholder shall adopt a fiscal year beginning September 1 and ending August 31.
18. Financial Accounting. 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.
19. 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 120<sup>th</sup> 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 133.
20. 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.

21. Foundation School Program. Funds distributed to the charter school under Section 12.106, TEC shall be calculated and distributed by the agency at six-week intervals. Distribution of funds to the charter school is contingent upon charterholder's compliance with the terms of the charter. Charterholder is ineligible to receive Foundation School Program funds prior to September 1, 1998. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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

27. 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.
28. 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.
29. PEIMS Reporting. Charterholder shall report timely and accurate information to the Public Education Information Management System (PEIMS), as required by the commissioner.
30. Conflict of Interest. Charterholder shall comply with any applicable prohibition, restriction or requirement relating to conflicts of interest. 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.
31. 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.
32. 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.
33. 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.

Suspension of operations in violation of this paragraph shall constitute abandonment of this contract and of the charter.

34. 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.

<b>Enforcement</b>
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35. 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 Sections 39.074 and 39.075, Subchapter D, Chapter 39, TEC 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.
36. Commissioner Authority. The commissioner in his sole discretion may take any action authorized by Section 39.131, TEC or Chapter 29, 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.
37. 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 paragraph 2; (b) failure to satisfy generally accepted accounting standards of fiscal management; or (c) failure to comply with an applicable law or rule.

<b>This Agreement</b>
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38. 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.

1. 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 #701-97-028; (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).
2. 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.
3. Venue. Any suit arising under this contract shall be brought in Travis County, Texas.
4. Governing Law. In any suit arising under this contract, Texas law shall apply.
5. 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 charter school or Charterholder. Charterholder further represents that the person signing this contract has been properly delegated authority to do so.

Entered into this 26 day of May, 1998.

Texas State Board of Education

Charterholder

Jack Christie  
By Dr. Jack Christie  
Chairman

Texas Empowerment Academy

By Betti C. Stroud

Betti C. Stroud  
Typed Name