

TEXAS EDUCATION AGENCY

Open-Enrollment Charter School Renewal Application

Coversheet

Name of School: American YouthWorks Charter School

Current Grade Levels Served: 9-12 Additional Grade Levels Requested: 9-12

Maximum Grade Levels to be Served: 9-12

Current Enrollment: 250 Maximum Authorized Enrollment: 750 for 2001-2002

Name of Sponsoring Entity: American YouthWorks

Check one:	<input checked="" type="checkbox"/>	501(c)(3) Nonprofit Organization
	<input type="checkbox"/>	Governmental Entity
	<input type="checkbox"/>	College or University

SBOE District: 10

Chairperson of Board of Sponsoring Entity: Joanne Midwikis

Applicant Mailing Address: 216 East 4th Street, Austin, TX 78701

Contact Phone #: (512) 472-8220 Fax #: (512) 480-9410

Chief Executive Officer of Sponsoring Entity: Richard H. Halpin

Chief Executive Officer of School: Richard H. Halpin

CEO/School Contact Phone #: (512) 472-8220 Fax #: (512) 480-9410

CEO/School Contact E-mail Address: [REDACTED]

CEO/School Mailing Address: 216 East 4th Street, Austin, TX 78701

School Site Address: 216 East 4th Street, Austin, TX 78701  
(If different from above)

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

[Signature] 10/27/00  
Signature of Chief Executive Officer of Sponsoring Entity/Date

[Signature] 10/31/00  
Signature of Chairperson of the Governing Board of the Sponsoring Entity/Date

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## AMERICAN YOUTHWORKS CHARTER SCHOOL

### RENEWAL APPLICATION

#### 1. CHARTER SCHOOL PERFORMANCE REVIEW

The American YouthWorks Charter School, formerly known as American Institute for Learning Charter School, was chartered as a public school in August, 1996. It is designed to educate dropout youth and youth considered at-risk of dropping out from the Austin Independent School District and surrounding districts.

The educational methodology and educational programs of the American YouthWorks Charter School (AYW) are based on project-based education and Service Learning. The first four years of the AYW Charter School history have seen dramatic accomplishments in the design and implementation of our project-based High School, and substantial improvement in student achievement. Achievements of the AYW Charter School include:

#### **Student and School Achievement**

- √ 61 HIGH SCHOOL DIPLOMA graduates in three years
- √ 237 GED recipients in four years
- √ Increased overall passing rate on the TAAS from 10% in our first year to 62% in our fourth year
- √ "Acceptable" rating for the last two years through the Alternative Accountability Rating System
- √ Established Special Education Co-op with TEA and Austin Area Charter Schools

#### **Enrollment**

American YouthWorks Charter School's growth followed the plan set forth in the 1996 Charter. In the Charter's first year, AYW maintained an enrollment of 100 students during any given time and doubled that number to 200 students in the second year. In the third and fourth years, AYW had a consistent enrollment of 250 students. AYW continually has a waiting list of students wishing to register. The State Board of Education approved an amendment request in October 2000 to increase AYW's enrollment capacity to 750 students. Over the next five years, AYW plans to incrementally expand enrollment.

#### **School Awards and Honors**

- √ Promising and Effective Practices Network (PEPNet) Effective Initiative National Award; National Youth Employment Coalition (1996 and 2000).
- √ Award of Excellence in Texas School Health; Texas Health Foundation and Department of Health (2000).

- √ Points of Light Foundation President's Service Award (1999). One of 21 recipients nationwide. The President's Award is the most prestigious award given for volunteer community service.
- √ Secretary's Award for Best Practices in the U.S.; U.S. Department of Housing and Urban Development (1999).
- √ National Service Learning Leader School; Corporation for Community and National Service (1999). The National Service Learning Leader Schools program is a new presidential initiative that recognizes schools for their excellence in Service Learning. The AYW Charter School was one of two public schools in Texas (71 nationwide) to be honored.
- √ The AYW Charter School Director attended a White House Convening on Hispanic Children and Youth at the invitation of First Lady Hillary Rodham Clinton (1999).
- √ Renew America Certificate of Environmental Achievement (1999).
- √ Clean Texas 2000 Environmental Excellence Award, Youth Category; Texas Natural Resource Conservation Commission (1998).
- √ Austin's Environmental Excellence Award; City of Austin (1998).
- √ Teaching Example for the *President's Summit for America's Future* (1997).

### Facilities Progress

AYW completed construction of its 18,015 square foot building in August 1999. A model structure for energy efficiency, the three story building located at 216 East 4th street houses AYW's administrative offices, the RGK Foundation Downtown Center for Adolescent Health, the American YouthWorks Career Resource Center, three state-of-the-art computer resource labs, and other classrooms. Major funding for the new building came from the Economic Development Administration (EDA) the RGK Foundation, Meadows Foundation, Houston Endowment, City of Austin and Travis County.

### Reports

The Texas Education Agency's Department of Accountability and School Accreditation conducted an on-site formative evaluation visit at AYW in February 1999 and reported the following in their final letter:

(AIL) is proceeding along a course of strengthening shared planning and decision making procedures, parent involvement activities, program evaluation and research, and other improvement strategies consistent with current education practice. The review team notes that the existing program and curriculum documents were comprehensive and of excellent quality. It is the recommendation of the review team that the school continue with the current course of action.

<b>1996 Charter Proposal Educational Program Review</b>
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The following information is a review of the first four years of the AYW Charter School performance. It is organized to correspond to the AYW original charter application that was approved by the State Board of Education in 1996 and to the item numbers requested by the Texas Education Agency for this review.

**(1) Describe the educational program to be offered, including the required curriculum under The Texas Education Code (TEC) #28.002, and the student attendance requirements:**

In 1996, the original design for the AYW Charter School education program focused on the Certificate of Mastery for GED students. At that time, AYW had a fifteen-year history as a community based non-profit organization, successfully offering GED preparation and job training to dropout youth in the Austin/Travis County area. Since becoming a charter school, AYW has consistently offered a year round calendar open to youth ages 16 to 21, and has welcomed students who have dropped out, or are at risk of dropping out of the traditional high school setting.

After becoming a Charter School, AYW had the opportunity to offer a high school diploma program for the first time. In the Charter's second year (1997-98), AYW offered a High School Diploma program in addition to its GED program. *While the component parts of Certificate of Mastery (academic preparation for GED, Career Prep and Project-Based Education) continue to be an integral part of the GED education at AYW, the focus of the educational program shifted, based on learner feedback and success, to emphasize the project-based High School Diploma Program.*

Education Program

The education program at AYW is based on hands-on applied learning using project-based education and Service Learning. AYW has a strong project-based education philosophy as well as a commitment to providing real leadership opportunities for youth. The Texas Essential Knowledge and Skills (TEKS) for each course required for graduation are offered through PODs and through seminars, using project-based education and Service Learning. In her comprehensive research on Service Learning, Shelley Billig shows that Service Learning with its inherent project-based education has been successful in reaching at-risk students (Research on K-12 School-Based Service-Learning: the Evidence Builds, Phi Delta Kappan, May 2000 p658-664).

This type of learning has proved successful in teaching AYW youth for many years. Below is a description of the different methodologies used at AYW, and the description of how classes are structured to support our methodology?

*Project-Based Education*

We strongly encourage AYW teachers to use project-based education in teaching. Project-based education results in a real-world service or product. Characteristics of project-based education include:

- √ learning experiences that engage students in complex, real-world projects through which they develop and apply skills and knowledge;
- √ a strategy which recognizes that significant learning taps into students' inherent drive to learn, capability to do important work, and the need to be taken seriously;
- √ learning in which the results are not necessarily predetermined or fully predictable;
- √ learning which requires students to draw from many information sources and disciplines in order to solve problems; and
- √ learning that requires students to coordinate time, work schedules, and project outcomes in order to accomplish project goals on a predicted time schedule.

### *Service Learning*

The State Board of Education approved AYW's proposal to offer Service Learning as an Innovative Course elective credit (ATTACHMENT #1).

Service Learning combines academics and community service in a way that enriches student learning, teaches civic responsibility and strengthens communities. It is a teaching and learning strategy that enriches instruction by providing thoughtfully designed opportunities for learners to use their skills and knowledge in service to and with the community. It meets learner's varied academic/learning needs while developing skills and abilities in problem solving, decision-making, critical analysis, group process, and team building. It also builds new partnerships between the school and the community that support learner achievement and increase community involvement. Every Service Learning project consists of research, design, action, and reflection. According to research by Billig (Phi Delta Kappan, May 2000), Service Learning benefits students in a variety of ways including:

- √ improving personal and social development
- √ building a sense of civic responsibility
- √ enhancing academic learning
- √ exposing students to a wide variety of careers
- √ transforming at-risk behaviors.

For example, in AYW's award-winning Multi-Media Lab, students completed TEKS required for Web Design and learned multi-media skills while designing real world web pages for non-profit arts organizations. These community-based organizations did not have the skills or resources to establish an on-line presence. The students in this class designed a simple Request for Assistance that was sent to local arts organizations asking if they needed web pages. The students then evaluated the responses and selected several non-profit organizations. They created web pages for Zachary Scott Children's Theater, Ballet Austin, the Texas Art Education Association, and several others.

In 1999 the AYW Charter School was named a **National Service Learning Leader School** through a new presidential initiative to promote civic responsibility in youth. Through a Dissemination Grant from the Texas Education Agency in 1999-00, the AYW Charter School provided on-site Service Learning workshops to schools and educators from across the state of Texas. The AYW Charter School was also invited to

present at two national conferences (National Drop Out Prevention Conference in December 1999, and the Youth At-Promise Conference in October 1999).

#### *Structure of Classes*

Classes are organized into PODs and seminars. The POD is a thematic, often team-taught class where multiple credits are offered in a variety of academic areas. The students benefit from the PODs interdisciplinary and project-based approach (real-world service, project or product) and a low student-teacher ratio.

One example of an AYW POD is Paper Trails. This class meets for 2 ½ hours each day of the week. The POD offers students an opportunity to earn credits in English I or II, Desktop Publishing, Speech and Keyboarding. Students demonstrate mastery of cutting-edge software technologies including Microsoft Word, Netscape Navigator, Power Point and PageMaker. The first half of the POD emphasizes skill acquisition – primarily writing, interviewing, and researching skills using Internet. The theme of the publication is reached through consensus, following persuasive presentations by teams of students. The second half of Paper Trails focuses on production, including the layout and design of a publication. The development of interpersonal and communication skills also play a key role in this unique POD experience (ATTACHMENT #2).

Course credits not offered in PODs are offered as seminars. The seminar is a small, one or two hour class that covers various content areas not found in PODs. Certain seminars are designed to support student acquisition of reading, writing and math skills. These credits, approved by the AYW Board of Directors as local credits, include math tutorials and algebra support. Other seminars provide instruction in a variety of academic content areas. The low student-teacher ratio ensures that students receive individual attention. Seminars are scheduled each session according to student needs.

The educational program of the AYW Charter School received national recognition in 1997 when it was identified as a Teaching Example for the *President's Summit for America's Future*.

#### Student Attendance Requirements

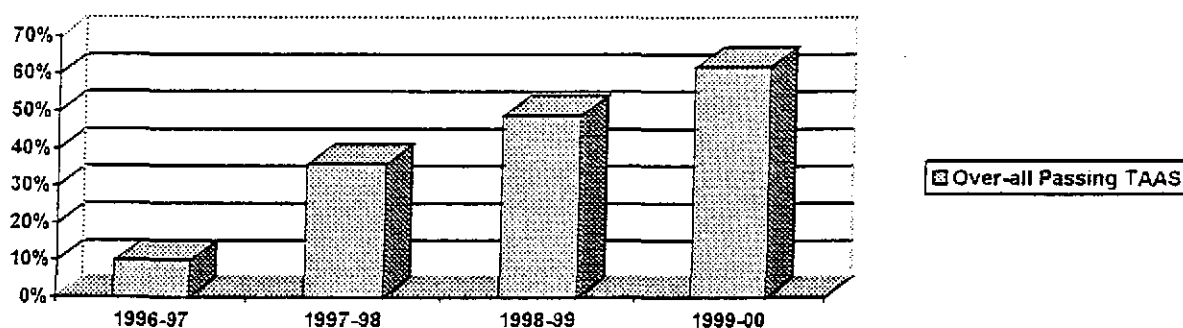
It is the policy of American YouthWorks Charter School that students are expected to attend school every day that school is in session. Students are expected to be responsible for their own promptness and attendance. This expectation is made with the understanding that promptness and attendance will be expected of the student in any further training, college or in any workplace.

The definition of excessive absences and consequences for absences are identified in writing to all students. Consequences may include, but are not limited to: missed breaks, counseling, credit not awarded, school service, attendance contacts, and/or dismissal. Students receive credit in a class only after they have successfully completed all academic material. Our methodology is designed to encourage responsible behavior in young adults.



**(3) 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:**

The American YouthWorks Charter School has administered the TAAS test on the state-designated dates each year. All students at a 10<sup>th</sup> grade equivalency (as determined by number of credits accrued for high school diploma students, or by Test of Adult Basic Education scores for GED students) were scheduled to take the TAAS. While there have been annual variations in scores as can be expected with small numbers of test takers, overall AYW has made steady progress in improving TAAS scores with each year. Overall TAAS pass rate is determined by total annual number of tests passed divided by total annual number of tests taken.



**TAAS Pass Rate**

TAAS	Year 1, 96-97	Year 2, 97-98	Year 3, 98-99	Year 4, 99-00
Writing				
Taken	5	12	14	26
Passed	1	7	11	19
Passing Rate	20%	58%	78.5%	73%
Math				
Taken	19	31	23	42
Passed	2	5	8	17
Passing Rate	14.3%	16%	34.7%	40.5%
Reading				
Taken	6	16	8	27
Passed	0	9	4	23
Passing Rate	0%	56%	50%	85%
<b>Over-all</b>	<b>10%</b>	<b>35.5%</b>	<b>54.4%</b>	<b>62%</b>

**(4) 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:**

The 1996 AYW Charter application, including its original accountability provisions, focused on GED attainment and AYW's Certificate of Mastery program. The component

parts of Certificate of Mastery (academic preparation for GED, Career Prep and project-based education) continue to be an integral part of the GED program at AYW.

#### GED/Certificate of Mastery Assessment

Original Assessment	Year 1, 96-97		Year 4, 99-00
Grade level gains in Reading as assessed by the TABE	11%		37%
Grade level gains in Math as assessed by the TABE	12%		42%
Attainment of GED	53		51
Completion of Career Preparation courses	44%		40.5%
Certificate of Mastery level completion	54%		67%
Certificate of Mastery completion	8%		68%
Number completing Internships	14%		18%
Number entering career-related jobs.	43%		41%

The High School Diploma program was implemented at the beginning of the second charter school year (1997-98). Approximately 50% of all students choose the high school diploma program. The number of diplomas awarded has steadily increased each year:

#### Number of Diplomas Awarded

Year 1, 96-97	Year 2, 97-98	Year 3, 98-99	Year 4, 99-00
N/A	5	24	30

Student achievement in the AYW High School Diploma Program has been assessed annually through the Alternative Accountability System.

#### Alternative Accountability for High School Diploma Program

	Year 1 1996-1997	Year 2 1997-1998	Year 3 1998-1999	Year 4 1999-2000
Alternative Accountability	N/A	Need Peer Review	Acceptable	Acceptable
Average Credit Earned	N/A	3.7	4.7	5.45
% Passing All GED Sections Attempted	77%	82%	75%	77.82%
Completion Rate	70%	Not Submitted	Not Submitted	75.47%

In the first year of the High School diploma program, as systems were being implemented and students' schedules were being adjusted to the diploma program, the average number of credits earned by students did not meet the standard for an Acceptable rating. The following year, systems were improved and the average number of credits earned increased to meet the requirements for the Acceptable rating. Student achievement has steadily improved as the length of enrollment increased and as the project-based high school programs have been further developed.

**(6) Describe the governing structure of the open-enrollment charter:**

The governing structure of the AYW Charter School continues to function as originally designed. A subcommittee of AYW's Board of directors governs the AYW Charter School. The Charter School Superintendent, the Charter School Director, a faculty representative, and a parent representative serve on the Charter School's governing body. Additional Charter School Board members may be added at the approval of the Charter School Board. These additional members are considered as special needs in the charter school are identified. In the past four years there have, at times, been two student representatives and two parent members.

In the current year, the Board identified a need for more consistent input for the school's academic and social service programs. To address this need, the Charter School Board currently includes a professor from the University of Texas Education Department, Dr. Audrey McCray, and a faculty member from the University of Texas School of Social Work, Mary Mulvaney, MSSW. The Chair of the Charter School Board, Dr. Laurence Becker, currently serves on the AYW Board of Directors and is required to provide a Charter School Report at each monthly meeting of the AYW Board of Directors.

**(7) Specify the qualifications to be met by professional employees of the program:**

Qualifications for AYW Charter School staff are as stated in the 1996 application. Staff is comprised of experienced, certified teachers as well as non-certified educators experienced in working with at-risk populations or who have taught in a private school, college or university, or in a business or corporate environment. Project-based facilitators have a minimum of two years of experience in the specific training field. All teachers at AYW have a minimum of a bachelor's degree.

Since 1999, the AYW Education Manager supervises all teachers. Since inception, this position has been filled by a certified teacher with over twenty years of teaching experience.

**(8) Describe the process by which the person providing the open-enrollment charter will adopt an annual budget:**

AYW continues to utilize the procedure described in the 1996 application. That is:

1. The Chief Financial Officer (CFO) analyzes a comparison of actual vs. budgeted expenditures for the previous year.
2. The CFO surveys all staff to ensure correct budgeting is in line with the time and effort to the program.

3. The CFO reviews contractual and overhead expenses (e.g., equipment rental and maintenance, rent, utilities, insurance) to ensure correct budget allocation to the program.
4. AYW Staff, with student and parent input, provide information on needed supplies, equipment and other expenditures for an effective program.
5. The CFO prepares a draft budget for review by the CEO/Superintendent, the Finance Committee and Charter School Governance Board. The current AYW Board Chair is a Certified Public Accountant and chairs the Executive Committee and sits on the Finance Committee.
6. Comments from the Finance Committee and the Charter School Governance Board are incorporated into a second draft. Further comments are solicited.
7. The Finance Committee and the Charter School Governance Board submit the final proposed budget to the AYW Board of Directors for approval.

**(10) Describe the manner in which an annual audit of the financial and programmatic operations of the open-enrollment charter will be conducted. Describe the manner in which the charter will participate in the PEIMS, as required by state statute or by the State Board of Education rule:**

#### Audit

AYW has an established procedure in place for annual financial and operational audits. Our financial audit procedures have been approved as full compliance for many funders including the Texas Employment Commission, the City of Austin, Travis County, the Texas Workforce Development Commission, the National Corporation for Service, and others.

1. AYW releases a Request for Proposal to independent audit firms. Qualifications include CPA certification, experience in governmental and fund accounting, experience in nonprofit auditing, and on-going professional development to ensure familiarity with changing regulations.
2. A CPA firm is selected to conduct the independent audit and to perform tests of internal control. A management letter is requested in addition to the audit report.
3. The independent audit report is presented to the CEO/Superintendent, the Finance Committee, the Charter School Governance Board and the AYW Board of Directors.
4. All funders and interested parties are promptly sent copies.
5. The audit remains a publicly available document available on request.

#### PEIMS

The AYW Charter School has established procedures to collect attendance data and enter the data into PEIMS. Teachers collect class attendance and submit daily attendance rosters to the AYW Management Information Services (MIS) office. The AYW PEIMS specialist enters all required PEIMS information, including attendance, into the PEIMS software program supplied by Region XIII. Region XIII PEIMS Specialists provide technical assistance and training to the AYW Charter School as needed. The school provides Region XIII and the Texas Education Agency with timely reports of all information required by the PEIMS, according to the state mandated schedules.

**(11) Describe the facilities to be used.**

The State Board of Education approved a Charter amendment to change the legal address of the AYW Charter School. The address change reflects the move of the AYW administrative offices and classrooms to its newly constructed building at 216 East 4<sup>th</sup> Street, Austin, Texas. AYW completed construction of its 18,015 square foot building in August, 1999. The three-story building houses AYW's administrative offices, the RGK Foundation Downtown Center for Adolescent Health, the American YouthWorks Career Resource Center, three state-of-the-art computer resource labs, and other classrooms. Major funding for the new building came from the Economic Development Corporation and the RGK Foundation. Additional classes continue to be offered in the facilities identified in the 1996 proposal. These facilities are located at 422 Congress, Austin Texas, and at 204 East 4<sup>th</sup> Street. All facilities are located in central downtown Austin within 2 blocks of each other.

**(12) Describe the geographical area served by the program.**

Most students at the American YouthWorks Charter School live in the Austin Independent School District, located in Austin, Travis County. Over the past four years, we have also enrolled students from Bastrop, Caldwell, Hays, Travis and Williamson counties, as space allows.

**(13) Provide a list of all districts within the geographical area that may be affected by the open-enrollment charter.**

The vast majority of AYW students reside in the Austin ISD. As space allows, AYW also accepts students from other districts located in the central Texas area.

Austin ISD	Eanes ISD	Manor ISD
Bastrop ISD	Hays Cons ISD	Pflugerville ISD
Coupland ISD	Lake Travis ISD	Round Rock ISD
Del Valle ISD	Leander ISD	San Marcos ISD
Dripping Springs ISD	Lockhart ISD	Wimberly ISD

**2. STATEMENT OF NEED**

**2 A.** Demand for services has been high during American YouthWorks' four and half years as a Charter School. Enrollment has risen steadily forcing AYW to maintain a waiting list and to restrict enrollment to every six weeks.

It is anticipated that demand for American YouthWorks' Charter School services will continue and may increase throughout the next five years. The need for AYW Charter School services will be particularly high for dropout, minority, and economically disadvantaged students, AYW's target population.

The main factors contributing to the long term demand for services will be:

- drop-out rate in Austin and surrounding ISDs
- demand by employers for skilled workers

- lack of technological resources and training for low income families

#### Dropout Rate

In 1999, Austin officials convened a Task Force on dropouts in response to the alarming news that one third of students beginning the 9<sup>th</sup> grade were not expected to graduate. The AYW CEO/Superintendent participated on the Task Force, providing information about our successful methods of preventing and recovering dropouts. Six out of the ten local district high schools were rated low performing, primarily due to their dropout rates. AYW will continue to work cooperatively with the local district to address this issue. It is unlikely that the dropout rate will change dramatically in the next five years.

#### Skilled Workforce

The U.S. Department of Labor predicted that by the year 2000, 60% of jobs would require technical skills that only 22% of the population would possess. This is particularly relevant for Austin where the high-tech industry makes up more than 14.4% of the total non-agricultural employment in the area.<sup>1</sup> This population represents a powerful, yet underdeveloped, workforce resource for the Texas economy.

#### Lack of Training

Minorities and the economically disadvantaged have traditionally had less access to technology equipment and training. The Kaiser Report done for the City of Austin in 1998 identified this lack of training as one of the potential key challenges to keeping Austin's economy vibrant. Conversely, without education and training, youth will have a difficult time entering Austin's workforce with salaries that enable them to be self-sufficient.

**2 B.** These factors demonstrate a strong need for the successful educational environment provided by American YouthWorks Charter School. AYW Charter School's proposed enhanced diploma program will attract youth from across the city, motivate them to stay in school, and enable them to develop the knowledge, skills and attitudes they need to become self-sufficient adults.

### 3. VISION OF THE SCHOOL

American YouthWorks' vision, initiated twenty-five years ago by the organization's founder and current CEO/Superintendent, is that AYW participants are young adults of promise. They are kinesthetic learners who attain skills and competencies through applied learning in real world context. Many have begun their families, and for this and other reasons, they need a disciplined yet flexible schedule, real world course content, and instructor and counselor relationships that effectively foster achievement, strength of character and acceptance of responsibility.

AYW believes the learning community is created by the principled interactions of faculty, students and their families, and the community. Too often, non-traditional

<sup>1</sup> 1999 Economic Review + Forecast. Greater Austin Chamber of Commerce. p. 3.

learners are seen as a community problem. AYW believes that the non-traditional student is the key to solving our community's challenges.

As a dropout recovery, open-enrollment charter school, American YouthWorks (AYW) Charter School has been providing consistent educational excellence to the young people enrolled over the last four and a half years. AYW Charter School began with an emphasis on helping youth attain a GED. By its second year, AYW Charter School had created and implemented a diploma-based program offering former dropouts and other students the opportunity to earn a minimum graduation plan diploma.

Learning at AYW Charter School focuses on the creation of real world products encouraging youth to understand the correlation between education and the application of knowledge. Integrating community service activities into the curriculum encourages youth to strengthen their connections with the community and develop an ethic of service.

Now, AYW Charter School is expanding its vision to create new opportunities for learners. Many of the students who attend AYW will be the first in their families to graduate. AYW Charter School's goal is to support them in this accomplishment and give them the skills and encouragement they need to continue learning, growing, and preparing for successful careers after they earn a diploma.

To accomplish this goal, AYW Charter School is proposing to:

- increase offerings to provide the Recommended High School Program Diploma (AYW will continue to offer the Minimum Graduation Plan Diploma and GED.)
- develop education tracks that mirror Industry Clusters in Austin

#### Recommended High School Program Diploma

Over the next five years, AYW Charter School will add all credits necessary to offer the Recommended High School Diploma program. This will allow students the opportunity to earn the Recommended Diploma. This graduation plan will increase the opportunities available to graduates. Unlike the Minimum Graduation Plan diploma or GED, this diploma will be recognized by major universities allowing students to pursue college degrees after high school graduation.

#### Industry Cluster Education Tracks

Skilled workers fuel America's new knowledge-based economy. The challenge is finding and training skilled workers. It is becoming increasingly apparent that a high school education is not sufficient to prepare students for successful entrance into this new workforce. Instead, students should continue in training beyond high school to learn the skills that are in demand in today's economy.

To help prepare students to either enter the workforce or continue training for careers, AYW Charter School is proposing to develop educational tracks that mirror the clusters identified as growth industries in Austin. The Austin Greater Chamber of Commerce commissioned an independent economic analysis of Austin's economic, educational and social structures as they relate to the economy. The recommendation of the study, the Kaiser Report, was that Austin nurture the development of eight industry clusters. The recommended clusters include several technology-related areas, and art and entertainment.

To prepare students for these industries, AYW Charter School will provide students with the opportunity to "major" in one of these cluster areas. For example, a student interested in technology would focus on PODs (multidisciplinary classes achieving multiple credits) containing an emphasis on technology and participate in technology-related internships. This level of customization should encourage retention of students.

The result of these improvements to AYW Charter School's curriculum will be increased educational opportunities for students. They will enable AYW Charter School to create customized education plans focusing on the students needs and goals. Additional benefits will include an increased number of students continuing their education with many becoming not only the first in their family to earn a diploma, but the first to go to college or trade school.

#### 4. GOALS FOR THE SCHOOL

##### 4A. Student Goals: Improvement and Attainment

**Student Goal 1: Students will be prepared to successfully enter college, further training and/or employment.**

###### **Objective 1.1**

Students who have accrued 10 or more H.S. credits will be expected to take the TAAS test. Students will meet the Texas standards for the TAAS rate. Baseline scores will be established and if re-testing is necessary, there will be at least a two-point increase in the Texas Learning Index (TLI) for each re-test.

Performance Standard: 80% of all re-testing students show an increase in the TLI of two or more percentage points for each subsequent re-test.

Measurement Tool: Annual TAAS tests.

Evaluation: The amount of TLI increase with each student's re-test.

When & How Reported to TEA: Annual report submitted to TEA by September 15.

###### **Objective 1.2**

Through TEKS-based instruction, students will become familiar with end of course objectives. Students will take End of Course Exams to determine competencies in English II, Algebra I, U.S. History Since Reconstruction, and Biology.

Performance Standard: Student scores on End of Course Exams will show an average increase of 2% per year.

Measurement Tool: End of Course exams.

Evaluation: Scores compared to performance standard after setting a first year baseline.

When & How Reported to TEA: Annual report submitted to TEA by Sept. 15.



**Objective 1.3**

Students will have the opportunity to graduate with a Recommended Graduation Diploma.

Performance Standard: All courses required for Recommended Graduation Diploma will be offered at AYW by 2002-2003.

Measurement Tool: Course catalog; Schedule of classes.

Evaluation: Number of required courses for the Recommended Graduation Diploma offered by 2002-2003.

When & How Reported to SBOE: Annual report submitted to TEA by Sept. 15.

**Student Goal 2: Learning will be tied to employment opportunities in the community and to industry workforce development needs.**

Background: Using the workforce data in reports such as the *Next Century Economy* prepared for community leader groups such as the City of Austin, Texas Workforce Commission, and the Greater Austin Chamber of Commerce, AYW will design clusters of elective credits for student majors. Cluster areas may include technology, multimedia, biotechnology, theater, film and music, construction, environmental sciences, and others.

**Objective 2.1**

Students will choose a cluster as part of their graduation plan.

Performance Standard: 50% of eligible students will choose a cluster by 2005.

Measurement Tool: Graduation Summary Sheets.

Evaluation: Percent of eligible of students participating in clusters by 2005.

When & How Reported to SBOE: Annual report submitted to TEA by Sept. 15.

**Objective 2.2**

AYW will work with the Central Texas area business community to develop an Industry Advisory Council to advise the school on industry needs and to provide internships, guest speakers, job shadowing opportunities, etc.

Performance Standard: Internship and job shadowing opportunities for students will increase 2% per year.

Measurement Tool: Employment Training Specialist record of placements.

Evaluation: Percent increase in internships and job shadowing per year.

When & How Reported to SBOE: Annual report submitted to TEA by Sept. 15.

**Objective 2.3**

Students will receive information regarding career options and how to find and keep employment.

Performance Standard: 80% of completing students will complete the Career Preparation program by graduation.

Measurement Tool: Employment Training Specialist records; Graduation Summary Sheets.

Evaluation: Percent of graduating students completing the Career Preparation Program.

When & How Reported to SBOE: Annual report submitted to TEA by Sept. 15.

**Student Goal 3: Students will apply academic knowledge & skills to community projects.**

**Objective 3.1**

Students will take part in the State Board Of Education approved Innovative Course, Service Learning, which consists of identifiable essential knowledge and skills.

Performance Standard: With a baseline of 40% student participation, Service Learning participation will increase to 80% over the next five years.

Measurement Tool: Diploma students – attainment of Service Learning credit on transcripts and/or class Service Learning portfolio completion; GED – class Service Learning portfolio completion.

Evaluation: Percent of students participating in Service Learning projects every year.

When & How Reported to SBOE: Annual report submitted to TEA by Sept. 15.

**Objective 3.2**

TEKS from additional academic course content areas will be embedded into Service Learning projects.

Performance Standard: 80% of Service Learning projects per year include a minimum of five TEKS learning objectives from additional academic content areas (in addition to the Service Learning knowledge and skills).

Measurement Tool: Description of Service Learning project; Lesson plans showing project's correlation to TEKS.

Evaluation: Education Manager will review lesson plans to determine the percentage of Service Learning projects embedding TEKS.

When & How Reported to SBOE: Annual report submitted to TEA by Sept. 15.

**Objective 3.3:**

Industry Advisory Council will be informed about Service Learning so they can participate in developing strategies for community projects.

Performance Standard: 80% of all Industry Advisory Council members will receive information on Service Learning

Measurement Tool: Agendas and Attendance Rosters from Industry Advisory Council meetings

Evaluation: Number of Industry Advisory council members who receive information on Service Learning compared to total number of Industry Advisory council members

When & How Reported to SBOE: Annual report submitted to TEA by Sept. 15.

**Student Goal 4: Students will apply technology skills in multiple content areas.**

Background: Presently, in order to graduate, Texas State standards require students to complete one credit in the Technical Applications area. Our goal is for the student to apply technology in multiple settings and for multiple purposes to reflect the widespread use of technology in the outside world.

**Objective 4.1**

Teachers will have the skills & knowledge necessary to integrate technology into course content.

Performance Standard: 90% of teachers will complete technology training & demonstrate mastery each year.

Measurement Tool: Pre-post test

Evaluation: Percentage of teachers passing test each year.

When & How Reported to SBOE: Annual report submitted to TEA by Sept. 15.

**Objective 4.2**

Technology will be integrated across academic content areas.

Performance Standard: 75% of offered courses will integrate technology by 2005.

Measurement Tool: Education Manager will review lesson plans.

Evaluation: Percent of offered courses integrating technology by 2005.

When & How Reported to SBOE: Annual report submitted to TEA by Sept. 15.

**Objective 4.3**

Students will have access to computers in multiple class settings.

Performance Standard: 90% of all students have access to computers in classrooms by 2005.

Measurement Tool: Review lesson plans for technology use.

Evaluation: % students accessing computers.

When & How Reported to SBOE: Annual report submitted to TEA by Sept. 15.

**4B. Other School Goals**

**School Goal 1: AYW will strengthen ties to colleges and universities by sharing resources and by creating experiences and pathways for students to enter college.**

**Objective 1.1**

AYW will include college/university representation on its Board of Directors.

Performance Standard: Minimum one representative.

Measurement Tool: Board membership roster.

Evaluation: College/university representation on the AYW Board of Directors.

When & How Reported to SBOE: Annual report submitted to TEA by Sept. 15.

**Objective 1.2**

AYW will solicit cooperation from colleges and universities to establish the Charter School as a site for internships, student teachers, tutors, guest speakers, work-study program, mentors, etc.

Performance Standard: Begin year one with 25 volunteers and increase to 50 volunteers per year, by 2005.

Measurement Tool: AYW Volunteer Reports.

Evaluation: The increase in number of college student volunteers per year.

When & How Reported to SBOE: Annual report submitted to TEA by Sept. 15.

**Objective 1.3**

AYW will invite local area colleges/universities to provide enrollment information to students.

Performance Standard: 80% students will receive college enrollment information each year.

Measurement Tool: Employment Training Specialist records.

Evaluation: Percentage of students receiving college enrollment information each year.

When & How Reported to SBOE: Annual report submitted to TEA by Sept. 15.

**School Goal 2: AYW will actively collaborate with the Austin area business community.**

**Objective 2.1**

Create an Industry Advisory Council

Performance Standard: Advisory Council membership includes representatives from the major cluster areas and will meet a minimum of four times per year (see student goal 2 for explanation of clusters).

Measurement Tool: Roster of membership; Record of Council meeting attendees.

Evaluation: Attendance by industry representatives at each meeting.

When & How Reported to SBOE: Annual report submitted to TEA by Sept. 15.

**Objective 2.2**

The Industry Advisory Council will provide information regarding industry standards and workforce development needs for the purpose of developing "clusters" at AYW.

Performance Standard: At least two clusters will be developed by 2005.

Measurement Tool: Agendas from Industry Advisory Council meetings and AYW class schedules.

Evaluation: Industry Advisory council members will evaluate and approve AYW plan for clusters.

When & How Reported to SBOE: Annual report submitted to TEA by Sept. 15.

**Objective 2.3**

The business community will be represented on the AYW Board of Directors.

Performance Standard: Minimum one representative.

Measurement Tool: Board membership roster.

Evaluation: Representation from the business community on the AYW Board of Directors.

When & How Reported to SBOE: Annual report submitted to TEA by Sept. 15.

**School Goal 3: Parents will collaborate with AYW Charter School through volunteer efforts.**

**Objective 3.1**

Establish a parent participation agreement.

Performance Standard: During enrollment, parents/legal guardians will sign agreement that they will assist AYW for up to a Board determined number of hours each year of their child's/student's enrollment.

Measurement Tool: Volunteer coordinators' monthly report.

Evaluation: Number of parents participating compared to number of students enrolled.

When & How Reported to SBOE: Annual report submitted to TEA by Sept. 15.

**Objective 3.2**

Establish a monthly parent/legal guardian meeting as a forum for dialogue between school administration, teachers and parents.

Performance Standard: Monthly meetings scheduled and held.

Measurement Tool: Record of monthly meeting minutes; Sign-in sheets.

Evaluation: Number of parents/legal guardians attending meetings.

When & How Reported to SBOE: Annual report submitted to TEA by Sept. 15.

**Objective 3.3**

Continue parent representation on Charter School Board of Directors.

Performance Standard: Parents will fill one position on the board.

Measurement Tool: Roster of Charter School Board members.

Evaluation: Parent participation on Board of Directors.

When & How Reported to SBOE: Annual report submitted to TEA by Sept. 15.

## 5. EDUCATIONAL PLAN

**5 A. Describe the educational program of the school. Indicate clearly how these areas will be strengthened over the next 5 years.**

**5 A.1. Tell how the program incorporates the required minimum curriculum as provided by Sec. 28.002, TEC. Describe the scope and sequence of the curriculum as delivered by the charter school with particular attention to the core curriculum. i.e., reading, mathematics, science and social studies.**

AYW currently offers all credits required for the Minimum Requirements for Graduation Diploma Program. AYW also offers an enhanced GED program. The educational program of the AYW Charter School received national recognition in 1997, when it was identified as a Teaching Example, for the *President's Summit for America's Future*.

The AYW Charter School is open from 8:00 in the morning until 9:00 at night, Monday through Thursday, and 8:00-5:00 on Fridays. This schedule is designed to accommodate the needs of our student population. Many of the young adult learners at AYW are responsible for their own livelihood and must coordinate work schedules with school. Each student has a minimum schedule of four instructional hours per day. Students co-enrolled in AYW's AmeriCorps program (Casa Verde Builders or the Environmental Corps) are enrolled for 8 hours each day. Because AYW cannot offer each course every trimester, classes are scheduled on a rotating basis to give each student the opportunity to take needed classes at least every other trimester.

Credits are organized into PODs and seminars. The POD is a thematic, team-taught class where multiple credits, including core curriculum, are offered in a variety of academic areas. The students benefit from the PODs' interdisciplinary and project-based approach (real-world service project or product) and a low teacher:student ratio that averages 1:18. The table below illustrates samples of PODS offered, the courses that are integrated within them, and the corresponding credits the student has the opportunity to earn.

**Sample POD Table**

Pod Name	Credit Name	Credit	Total Credits
American Express	English III	1.0	
	U.S History	1.0	
	Speech	0.5	
	Art. Level 1	1.0	
			3.5
Geo 2	Geometry	1.0	
	World Geography	1.0	
	Art. Level 1	1.0	
			3.0
Paper Trails	English I or II	1.0	
	Speech	0.5	
	Desktop Publishing	1.0	
	Keyboarding	0.5	
			3.0
WaterWorld	Aquatic Science	1.0	
	Individual Sports	1.0	
	Art, Level 1	0.5	
			2.5

Course credits not offered in PODs are offered as seminars. Seminars are intensive, small, one-hour classes that cover various content areas not found in PODs. Seminars are designed to support student acquisition of reading, writing and math skills. These credits, approved by the AYW Board of Directors as local credits, include math tutorials and algebra support. Other seminars provide focused instruction in a variety of

academic content areas such as Algebra, Creative Writing and World History. The low student:teacher ratio ensures that students receive individual attention and supports acquisition of TAAS skills. Seminars are scheduled each session according to student needs.

**Sample Seminar Table**

Seminar	Credit Name	Credit
Algebra Support	Local Credit	0.5
Career Preparation	Career Orientation	0.5
Cultural Warriors	Theater, Level 1	1.0
Health	Health Education	0.5
Life Support	Individual & Family Life	0.5
Math Support	Local Credit	0.5
Parenting	Preparation for Parenting	0.5
Reading Support	Reading I, II or III	0.5
Yoga	Phys. Educ. Equivalent	0.5

A course catalog is included as ATTACHMENT #3.

Future Plans:

In recognition of the knowledge and skills needed to successfully enter college or employment, the AYW Charter School proposes to develop and offer all classes necessary for the Recommended High School Diploma Plan to its students.

**5 A.2. Describe any unique curricular experiences offered by the charter school that enhance student success beyond the minimum curriculum.**

Innovative learning experiences designed to enhance student success beyond the minimum criteria include a school-wide Service Learning program and vocational training through Casa Verde Builders and the Environmental Corps.

The State Board of Education approved AYW's Service Learning as an Innovative Course credit (see ATTACHMENT #1).

Service Learning provides thoughtfully designed opportunities for learners to use their skills, knowledge, and abilities in service to the community. Every Service Learning project consists of research, design, action, and reflection. Through community projects such as producing Spanish language storybooks for pre-school students, publishing student newsletters, neighborhood clean-ups and homebuilding, students learn problem-solving, decision making, critical analysis, group process, and team building skills. Concomitantly, Service Learning also builds new partnerships between the school and the community, supports learner achievement and increased community involvement, teaches civic responsibility and strengthens communities.

In 1999 the AYW Charter School was named a National Service Learning Leader School through a new presidential initiative to promote civic responsibility in youth.

Through a Dissemination Grant in 1998-99, the AYW Charter School provided on-site Service Learning workshops to schools and educators from across the state. The AYW Charter School was also invited to present at two national conferences (National Drop Out Prevention Conference, December 1999; and the Youth At-Promise Conference, October 1999).

Vocational instruction through AYW's Casa Verde Builders and the Environmental Corps programs also enhance student learning. AYW Charter School encourages students to apply for membership in the AYW Casa Verde Builders and Environmental Corps programs. Funded by both AmeriCorps and YouthBuild USA, these programs offer students the opportunity to apply academic skills in work-related contexts and to learn new skills.

Casa Verde members learn construction skills and earn high school credit by building energy efficient homes for low income families. While learning specific home construction skills, members practice math applications, learn to read blue prints and construction manuals, and serve on leadership advisory councils. In the past five years, Casa Verde has built over 50 homes in Austin's low-income neighborhoods. These homes are sold to qualifying low-income families.

Environmental Corps members learn environmental science by completing park service projects, restoring natural habitats, building trails, and working as naturalist interpreters and guides for elementary school children. Instruction is integrated across multiple subject areas, using environmental science as a hands-on context for learning. The State Board of Education has approved AYW's Environmental Corps as an Innovative Course Credit. See ATTACHMENT # 4.

Both Casa Verde and Environmental Corps members earn a stipend and are eligible to earn the AmeriCorps Education Award of \$4700 per year to be applied toward college or further training. Their work has earned them recognition and awards including:

- Promising and Effective Practices Network (PEPNet) Effective Initiative National Award; Youth Employment Coalition (1996 and 2000).
- President's Service Award; Points of Light Foundation (1999), one of 21 recipients, nationwide. The President's Award is the most prestigious award given for volunteer community service.
- Secretary's Award for Best Practices in the U.S.; U.S. Department of Housing and Urban Development (1999).
- Renew America, Certificate of Environmental Achievement (1999).
- Clean Texas 2000 Environmental Excellence Award Youth Category, Texas Natural Resource Conservation Commission (1998).
- Austin's Environmental Excellence Award (1998).



Future Plans:

AYW Charter School proposes to develop and organize elective credits into clusters of study that will prepare youth for entry into employment, additional training and/or college. The clusters will reflect the industry clusters identified in the Kaiser Report prepared for the Austin Chamber of Commerce, *Next Century Economy*. The first cluster that will be developed will be the AYW Technology Corps. Students choosing this cluster will complete elective credits in technology, where they will learn to refurbish computers, and will provide technology support to other schools and non-profit agencies. AYW has been awarded a grant through the National Corporation for Service and YouthBuild USA to develop and implement the Computer Corps.

**5 A.3. Describe how the program incorporates the Texas Essential Knowledge and Skills (TEKS) into the curriculum and addresses goals, objectives, and content in all subject areas and grade levels.**

Each teacher matches their lesson plans with the TEKS to ensure that courses meet state goals and objectives. Lesson plans are then submitted to the AYW Education Manager for approval. The Education Manager visits every classroom a minimum of once per week to observe teacher progress in presenting the TEKS.

Future Plans:

AYW Charter School will establish specific core academic teams to ensure that appropriate sequencing is occurring. Teams will coordinate with cluster areas and have input into cluster design and ensure that cluster classes are sequenced with core academic classes.

**5 A.4. Describe the connection between the TEKS, classroom instruction and assessing student progress.**

Teachers base classroom instruction on the TEKS. Each teacher is responsible for establishing an assessment rubric for evaluating student progress in his or her class. Assessment rubrics may include demonstration of mastery, oral presentations, writing assignments, participation, daily grades, lab reports, portfolio and test scores.

Future Plans:

AYW will build on the strong connection between the TEKS, classroom instruction and assessment of student progress by continuing to provide staff development and training in such areas as TEKS, classroom instruction, classroom management, assessment rubrics, and alternative assessment methods. Staff development is designed to build teacher understanding of instructional goals, and provide support for teachers in implementing instruction in the classroom.

**5 A.5. Describe how the program prepares students to meet state graduation requirements.**

Students are prepared to meet state graduation requirements through credit accrual and by passing the exit level TAAS exam. At enrollment, each student's transcript is evaluated by the AYW Registrar to assess credits completed and credits needed.

AYW teachers who have been trained in Academic Advising then meet with the student to establish a graduation plan and schedule of classes. Students meet with their Academic Advisors a minimum of three times per year to ensure that the students are progressing in their graduation plans.

TAAS objectives are included in daily lesson plans. For those students who have not yet taken the exit level TAAS and for those who have taken the exit level TAAS and not successfully passed, daily classes are scheduled in Test Taking Strategies and in specific skills necessary to master the TAAS. Individual tutoring is provided on an as-needed basis.

#### Future Plans

The AYW Charter School will increase its course offerings to offer the Recommended High School Diploma Program as a graduation plan for students. Currently, AYW offers the Minimum Graduation Plan to its students.

**5 A.6. Describe teaching methods used. Tell how this pedagogy enhances student learning. Include information about materials, strategies, techniques and procedures used to meet the needs of the student population.**

Teaching methods encourage active participation through *small group, applied learning instruction, including Service Learning and project-based learning*. Small group and individual tutorials ensure content and skills mastery. Research shows that these methods are successful in reaching and engaging at-risk students. This type of learning has proven successful in teaching AYW youth for the past seventeen years. AYW has a strong project-based education philosophy as well as a commitment to providing genuine leadership opportunities for youth.

#### Service Learning

Service Learning is a teaching and learning strategy that enriches instruction by providing thoughtfully designed opportunities for learners to use their skills and knowledge in service to and with the community. Service Learning meets learner's varied academic/learning needs and develops skills and abilities in problem solving, decision making, critical analysis, group process, and team building. Service Learning also builds new partnerships between the school and the community that support learner achievement and increase community involvement. Service Learning combines academics and community service in a way that enriches students' learning, teaches civic responsibility and strengthens communities. Every Service Learning project consists of research, design, action, and reflection.

#### Project-Based Education

We strongly encourage AYW teachers to use project-based education in teaching. Project-based education ties academic subjects to the real world, thus fostering AYW's emphasis on school-to-work transition. Characteristics of project-based education include:

√ learning experiences, which engage students in complex, real-world projects through which they develop and apply skills and knowledge;

- √ a strategy which recognizes that significant learning taps into students' inherent drive to learn, capability to do important work, and the need to be taken seriously;
- √ learning in which the results are not necessarily predetermined or fully predictable;
- √ learning which requires students to draw from many information sources and disciplines in order to solve problems; and
- √ learning that requires students to coordinate time, work schedules, and project outcomes in order to accomplish project goals on a predicted time schedule.

#### Future Plans

AYW will continue to build and expand its award-winning innovative educational practices. A Service Learning Training Team will be designed and implemented utilizing the methods described in Building Leadership Capacity in Schools (Lambert, 1998). AYW will continue to identify scholars and leaders in sound, innovative educational practices and learn from them.

**5 A.7. Describe your assessment of individual performance in the core academic areas. Describe the instruments used and instructional planning resulting from early assessment of reading in grades K-2, if applicable. Include the process used to determine the baseline of achievement levels of students, the results to be achieved and the methods of measurement to be used.**

Individual performance in the core academic areas are evaluated in several ways. All students are administered the Test of Adult Basic Education (TABE) in the areas of reading, language and math. For students in the GED Program, the TABE is re-administered approximately every 100 hours of classroom study to evaluate progress. In addition, AYW administers content area level tests, including pre- and post-tests, to GED students to assess areas of mastery and areas requiring additional study.

For students enrolled in the High School Diploma Program, the TABE scores are used by Academic Advisors to determine initial placement in classes. For example, all students scoring below 6.0 grade level in reading and/or math are placed in Reading Improvement and/or Math Tutorial classes. To earn credit in any class, the student must meet assessment standards determined by the classroom teacher. Each teacher is responsible for establishing the rubric for assessing student progress in his or her class. Assessment rubrics may include demonstration of mastery, oral presentations, writing assignments, participation, daily grades, lab reports, portfolios and test scores.

AYW Charter School administers all state required End of Course Examinations including: Biology, Algebra 1, English II, and United States History Since Reconstruction.

AYW also administers the State-approved assessment instruments for ESL students including, but not limited to: the Reading Proficiency Tests in English (RPTE), the Metropolitan Achievement Test, Seventh Edition (MAT7). Assessment instruments

specific to students enrolled in Special Education are determined for use by the AYW Special Education Coordinator and are included in ARD discussions.

#### Future Plans

The AYW Charter School intends to build on existing assessment methods currently in place by developing a procedure for students' Presentation of Learning. The Presentation of Learning will be a culmination of the student's work. It will include a review of the student's portfolio and be presented by the student to a panel comprised of scholars, professionals and peers. AYW Charter School will also continue to research and evaluate assessment instruments for use.

#### **5 A.8. Describe the methods to identify the educational strengths and needs of individual students.**

AYW knows that Diplomas and GEDs alone cannot ensure the academic and future success of at-risk youth. Consequently, AYW utilizes a "whole-person" approach to working with learners.

To assess academic strengths and needs of students, students are administered the Test of Adult Basic Education during enrollment into the AYW Charter School. Scores from the TABE are used for initial assignments into classes. After assignments into classes, teacher observation is the primary means of identifying educational strengths. Teachers observe and evaluate student strengths and needs, using a multitude of factors, including class participation, quality of student work, and compilation of exam scores. Teachers who identify an area of academic need in an individual student can request the assistance of the Education Manager, Charter School Director, and Special Education Coordinator.

Each student also meets with a counselor during enrollment for an initial interview. During this interview, the counselor will assess areas that may be barriers to the student's academic success, including the student's need for childcare, housing, transportation, and coordination with criminal justice system. Continued support in these areas is provided through monthly student/counselor contacts. Students who are identified as having drug and alcohol issues are referred to AYW's Licensed Chemical Dependency Counselor for prevention/intervention counseling. Counselor facilitated support groups are provided for students on an as-needed basis.

Each student is assigned to an Employment Specialist for assistance with employment needs, and for assistance with developing a post-graduation plan. AYW's Career Resource Center administers the nationally normed and Texas Workforce Commission approved, CAPS and COPS assessment instruments to each student to determine aptitude and interest in specific career areas.

#### Future Plans

AYW will continue to utilize multiple methods to determine educational strengths and needs of individual students, including assessments needed to provide effective case-management to at-risk students.

**5 A.9. Describe the extent to which program goals and performance standards are being met.**

Program Goals

Program Goals of the AYW Charter School are determined each year through the following process:

1. A comprehensive evaluation of the school programs and student achievement is completed.
2. A committee comprised of representatives from school faculty, administrators, students, board members, and parents reviews the comprehensive evaluation and makes recommendations for improvement to various school departments.
3. Individual departments develop sections for the school improvement plan which include program goals for the school.
4. The school improvement plan includes the comprehensive needs assessment, measurable performance objectives, identified strategies for student improvement, identified resources and staff, specified timelines for monitoring each strategy, and formative evaluation criteria.

AYW program goals in the past four years have consistently included parent participation, drug and alcohol prevention and intervention, and improving the drop-out rate. The following efforts have been made in each area:

Parent participation: AYW successfully proposed to become a Volunteers in Service to America (VISTA) site. For the past two years, one of AYW's eight VISTA positions has been dedicated to improving parent participation. The VISTA has facilitated Open Houses, created a parent newsletter, and researched best practices in parent participation.

Drug and alcohol prevention and intervention: AYW has a dedicated a part-time Licensed Chemical Dependency Counselor position. The LCDC meets with students who have been identified as having drug and alcohol issues. This year the LCDC has facilitated an on-site support group for students committed to becoming and remaining clean and sober. The LCDC has also identified an improved survey instrument to use in the annual student survey.

Improving the drop-out rate: Many students who choose the AYW Charter School have previously dropped out of high school and are being recovered by the AYW Charter School, are referred by Parole and Probation Officers, or are referred by traditional public school counselors who have identified the students as being at-risk of dropping out. These students, for example, may be in their third year of being high school freshmen in the traditional public school. AYW is successful with approximately three out of every four students who enroll. We continue to seek effective ways to maintain the enrollment of our community's most at-risk young people.

Future Plans:

AYW will document its process for creating the school improvement plan to ensure consistency from year to year. AYW will restructure one of the counselor positions to

focus on attendance and maintaining enrollment of students. AWY will visit other Charter Schools to share information about best practices.

### Performance Standards

The American YouthWorks Charter School administers the TAAS test on the state-designated test dates each year. All students at a 10<sup>th</sup> grade equivalency are scheduled for TAAS testing (as determined by the number of credits accrued for high school diploma students, or by the Test of Adult Basic Education scores for GED students) are scheduled to take the TAAS.

While there have been annual variations in scores as can be expected with small numbers of test takers, overall with each year, AYW has made steady progress in improving TAAS scores. Overall TAAS pass rate is determined by total annual number of tests passed divided by total annual number of tests taken.

### **TAAS Pass Rate**

TAAS	Year 1, 96-97	Year 2, 97-98	Year 3, 98-99	Year 4, 99-00
Writing				
Taken	5	12	14	26
Passed	1	7	11	19
Passing Rate	20%	58%	78.5%	73%
Math				
Taken	19	31	23	42
Passed	2	5	8	17
Passing Rate	10.5%	16%	34.7%	40.5%
Reading				
Taken	6	16	8	27
Passed	0	9	4	23
Passing Rate	0%	56%	50%	85%
<b>Over-all</b>	<b>10%</b>	<b>35.5%</b>	<b>54.4%</b>	<b>62%</b>

Student achievement of AYW High School Diploma Program is assessed through the Alternative Accountability System.

### **Alternative Accountability**

	Year 1 1996-1997	Year 2 1997-1998	Year 3 1998-1999	Year 4 1999-2000
Alternative Accountability	N/A	Need Peer Review	Acceptable	Acceptable
Average Credit Earned	N/A	3.7	4.7	5.45
Percent Passing All GED Sections Attempted	77%	82%	75%	77.82%
Completion Rate	70%	Not Required	Not Required	75.47%

In the first year of the High School diploma program, as systems were implemented and students adjusted schedules to the diploma program, the average number of credits earned by students did not meet the standard for an Acceptable rating. The following year, systems were improved and the average number of credits earned increased. Student achievement has steadily improved as the student's length of enrollment increased and as the project-based high school programs developed.

#### Future Plans

Improving TAAS scores: students will be grouped for the Test-Taking Strategies Class according to whether or not they have passed the TAAS. Those who have not yet taken the TAAS will be grouped, and those who have taken the TAAS and not yet passed will be grouped. These groups will receive individualized instruction in academic areas needing improvement. These classes will meet each day for up to thirty minutes.

Alternative Accountability: The AYW Charter School will continue to set high expectations for students, and maintain continuous improvement strategies.

#### **5 A.10. Describe how student evaluation results are used by the school to improve instructional programs.**

Student evaluation results are used by the school to improve instructional programs through the following process:

1. A comprehensive evaluation of the school programs and student achievement is completed. The comprehensive evaluation includes student evaluation results such as TAAS results, End-of-Course pass rate, and average number of credits completed per student.
2. A committee comprised of representatives from school faculty, administrators, students, board members, and parents reviews the comprehensive evaluation and makes recommendations for improvement to various school departments.
3. Individual departments develop sections for the school improvement plan. The teaching faculty of AYW addresses and develops strategies for improvement for student academic achievement.
4. The school improvement plan includes the comprehensive needs assessment, measurable performance objectives, identified strategies for student improvement, identified resources and staff, specified timelines for monitoring each strategy, and formative evaluation criteria.

Examples of changes that have occurred as a result of this process are: establishing the Test Taking Strategies Class, dedicating a part-time teacher position to creating TAAS materials and training teachers in successful TAAS strategies, and sending staff to science and math training workshops.

#### Future Plans

AYW will document its process for creating the school improvement plan to ensure consistency in the process from year to year.

**5 A.11. Describe professional development opportunities that will be offered to support the mission of the school.**

AYW operates on a year round schedule, currently structuring its Board-approved class calendars on three twelve-week sessions. Between sessions, staff participates in professional development training presented by either AYW staff or education professionals from the community. Staff development needs are determined on an individual basis through teacher conferencing with the Education Manager, on a program basis as new staff and new programs are developed, or targeted to meet specific needs identified through assessments such as the Academic Excellence Indicator System (AEIS). AYW teachers and staff are also sent to professional development workshops, as needs indicate and as funding allows.

Examples of staff development during the past year: Portfolio Development, AYW Policies and Procedures, Special Education, Technology Resources, ESL, and Service Learning.

Future Plans

AYW will continue to identify individual teacher and school-wide training needs and provide them for appropriate staff. At present, an area identified for training is Integrating Technology into the Curriculum. One AYW technology teacher has completed the Intel Teach to the Future Master Teacher training, and will be offering this 60 hour technology training to AYW teachers.

**5 B. Special Needs Students/Programs**

**5 B.1. Describe in detail how your school accommodates students with Special Education needs.**

The AYW Charter School's belief is that all children will achieve to their maximum potential. The AYW Charter School complies with all federal requirements to implement the Individuals with Disabilities Education Act and federal regulations to provide a free appropriate education, while respecting the confidentiality of all personally identifiable information.

Details of each element of AYW's Special Education program are discussed in ATTACHMENT #5.

The American YouthWorks Charter School is a founding member of the Charter School Special Education Co-op. This Co-op was established with the support of the Texas Education Agency Special Education Division and is the second charter school special education co-op in the nation to be established. The purpose of shared services arrangement is to allow existing charter schools to establish and maintain special education systems and procedures that meet the highest standard for serving the special education population; ensure that newly chartered schools will have the support needed to develop special education programs that meet the rigorous federal and state requirements; and provide a structure that reduces wasteful duplication by supporting shared resources.



**5.B2. Describe how your school meets the needs of children who qualify for other federal programs:**

AYW meets the needs of children who qualify for Title 1, Part A, Title II, Title IV, Title VI, and Section 504 as follows:

Title I, Part A: AYW received Title I, Part A funds for three years. AYW is identified as a Schoolwide program. The Title I funds have supported the position of one counselor who works with all students to address issues such as family issues, homelessness, absenteeism, and childcare, all of which can be barriers to school success.

Title II and Title IV: AYW is enrolled in the Region XIII Co-op for Titles II and IV. Through the Co-op, AYW staff attended training in several content areas, in particular, the areas of math and science. AYW also purchased materials to support curriculum in working with students who are at risk. Funds from these two sources combined equaled only \$2,179 in 1999.

Title VI: These funds equaled \$1,494 in 1999 and contributed to funding a counselor to work with the students enrolled in special education.

Section 504: AYW follows the requirements of Section 504 regulations. AYW provides for the needs of children who qualify for Section 504 by providing written assurance of nondiscrimination; the appointment of a 504 Coordinator; having an established grievance procedure; providing notice to students, parents, and employees on nondiscrimination; conducting childfind activities; providing annual notice; providing parents with procedural safeguards; providing free appropriate education; educating 504 students in the least restrictive environment; and establishing a 504 committee. Details and further information is provided in ATTACHMENT #6.

**5.B3. Describe how your school meets the needs of children who qualify for other state programs such as ESL, State Compensatory Education, Dyslexia, and Gifted and Talented:**

ESL:

American YouthWorks Charter School holds new enrollments every six weeks. Enrollees who speak a language other than English, as indicated by their Home Language Surveys, are tested in accordance with state law to determine which ones might benefit from English as a Second Language. Those whose test results indicate a probable need for ESL remediation may accept or waive this opportunity.

After new enrollments, the ESL Coordinator, the Education Director and a parent hold LPAC meetings in order to review information and determine which students would likely benefit from ESL assistance. Furthermore, they consider a number of factors central to students' needs:

- √ Time of day attending school (morning, afternoon, or evening);
- √ Academic goal (high school diploma or GED);

- √ Number of credits completed and courses needed for graduation, or proximity to attainment of GED;
- √ Proficiency level in English (beginning, intermediate, or advanced);
- √ Participation in the AmeriCorps program or other special program.

Students who choose to accept ESL assistance are served in one or more of the following ways:

- √ They are placed in small ESL classes with a certified ESL teacher;
- √ They are placed in context-rich ("hands-on") classes with teachers who have received on-site training in how to work with ESL students, and their progress is monitored by the ESL Coordinator;
- √ They are placed in classes with bilingual teachers who have received on-site training in how to work with ESL students, and their progress is monitored by the ESL Coordinator;
- √ They are given opportunities to work with tutors, including ones studying teaching ESL at academic institutions such as UT, or St Edward's, and their progress is monitored by the ESL Coordinator.

Each of these avenues gives students the opportunity to practice listening, speaking, reading, and writing skills in settings consistent with their needs. Emphasis is placed on context of the learning experience, with instruction reflecting the "real world" as much as possible. Examples of this include classes in Horticulture, Building Trades, and Integrated Physics and Chemistry, which involve demonstration by instructors and physical response by students. Also, state-of-the-art Computer Assisted Instruction is available through such programs as Active English I, II, and III; Accelerated English I, II, and III; Rosetta Stone I and II; Pronunciation Power; and English Language Learning and Instructional System (ELLIS) Intro, Middle, and Senior.

State Compensatory Education: State Compensatory Education is a program designed to improve and enhance the regular education program for students in at-risk situations. As a Charter School whose target population is dropout prevention and recovery, all elements of the education program are designed to improve and enhance the education experience for at-risk youth. The AYW School Improvement Plan process includes the required elements for the State Compensatory Education program, i.e., comprehensive needs assessment, measurable performance objectives, identified strategies for student improvement, identified resources and staff, specified timelines for monitoring each strategy, and formative evaluation criteria.

Dyslexia: If it is determined that a student who has been identified by teachers as having difficulties in reading, writing, and spelling and is not progressing academically in the remedial programs of the school, the student will be referred to AYW's Special Education Coordinator for consideration of further evaluation in the areas of dyslexia and related disorders. AYW follows the requirements for identification and placement into a Dyslexia Instructional Program.

Gifted and Talented: To date, AYW has worked individually with students who have exhibited unusual gifts and talents. Education plans for such students have been

individually devised to maximize the learning opportunities for the student's unique talents and gifts. Some students have been placed in apprenticeships and internships related to their areas of interest. AYW will develop a specific Gifted and Talented program in 2001-2002.

**5 B.4. Describe how your school identifies and provides educational support for students who are identified as being at risk of dropping out of school as defined in TEC 29.081 (d).**

The mission of the AYW Charter School is to work with students who have dropped out of traditional public school or who are at risk of dropping out. AYW works closely with drop out prevention specialists employed by local area high schools to receive referrals of students identified as being at risk. All programs at AYW are designed to engage students who have not been successful in a traditional classroom setting. Research shows that hands-on applied learning in a project-based education setting is successful with recovered dropouts and those at risk of dropping out.

During the enrollment process at AYW, all students are administered the Test of Adult Basic Education during the enrollment process. Students identified as performing below 6<sup>th</sup> grade in reading or writing will be scheduled to receive additional support in these areas. This may take the form of Math Tutorial or Algebra Support classes, individual tutoring, Reading classes, or small group work.

AYW provides daily instruction in test taking skills and basic education skills for all students who have not taken the TAAS test or have taken the TAAS and not successfully passed.

In addition, the AYW Charter School has a strong counseling team. Counselors provide case-management and support to students whose personal lives create barriers to academic success.

**5 B.5. Describe the programs offered for the charter school to support other student activities (athletics, publications, clubs, and organizations). Describe whether any agreements have been entered into or plans developed with other public or private agencies for the provision of student activities.**

Most AYW student activities are developed through Service Learning Projects. These activities change over time as Service Learning Projects are completed and new ones begin. Service Learning addresses a community need, and consequently community partners in Service Learning projects are identified specific to the projects. An example of a Service Learning Project that resulted in several off-campus activities is from AYW's WaterWorld Class. Possible credits in this class included Aquatic Science, Environmental Systems and Physical Education (Canoeing). While engaged in water quality monitoring in Town Lake as part of the aquatic science curriculum, students learned canoeing skills and eventually formed a Canoe Racing Team. The students in this particular class also expressed an interest in camping. They arranged to participate in several weekend long Central Texas River clean-ups, including the Palmetto State Park River Clean-up that resulted in the re-opening of the park after

flooding. Partners in this project included the Texas Paddlers Association, Lower Colorado River Authority, Texas Natural Resource Commission, and the Texas Parks and Wildlife Department.

Though these and similar activities, it is the goal of AYW to help young people experience and develop activities that lead to life-long interests and healthy lifestyles.

Student clubs are generated from student interests brought forth to the Student Policy Council. Examples of clubs include art, creative writing, Spanish, hip-hop, rap, and gardening. Clubs change over time as student interests change.

AYW partnership agreements entered into with other public or private agencies for the provision of student activities are only to the extent that the partnership supports and enhances student learning.

### **5 C. Admissions Policy**

#### **5 C.1. Describe the timeline used for admitting students, including the process for the admission lottery for students.**

The admissions process at AYW takes approximately three weeks, from initial contact to final enrollment. The applicant must attend an information meeting, take the Test for Basic Education (TABE), complete a Home Language Survey, and meet with a counselor. At the information meeting, applicants and their parents or guardians learn about the various AYW programs, the enrollment steps, and are provided a list of required documents to submit for student enrollment. At the counselor meeting, the applicant completes an interview packet and the counselor sets the applicant's enrollment date. Once the applicant has completed all the steps toward enrollment, their final enrollment in the Charter School is based on space availability. As space becomes available, applicants who have completed the steps to enrollment are selected at random from the waiting list.

#### **5 C.2. Explain how these policies further the mission of the school in a non-discriminatory fashion.**

AYW's mission is: *To empower individuals to become productive, self-sufficient citizens through a holistic approach incorporating the arts, innovative learning, personal development and economic opportunities.* Neither the AYW corporation nor any of its programs or projects discriminates on account of gender, race, color, age, national origin, religion, disability, sexual orientation or familial status. AYW follows Texas Education Code Chapter 12, Section 111, Number (6): (...charter must not...) prohibit discrimination in admission policy on the basis of sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the child would otherwise attend in accordance with this code..".

AYW does not discriminate against students who have a record of involvement with the criminal justice system.

Enrollment in the Charter School is based on space availability and if the applicant has completed all the steps for enrollment. Applicants who are under age 16, or over age 21, are referred to other AYW programs or programs in the community.

## 6. SCHOOL DEMOGRAPHICS

**6 A. Describe the school's enrollment projections for the next five years. Describe the school's maximum enrollment goal, grades to be served, the number of students expected in each grade or grouping, and the maximum class size allowed.**

The State Board of Education approved The AYW Charter School amendment request to enroll a maximum of 750 students, to be effective school year 2001. As the existing AYW buildings are improved and classroom space increases, the AYW Charter School will incrementally increase enrollment over the five-year period.

As a school dedicated to preventing and recovering dropouts, the AYW Charter School will enroll youth, ages 16-21, serving grades 9-12. The majority of AYW students are older than their peers in the traditional public school system due to having been out of school, or having been retained. AYW is a "non-graded" school. Each student's progress is measured through accrual of credits towards graduation for those in the High School Diploma Program, and through GED attainment for those in the GED program.

Maximum class size will average 18 students per class. Classes may be combined for team teaching and may have as many as 36 students in one class with two teachers. In our most recent year of operation, 64% of AYW students were minority students.

### Demographic Distribution According to Ethnicity

	Year 1, 96-97	Year 2, 97-98	Year 3, 98-99	Year 4, 99-00
Hispanic	58%	57%	51%	44.5%
Anglo	19%	28%	30%	36%
African American	23%	13%	16%	18.4%
American Indian	.05%	1%	3% combined	.3%
Asian	0%	1%	3% combined	.6%

**6 B. Describe the community or region where each campus of the school is, or will be located.**

Located in central downtown Austin, the school is within walking distance of several museums, art galleries, parks, the State Capitol and Town Lake. Classes include frequent field trips to enrich the curriculum and to encourage the students to participate in the culturally rich downtown area.

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The central location of the school allows easy access for students from the entire Austin/Travis County area. The school is located two blocks from the central downtown bus exchange, providing each student equal access to transportation.

The AYW Charter School is physically located within the boundaries of the Austin Independent School District. Six out of ten AISD High Schools received ratings of Low Performing in 1999-2000, primarily due to their high drop-out rates. AYW works closely with AISD to identify and recover dropouts from the AISD.

### 7. GEOGRAPHIC BOUNDARIES AND STATEMENTS OF IMPACT

**7 A.** The AYW Charter School will enroll students from the central Texas area, including Bastrop, Caldwell, Hays, Travis and Williamson counties. See ATTACHMENT #7 for map.

**7 B.** School districts from which AYW will accept transfer students and districts affected by AYW Charter School are as follows:

Austin ISD	Leander ISD
Bastrop ISD	Lockhart ISD
Coupland ISD	Manor ISD
Del Valle ISD	Pflugerville ISD
Dripping Springs ISD	Round Rock ISD
Eanes ISD	San Marcos ISD
Hays Cons SD	Wimberly ISD
Lake Travis ISD	

**7 C.** All Statements of Impact were mailed according to application instructions by the date designated. ATTACHMENT #8.

### 8. COMMUNITY SUPPORT

**8 A.** Provide information on the manner in which community groups are involved in the charter school renewal process and describe future plans.

The AYW Charter School is the education program of the American YouthWorks, a community-based organization with more than twenty years' history working the central Texas community. The following steps were taken to ensure that community input was included in the charter school renewal application.

√ AYW designed the education plan for the Renewal Application after a series of focus groups with staff, parents, students and community members. Focus groups were held over a period of three months during the spring and summer of 2000.

√ AYW maintains a dialogue with community partners about the needs of the Central Texas area through AYW contracts (see 8.B below). Representatives from each partnership named will be invited to the community-wide renewal application review.

√ The AYW Board of Directors consists of community members. Input from the Board is incorporated into the school education plan.

Future plans: AYW will continue to reserve positions on the Board of Directors for community members. In addition, an Industry Advisory Council will be formed to provide input on the design and implementation of the Industry Cluster areas to be implemented over the next five years. The Advisory Council will ensure that the context and content of the AYW Clusters are responsive to industry standards for each area.

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

American YouthWorks actively seeks partnerships with local, state, and national partners to enhance services to students. Current collaborators include:

**National Corporation for Volunteerism and Community Service (AmeriCorps)**

AYW is home to the Casa Verde Builders and Environmental Corps AmeriCorps programs. AYW encourages Charter students to enroll in the AmeriCorps programs while completing their high school education.

AYW has also been identified as a site for two additional AmeriCorps members through LifeWorks, an Austin area non-profit organization. One of these volunteers will tutor AYW Charter students and the other will act as health assistant in AYW's on-site RGK Downtown Center for Adolescent Health.

**Volunteers in Service to America (VISTA)**

AYW is in its third year of being a VISTA site. Each year, the VISTA program places eight to ten volunteers at AYW as a sponsoring agency to assist in program development and expansion. One VISTA position is reserved to focus on Family Involvement in the Charter School.

**YouthBuild USA**

AYW is an affiliate of the national YouthBuild USA organization which promotes education and construction training programs for youth across the county.

**People's Community Clinic (PCC)**

PCC is a local non-profit health organization that provides health services to AYW youth at the RGK Downtown Center for Adolescent Health. Services are focused on preventive health measures such as immunizations, vision and hearing screenings, individualized information on healthy lifestyle choices, nutritional counseling, and general medical services. PCC provides a Physician's Assistant, Medical Social Worker and Health Educator two days a week. The RGK Downtown Center for

Adolescent Health is the proud recipient of the year 2000 Excellence in Texas School Health award, through the Texas Department of Health.

#### **University of Texas School of Social Work**

AYW has a long-standing partnership with the UT School of Social Work. Every year, several Masters and Bachelor's level Social Work students are placed at AYW as interns. The Social Work interns work under the supervision of AYW's Masters level field instructor to provide counseling and case management to the AYW students.

#### **Local area colleges such as: St. Edwards University, Huston/Tillotson, Southwest Texas State University, and Austin Community College.**

AYW has on-going relationships with local colleges to serve as a site for interns. For example, Psychology and Counseling majors from St. Edwards and Southwest Texas State Universities completed internships at AYW, and Business majors from St. Edwards University completed administration and planning internships at the AYW Charter School. The AYW Charter School was the subject of a master's thesis in public education. The completed thesis, Assessing Service Learning Using Pragmatic Principles of Education: A Texas Charter School Case Study, was awarded first in its class in a national competition and was presented at a national conference in Virginia in October 2000 (thesis available upon request from the AYW Charter School).

AYW has an Articulation Agreement with Austin Community College to allow students to receive credit in escrow at ACC for their work in the Casa Verde Program. AYW staff is currently working with ACC to establish an Articulation Agreement in the area of Multi-media.

#### **City of Austin and Travis County CAN (Community Action Network).**

The AYW Charter School has a contract with CAN to provide dropout recovery services and employment training to our community's most at-risk youth.

#### **Texas Workforce Commission**

Though a contract with the Texas Workforce Commission, AYW formed a partnership with the Austin Area Urban League, Communities in Schools and Goodwill (the fiscal agent) to provide dropout recovery, education and employment readiness to those deemed most in need.

#### **Pervasive Software Corporation**

This prestigious software company "adopted" AYW and provides technical resources and funding for the school's programs.

#### **Austin Area Charter School Special Education Co-op**

AYW acts as the Fiscal Agent for the newly formed Austin Area Charter School Special Education Co-op. The Co-op provides assistance to area charter schools to ensure that all are meeting the requirements of special education law.

See letters of partnership in ATTACHMENT # 9.



**8 C. Notice of Intent to Apply for Renewal of Open-Enrollment Charter School.**  
See ATTACHMENT # 10 for copy of publicized notice.

**8 D.** The public hearing notification and hearing minutes is included in ATTACHMENT # 11.

## 9. HUMAN RESOURCE INFORMATION

**9 A. Describe your human resources policies as applicable governing salaries, contracts, hiring, and dismissal, evaluation, sick and other leave, and benefits.**

Salaries: Staff salaries at AYW are commensurate with experience and educational background. As of September 1, 2000, the teacher salary at AYW starts at \$27,000. Salary increases are based on yearly supervisor evaluations through a standard performance evaluation.

Hiring: AYW seeks to develop the most talented, creative, and committed staff by attracting highly qualified, motivated individuals who both mirror and inspire the diversity of participants and the community. AYW follows the Equal Employment Opportunity guidelines and strongly encourages all qualified persons to apply. AYW also supports development of employees through promotions. All positions are posted in-house for three days prior to public posting. No applicant will be hired without a statewide criminal background check.

Dismissal: All employees of AYW are considered "at-will" employees, meaning the employee is free to resign at any time, with or without cause. In the same way, AYW retains the right to terminate any employee at any time, with or without cause, as long as there is no violation of applicable federal or state law. The relationship between employee and AYW is for an indefinite and unspecified duration of time, at the mutual consent of the employee and AYW.

Benefits: AYW has an excellent benefits program. Full time regular employees receive health insurance, maternity/paternity leave, and bereavement leave. Full and part time regular employees receive sick, vacation, holiday (mostly synchronized with the AISD calendar) and Employee Assistance Program benefits.

See the AYW Employee Manual for details concerning employment and benefits as ATTACHMENT # 12.

**9 B.1. Administrators notarized Affidavits.** ATTACHMENT # 13.

**9 B.2. Powers and duties**

**9 B.2.a. Name the school's CEO. Describe the chain of command (attach organizational chart).**

The Chief Executive Officer and Founder of the sponsoring entity, American YouthWorks, is Richard H. Halpin. Mr. Halpin is the Superintendent of the AYW

Charter School. He is a member of the AYW Board of Directors and the Charter School Board of Directors.

Mr. Halpin directly supervises the Charter School Director and Chief Financial Officer. The Charter School Director supervises the Education Manager, Volunteer Coordinator, Curriculum Specialist, Career and Workforce Development Coordinator, Management Information Systems Coordinator and Health Services Coordinator. The Education Manager supervises the teachers and the Special Education Coordinator.

In addition to supervising the Finance Department, the Chief Financial Officer supervises the AmeriCorps programs, technology programs, and counseling team (see Organizational Chart, ATTACHMENT # 14).

**9 B.2.b. Job description for CEO, school academic director, financial director, and other administrative personnel.**

The job descriptions for Richard H. Halpin (CEO/Founder), Rebecca Benz (Charter School Director), Connie Gooding (Education Manager), and Zachary Lynde (Chief Financial Officer), are included as ATTACHMENTS #15.

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

American YouthWorks Charter School staff consists of experienced, certified teachers as well as non-certified educators experienced in working with at-risk populations. The non-certified educators have either taught in a private school, college, or university, or are experts in their field of business or other area. Project-based facilitators have a minimum of two years of experience in their specific training field.

**9 C.2. Describe the staff size and the teacher-to-student ratio.**

American YouthWorks Charter School employs full-time teachers to maintain a teacher-to-student ratio of 1:18. Most classes have much smaller ratios because the Charter School is able to access the teaching resources of the sponsoring entity, American YouthWorks. These "Associate Teachers" are not included in the full-time teacher total. For example, the American YouthWorks Manager of Health Services, a health educator with ten years experience working with teens in the area of teen health issues, teaches the Health class. Several elective classes, such as the Parenting class and Individual and Family Life class, are taught by AYW's counseling team. These "Associate Teachers" allow most of AYW classes to maintain a smaller teacher-to-student ratio with 8 to 14 students in each class. All "Associate Teachers" have a minimum of a bachelor's degree and education/experience specific to the topic taught.

**9 C.3. Job descriptions of all Charter School faculty & staff**

In the ATTACHMENT section, AYW provides a standard job description for all Teachers, Counselors, Receptionists, and Employment Training Specialists. The ATTACHMENTS also include a job description for individual Charter School faculty and

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staff including the: Coordinator of Counseling Services, Registrar, Intake Specialist, Management of Information Coordinator, Information Specialist, Special Education Coordinator, Special Education Program Assistant, Health Services Coordinator, Curriculum Specialist, Program Assistant, Volunteer Coordinator, and Workforce Development Coordinator. (see ATTACHMENT #16)

### **9 D.1. Describe in detail your school rules or guidelines governing student behavior.**

The AYW school rules are called Pro-Community Expectations. This set of rules was originally crafted over six years ago by a team of counselors and students. The Pro-Community Expectations are reviewed annually by a team of counselors and students to ensure that they are compatible with school safety and public law. (see ATTACHMENT # 17.)

### **9 D.2. Describe the school's policies regarding student expulsion and suspension. Include a description of procedures that satisfy due process requirements.**

Behaviors that may result in suspension or expulsion are identified in the Pro-Community Expectations.

#### Suspension:

Counselors have the authority to suspend students for up to three days. Parents are notified. Prior to re-entering classes, students are required to meet with the counselor to establish a contract for expected behaviors, and identify consequences if the student chooses not to follow agreement.

#### Expulsion:

1) Students choosing to not follow Pro-Community Expectations or follow attendance expectations will meet with a counselor. If appropriate, an attendance or behavior contract will be signed. Parents will be notified. Students choosing to not follow the contract agreement may be expelled. The student may reapply in six months. If special conditions existed at the time of dismissal all conditions must be satisfactorily completed (counseling, anger management, etc.). To reenroll, students must set an appointment for an interview with Coordinator of Counseling Services or the Education Manager. After notification of acceptance, students must follow the established intake procedure and may begin school at the next enrollment date.

2) Students who chose to engage in behavior that is of immediate danger to others will be suspended immediately. Parents will be notified. Within two working days, a meeting will be held with the student, parent, counselor, and Education Manager or School Director. A review of circumstances will be completed, and consequences determined.

Possessing a gun at school, physical assault against staff, or selling illegal drugs at school will result in expulsion. Students expelled for these reasons are not eligible for re-enrollment.

Special Education Students: The AYW Special Education Coordinator is consulted regarding discipline for any student enrolled in special education to ensure compliance with all rules and regulations regarding special education.

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

It is the policy of American YouthWorks Charter School that students are expected to attend school every day that school is in session. Students are expected to be responsible for their own promptness and attendance. This expectation is made with the understanding that promptness and attendance will be expected of the student in any further training, college or in any workplace.

Students receive credit in a class only after they have successfully completed all academic material. Consequences for absences will be identified in writing to all students on the first day of each class session. The definition of excessive absences will also be provided in writing to all students on the first day of each enrollment session. Consequences may include, but are not limited to: missed breaks, counseling, credit not awarded, school service, attendance contacts, and/or dismissal.

**10. Business Plan**

**10 A. Financial Plan**

**10 A.1.** A copy of the current year's budget with revenues and expenditures is included as ATTACHMENT #18.

**10 A.2.** A one-year projected budget covering all projected sources of revenue is included as ATTACHMENT # 19.

**10 A.3.** The AYW business procedures are presented in ATTACHMENT# 20.

**10 A.4.** A copy of the of the current monthly budget status report to the Board of Directors is included as ATTACHMENT # 21.

**10 A.5.** A description of the financial accounting and payroll accounting system and the system's capacity to use PEIMS. (see ATTACHMENT # 22)

**10 A.6.** A copy of the most recent annual financial audit report is ATTACHMENT # 23.

**10 B. Facility Management**

**10 B.1. Description of and address for the physical facility.**

AYW completed construction of its 18,015 square foot building in August 1999. A model structure for energy efficiency, the three story building located at 216 East 4th

street houses AYW's administrative offices, the RGK Foundation Downtown Center for Adolescent Health, the American YouthWorks Career Resource Center, three state-of-the-art computer resource labs, and other classrooms.

The AYW Charter School utilizes the adjacent warehouse, located at 204 East 4<sup>th</sup> Street. The first floor includes staff and faculty offices and eight designated classrooms. The basement of the warehouse is utilized as space for student records and equipment storage.

The school is also located at 422 North Congress, 101, 103 and 105 West 5<sup>th</sup> Street. These addresses are at the corner of Congress Avenue and 5<sup>th</sup> Street in the center of downtown Austin. The structure at 422 Congress is a two-story building with a useable basement. The three addresses on West 5<sup>th</sup> Street are former storefronts and have been used as classrooms.

All AYW school buildings are within two blocks of each other.

**10 B.2. Describe special use areas of the facility including playground/athletic areas, cafeteria, laboratories, general assembly areas, library, etc.**

The Charter School buildings contain an area for breakfast, a reading room filled with books donated by the community, a theater, a cabinet wood-working shop, a dedicated space for the science lab, a dedicated space for the physics lab containing the Cambridge Physics materials, a fully equipped MultiMedia Studio, computer labs, and additional classrooms.

AYW is located in the heart of downtown Austin, within walking distance of several museums, art galleries, parks, the state capitol and Town Lake. Classes include frequent field trips to enrich the curriculum, and to encourage the students to participate in the culturally rich downtown area activities.

**10 B.3. Discuss any progress, partnership developments or future steps towards acquisition of a facility/land.**

American YouthWorks has convened a Planning Committee to work with Architect Tom Hatch to design a remodeling of the warehouse facility. The Planning Committee is also developing funding plans for this project. Partners for the completed new building next-door at 216 E. 4<sup>th</sup> Street included the Economic Development Administration, the City of Austin, Travis County, and the RGK Foundation.

**10 B.4. Attach copies of lease agreement, deeds, or purchase agreements as applicable.**

ATTACHMENT # 24.

**10 C. Student Attendance Accounting**

The AYW Charter School has established procedures to collect attendance data and enter the data into PEIMS. Teachers collect class attendance and submit daily

attendance rosters to the AYW Management Information Services (MIS) office. The AYW PEIMS specialist enters all required PEIMS information, including attendance, into the PEIMS software program supplied by Region XIII. Region XIII PEIMS Specialists provide technical assistance and training to the AYW Charter School as needed. The school provides Region XIII and the Texas Education Agency with timely reports of all information required by the PEIMS, according to the state mandated schedules.

The AYW Charter School is open from 8 a.m. to 9 p.m. Monday through Thursday, and from 8 a.m. to 5 p.m. on Friday. Saturday school is offered to the evening students several times a year to ensure that the full 180 instructional days are offered. This schedule is designed to accommodate the needs of our student population. Many of the young adult learners at AYW are responsible for their own livelihood and must coordinate work schedules with school. Each student has a minimum schedule of four instructional hours per day. Students co-enrolled in AYW's AmeriCorps program (Casa Verde Builders or the Environmental Corps) are enrolled for 8 hours each day. Each teacher is employed to work a 40 hour work week, and is expected to teach at least 6 hours per 8 hour work day.

A current school year calendar and the PEG policy is in ATTACHMENT # 25.

#### **10 D. Transportation and Food Service**

##### **10 D.1. Describe transportation provisions, if any, for students served by the charter school.**

Students who live more than two miles from the school have access to free monthly metro bus passes through AYW. They sign for the passes and their names are sent to the Accounting Department. Students may obtain a one-way bus pass from an AYW Receptionist.

##### **10 D.2. Describe the provisions for food service, if any, for students served by the charter school.**

AYW follows the rules and regulations of the Child Nutrition Program. The Child Nutrition Program was audited in 1999 and found to be in compliance. Every school day, from 7:30 a.m. to 8 a.m., breakfast is offered. Students are informed about the breakfast program during homeroom during the first week of school.

#### **10 E. Describe methods to be used to attract students to the charter school.**

AYW has four primary means of attracting new students:

1. With a long history of working with at-risk youth in the Austin area, the AYW Charter Schools primary means of attracting students to the school is word-of-mouth. Students tell others about our school.
2. AYW works closely with drop out prevention specialists employed by the surrounding district to ensure that students identified as dropping out will be referred to AYW.

3. AYW collaborates with community-based organizations who work with similar populations to ensure that the education needs of this population are met.
4. AYW has a full time Outreach Specialist position.

## 11. GOVERNANCE OF THE SPONSORING ENTITY

### 11 A. Profile of the board members of the sponsoring entity.

#### 11 A.1. Describe the members of the governing board of the sponsoring entity, etc...

The AYW Board of Directors, who are volunteers from the community, is working with the Charter School Board to apply for the charter renewal. All names, backgrounds and experiences of individuals on the AYW Board and individuals on the Charter School Board are included in the Notarized Biographical Affidavits. References for each are attached, see ATTACHMENT # 26.

#### 11 A.2. Notarized Biographical Affidavits

Notarized Biographical Affidavits for each member of the governing board of the sponsoring entity are attached. See ATTACHMENT #27.

**11 A.3.a.** The designated officer positions are Chair, First Vice Chair, Second Vice Chair, Secretary and Treasurer.

**11 A.3.b.** Annually, the AYW Board Chair appoints a Nominating Committee comprised of members of the Board of Directors. The Nominating Committee prepares and submits nominations to the Board at its annual meeting for the offices due to expire or become vacant. Officers are elected at the last meeting before the end of the fiscal year, or at a special meeting called for that purpose, by a majority vote of the Board of Directors present. Officers may be removed for cause at any time during his or her term of office by a majority vote of the Board of Directors present at a regularly scheduled meeting, or a special meeting called for that purpose.

**11 A.3.c.** The members of the Board of Directors are selected and removed in the same manner as the board officers stated above in **A3.b**.

**11 A.3.d.** If a vacancy occurs during the term of the office for any elected officer, the Board of Directors shall fill the vacancy in the same manner provided for the election at an annual meeting.

**11 A.3.e,f.** The term of the AYW Board of Directors other than the Founding Director is three years at 33% staggered intervals. The Founding Director is a permanent member and can be removed from the Board upon a majority vote of the total Board of Directors.

**11 A.4. Describe the manner in which the governing board will conduct textbook selection.**

The governing board recommends that teachers select textbooks from the TEA textbook library. The AYW Education Manager approves all textbooks selected.

**11 B. School Management Board of Directors (if different from sponsoring entity board).**

The Charter School Board of Directors is a discussion and recommending body. It does not have decision-making authorization. All actions requiring Board approval are made by the AYW Board of Directors based on recommendations of the Charter School Board.

**11 B.1.** Notarized biographical affidavits for all school board members are in ATTACHMENT # 28.

**11 B.2.a.** The Charter School Board has one designated officer position, the Board Chair. The Board Chair is also a member of the sponsoring entity Board of Directors. He is responsible for facilitating Charter School Board meetings, and is responsible for reporting to the sponsoring entity Board of Directors at their monthly meeting.

**11 B.2.b.** The Charter School Board Chair is nominated by the CEO of the sponsoring entity and approved by the sponsoring board Chair. Nominees for the Charter School Board Chair are drawn from the sponsoring entity Board of Directors. The Charter School Board Chair can be removed from office based on the recommendation of the sponsoring entity CEO, with approval by the sponsoring board Chair.

**11 B.2.c.** Members of the school management body are selected by nomination and approved for membership by a majority vote of the Charter School Board. Members may be removed from office through recommendation to the Charter School Board Chair, and approved by a majority vote of the Charter School Board.

**11 B.2.d.** Vacancies on the school management board are filled through nomination and approval by a majority vote of the Charter School Board.

**11 B.2.e.** The terms for which members of the school management body serve are indefinite.

**11 B.2.f.** Terms are not staggered. Rotation of membership occurs naturally as students graduate, parents of graduating students resign, teachers take on additional responsibilities in other areas and request to resign their board position, and so on.



## **11 C. Governance Structures and Processes**

### **11 C.1. Describe the steps taken to maintain continuity between the founding coalition's vision and future governing boards.**

The American YouthWorks Charter School is the education program of American YouthWorks, a national model, 501 c (3) non-profit organization based in Austin, Texas. AYW's mission is to empower individuals to become productive, self-sufficient citizens through a holistic approach incorporating innovative learning, personal development, the arts, and economic opportunities.

American YouthWorks has been successfully operating since 1976, and has well established policies and procedures for the operation of the Board of Directors.

### **11 C.2. Describe the rolls and responsibilities of the boards.**

The AYW Board of Directors (sponsoring entity) makes decisions affecting the AYW Corporation, the Charter School and the Charter School Policies. The Charter School Board consists of the Executive Committee of AYW's Board of Directors (the sponsoring entity), the Charter School Director, one teacher, one parent, and one student. The Charter School Board of Directors is a discussion and recommending body and all actions requiring official Board approval are made by the sponsoring entity Board of Directors based on Charter School Board recommendations.

### **11 C.3. Describe the procedures for receiving and responding to complaints from both parents and employees.**

Occasionally a participant or parent has a conflict with some aspect of the program at AYW. The following steps are in place so that the complaint will be addressed in a fair and timely manner.

1. The student or parent is encouraged to resolve the conflict with the person against whom there is a grievance.
2. If the conflict is not resolved directly, the student or parent will discuss the problem with an AYW counselor.
3. If a resolution is not achieved, or if the student or parent is not satisfied with the resolution, he/she will submit a written account of the grievance to the Charter School Director. After a copy of the complaint is received, an informal conference will be scheduled within five working days. This meeting will give all parties an opportunity to resolve the complaint. AYW encourages resolution of the complaint prior to the conference.
4. Complaints not resolved through the meeting with the Charter School Director will be forwarded to the AYW Charter School Superintendent. The superintendent will review the complaint and meet with all parties concerned within 3 working days.

If the conflict is not resolved to the student or parent's satisfaction, he/she may appeal to the AYW Charter School Board of Directors. Request to be on the Board agenda must be made in writing one week prior to the Board meeting.

## APPLICATION

The American YouthWorks Charter School is committed to working with our students and parents in a partnership that supports students' education and growth.

Employees follow the grievance procedures provided on page 18 of the Employee Manual (see ATTACHMENT #12)

### **11 C.4. Describe steps taken to facilitate a productive relationship between administrators and teachers.**

The Charter School Director, Education Manager and teachers attend a regularly scheduled weekly meeting to share information and discuss issues related to the education program of the school. Counselors and Employment Specialists also attend to ensure that communication among the several program areas is strong. Teachers play an important role in the continuous improvement of the school. They are frequently asked to participate in committees such as: committees for interviewing new staff, developing new programs, participating on grant-writing teams, and providing input on schedules of classes.

In addition, at the board level, one position on the Charter School Board of Directors is reserved for a teacher.

### **11 C.5. Discuss the nature of parental and student involvement in decision-making matters.**

A significant portion of AYW students are young adults, living away from parents, working and raising families. Because of this, AYW makes special effort to provide opportunities for student input in decisions related to the school. Parent and student involvement is encouraged at all times. Opportunities for involvement include:

Student Policy Council: The AYW Student Policy Council meets weekly to provide input on issues related to the school. Policy Council Members participate on interview teams for new staff, review and provide input into policies that go before the board, bring forth student-raised issues, and plan student activities. Policy Council membership is open to all students willing to make a commitment to actively participate on the council.

Site-based decision making committee: The site-based decision-making committee of the charter school includes parent and student members.

Charter School Board of Directors: One position on the board is reserved for a student and one position on the board is reserved for a parent.

It is the intention of the school to encourage parent involvement by establishing a parent/school agreement in which parents will agree to participate at the school for up to a Board-determined number of hours per year. Students who are emancipated will be responsible for their own hours of school participation. Opportunities for

participation will include attendance at board meetings, parent meetings, assisting in classroom and participating on fieldtrips.

**11 C.6. Specify the extent to which any private entity is involved in the operation of your charter school.**

No private entity is involved in the operation of the AYW Charter School.

**12. EVIDENCE OF ELIGIBILITY OF SPONSORING ENTITY**

**12 A. Statement describing sponsoring entity**

American YouthWorks (AYW), formerly called the American Institute for Learning, is a 501(c)(3) non-profit corporation that provides services to Austin's most under-served youth: youth who drop out of school, are involved with gangs and crime, and become parents too early in life. It began as a jail literacy program in 1976 and was the first program in Austin to recognize the needs of individuals neglected by the educational system. AYW established Austin's first program to serve high-school dropouts and was the first to offer undereducated youth and adults an opportunity to earn a GED.

In 1996 AYW became one of Texas' first generation Open Enrollment Charter Schools. Through its innovative programs, AYW continues to stay on the cutting edge of "at-risk" (at-risk) youth education. AYW employs experienced teachers and counselors to strengthen student success and provides medical care and services to students through its on-site RGK Foundation Downtown Youth Center for Health. Its Career Resource Center provides career preparation classes, college enrollment information, career information and job placement for current and past students of AYW. The organization attracts unique and creative staff and volunteers who care deeply about the students. AYW's mission is: *To empower individuals to become productive, self-sufficient citizens through a holistic approach incorporating innovative learning, personal development and economic opportunities.*

**12 B. Attach copies of the 501c(3) determination letter from IRS, Articles of Incorporation of sponsoring entity and bylaws of sponsoring entity.**

501c(3) determination letter from IRS, Articles of Incorporation, and Bylaws of sponsoring entity. (ATTACHMENT # 29)

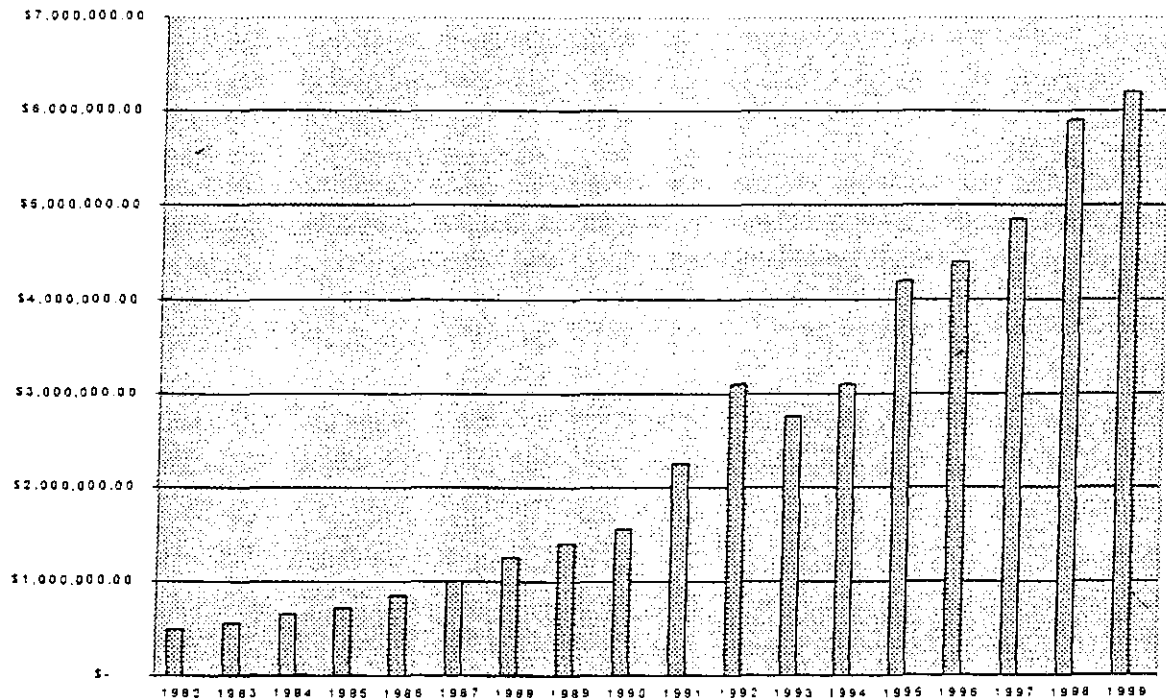
**12 C. History of sponsoring entity**

**12 C.1. Financial history of the entity**

American YouthWorks began as American Institute for Learning, incorporated in 1981 as a non-profit Texas 501(c)(3) corporation dedicated to serving the needs of out-of-school, at-risk, or as we call them, at-risk young people of Austin, Texas. It was

the first program for out-of-school youth in Travis County and the first to celebrate the initiative and the promise of these young people throughout our county. The program not only started a learning center for at-risk youth, but it also urged the local school districts to keep better track of the young people themselves and responded to many requests from public policy makers on the issue of out-of-school youth.

Early funding sources included: the City of Austin, Travis County, The Meadows Foundation, The RGK Foundation, IBM Corporation and Apple Corporation. Those are examples of the private sector and the public sector sponsors of this effort. From 1981 to 1987 the agency had a financial history of operating below \$1 million. From 1988 to 1990 the agency's operating budget reached a little over \$1 million. Since 1991, it has operated at \$2 million or higher annual budget. The population of participants has increased from below 100 in 1981 to a population of close to 800 per year, approximately 500 of whom enroll in the charter school.



The agency's increase in funding resulted from major support of the Private Industry Council and later variations of the Workforce Act. The American YouthWorks Board of Directors has always played a key role in sound fiscal review and management. The agency has always had CPA's on the board who have volunteered in the role of treasurer, and as in the current position, chairman of the board. A demand for fiscal acuity, strong fiscal management and rigorous attention to details has been a hallmark of the financial business of the agency.

AYW receives approximately:

- 43% of its funding from federal sources,
- 34% from state sources,
- 10% from city and county sources, and

- 13% from foundations, corporations and individual donors.

92% of these funds go toward direct services, 8% goes to overhead and indirect costs.

**12 C.2.** Letter of Credit ATTACHMENT # 30.

**12 C.3.** Most recent IRS filing as ATTACHMENT # 31.

**12 C.4. Disclosure of any liens.**

American YouthWorks has liens in three areas:

1. Charter School: There is a lien on the property located at 216 E. 4<sup>th</sup> Street and a lien on the property at 422 Congress.
2. The sponsoring entity, American YouthWorks also operates a separate division called Greenbuild. Greenbuild employs graduates to work on constructing energy efficient housing. These houses are sold with the profits returning to AYW to support programs. Properties purchased for Greenbuild have liens placed against them during construction as required by the City of Austin and the Community Housing Development Organization. These liens are removed prior to sale of the houses.
3. American YouthWorks operates a transitional housing program and has several houses in the community that have liens against them to secure the mortgage. This program provides housing for the homeless.

**12 C.5. Litigation history.**

American YouthWorks has no history of litigation.

## ATTACHMENTS

APPLICATION

1. Service Learning Innovative Course Approval.....	1 (1)
2. Structure Of Classes - Paper Trails .....	1 (1)
3. Course Catalog .....	5 A.1.
4. E-Corps Innovative Course Approval .....	5 A.2
5. Details Of AYW Special Education .....	5 B.1.
6. Section 504 .....	5 B.2.
7. Map Of Geographic Boundaries .....	7 A.
8. Receipts From Post Office, Statement of Impact Mailing .....	7 C.3.
9. Partnership Letters (~10) .....	8 B.
10. Notice Of Intent Proof of Publication .....	8 C.
11. Hearing Minutes, Proof Of Publication .....	8 D.
12. Employee Manual .....	9 A.
13. Affidavits For Administrators .....	9 B.1.
14. Organizational Chart .....	9 B.2.a.
15. Job Descriptions For CEO, Academic & Financial Directors .....	9 B.2.b.
16. Job Descriptions For Staff & Faculty .....	9 C.3.
17. Pro-Community Expectations .....	9 D.1.
18. Current Years Budget .....	10 A.1.
19. One Year Projected Budget .....	10 A.2.
20. Business Procedures .....	10 A.3.
21. Current Monthly Budget Status Report .....	10 A.4.
22. Financial and Payroll Accounting Description .....	10 A.5.
23. Most Recent Financial Audit .....	10 A.6.
24. Lease Agreement, Liens Deeds .....	10 B.4.
25. A Current School Year Calendar and Peg Policy .....	10 C.
26. Reference List For AYW Governing Board .....	11 A.1.
27. Notarized Biographical Affidavits AYW Governing Board .....	11 A.2.
28. Notarized Biographical Affidavits AYW School Board .....	11 B.1.
29. 501(c)(3) Determination Letter, Articles Of Incorporation & By-laws ...	12 B.
30. Letter Of Credit .....	12 C.3.
31. Recent IRS Filing .....	12 C.2.

# ATTACHMENT # 1

1 (1) Charter School Performance Review

Service Learning as a TEA Innovative Course Elective Credit

cc: RB, CG, LM



# TEXAS EDUCATION AGENCY

APPLICATION

1701 North Congress Ave. ★ Austin, Texas 78701-1494 ★ 512/463-9734 ★ FAX: 512/463-9838 ★ <http://www.tea.state.tx.us>

Jim Nelson  
Commissioner of Education

June 26, 2000

Mr. Richard Halpin, Superintendent  
American Youthworks  
216 East 4<sup>th</sup> Street  
Austin, TX 78701

Dear Mr. Halpin:

On May 12, 2000, the State Board of Education approved *Service Learning* as an innovative course sponsored by American Youthworks (formerly American Institute for Learning Charter School). State graduation elective credit for this course may be offered as follows:

<u>Course Title</u>	<u>Abbreviated Course Title</u>	<u>Course PEIMS Code</u>	<u>Unit of Credit(s)</u>
Service Learning	SERVLRNG	N1290027	1/2

The above course is approved for state graduation elective credit only and for the 2000-2001 through 2002-2003 school years. The course is not approved to substitute for any state graduation required credits. When the course expires at the end of three years, you will need to submit an evaluation giving careful consideration as to whether the evaluation results justify continuation of the course. During the 2002-2003 school year, we will schedule a conference with you concerning the evaluation component.

Please remember that future applications for innovative courses must be submitted for approval at least six months prior to implementation. If you have questions or need additional information, please call Dr. Janet Russell at 512-463-9581.

Sincerely,

Ann Smisko  
Associate Commissioner  
Curriculum, Assessment, and Technology

C Janet Russell, Texas Education Agency  
Lois Myers, American Youthworks  
Rebecca Benz, American Youthworks

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# ATTACHMENT # 2

1 (1) Charter School Performance Review

Paper Trails POD Sample Crosswalk

## POD: Paper Trails

English I, II (1); Desktop Publishing (1); Keyboarding (.5); Speech Communications (.5); Service Learning (.5, local credit)

**Over-riding Question:** How can the power of words and images influence others to action?

**Project Outcome(s):** Publication

**Assessment Methods:** Writing / editing assignments, Correct formatting of computer work; Teacher observation; Student participation; Weekly vocabulary tests; Independent use of computer

### A Sample Of Content Integration

Instruction	TEKS #			
	English	Desktop Publishing	Keyboarding	Speech
<b>Thematic Research Presentation</b>	1, 2, 3, 4, 5, 6, 7, 8, 10, 12, 13, 14, 15, 16, 17, 19, 20, 21	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12,	1, 2, 3	1, 3, 4, 5, 6, 7
<b>Feature Story</b>	1, 2, 3, 4, 5, 6, 7, 8, 10, 12, 13, 14, 15, 16	1, 3, 4, 5, 6, 7, 11		2, 6

APPLICATION

# ATTACHMENT # 3

5 A.1. Educational Plan

American YouthWorks Course Catalog

*American YouthWorks  
Charter School*



*Course Catalog*

## *Introduction*

American YouthWorks Charter School is a year-round, project-based high school that emphasizes hands-on learning. Most of the Charter School courses integrate multiple content areas and encourage students to apply their learning in real-world contexts. These unique courses, called PODS, form the basis for the AYW graduation plan. Each POD offers students the opportunity to earn academic credits in a variety of subject areas. To graduate from the AYW Charter School, students must earn a minimum of 22.5 credits and pass the TAAS exit exam.

All PODs are not taught each session. In fact, some PODs have been taught only one time, yet are still considered when making course decisions. In addition, the content and credit offerings of certain PODs may change from session to session according to student needs.



## *Graduation Requirements*

Advisors and counselors have a complete list of required and elective courses offered each session.

### Students need a total of 22.5 credits to graduate

English	4.0 credits
Math	3.0 credits
Science	2.0 credits
Social Studies	2.5 credits
Economics	.5 credit
Technology Applications	1.0 credit
Speech	.5 credit
Health Educ.	.5 credit
Physical Educ.	1.5 credits
Academic Elective	1.0 credit
Career Preparation Elective	.5 credit
Service Learning Elective	.5 credit
Other Electives	5.0 credits



## *What is a POD?*

At the American Institute for Learning Charter School, most of our academic courses are taught in a POD format. A pod in the animal kingdom is a group of marine mammals -- for example, dolphins -- that live cooperatively. They travel, work, solve problems, play, and communicate in a cohesive unit. In the plant world, a pod holds the seeds for a new plant's germination and growth. Based on these characteristics, the instructional staff at AYW created a unique learning environment for students called a POD.

The POD at AYW is a thematic, team-taught class where multiple credits are offered in a variety of academic areas. The students benefit from the POD's interdisciplinary and project-based approach (real world service, project, or product) and a low student-teacher ratio. Assessment is predominantly performance-based and/or by portfolio. Included in this packet are descriptions of the PODs taught at AYW since the inception of the POD course format, listed in alphabetical order.

### *American Youth Works Charter School PODs*

<u><i>American Express</i></u>	<u><i>JavAcademy</i></u>
<u><i>Architecture and Math</i></u>	<u><i>Journey</i></u>
<u><i>Balance and Flow</i></u>	<u><i>Latino-Landia</i></u>
<u><i>Biology/Health</i></u>	<u><i>Math Universe</i></u>
<u><i>Bio-Tech</i></u>	<u><i>Music, Movies and Myth</i></u>
<u><i>Building Models</i></u>	<u><i>Paper Trails</i></u>
<u><i>Communication</i></u>	<u><i>Health/Parenting</i></u>
<u><i>Continental Drift</i></u>	<u><i>Principles of Technology</i></u>
<u><i>Creation Nation</i></u>	<u><i>Route 66</i></u>
<u><i>Digital Canvas</i></u>	<u><i>Sailing to Babylon</i></u>
<u><i>Enviro-Geo</i></u>	<u><i>Six Weeks to Success</i></u>
<u><i>GEO<sup>2</sup></i></u>	<u><i>Take Charge</i></u>
<u><i>Geometry and Masterpieces in Art</i></u>	
<u><i>Horticulture and P.E.</i></u>	<u><i>Water World</i></u>
<u><i>IPC-PLUS</i></u>	<u><i>Yearbook</i></u>

### *What is a Seminar?*

The seminar is a small class that resembles the traditional public school environment. Some seminars are designed to support student acquisition of reading, writing, and math skills. Others provide instruction in a variety of academic content areas. The low student-teacher ratio ensures that students receive individual attention. Seminars are scheduled each semester according to student needs. The list of seminars following the POD list are those that have been taught at AYW.

### *What is a Local Credit?*

Some seminars have a *local* credit designation. This means the course has been designed by AYW to provide additional support for the student, yet is not a part of the TEA curriculum. These *local* courses must be approved by the Charter School Board of Directors before they are taught, and are not counted toward TEA graduation requirements.

### *What is Service Learning?*

A foundation of AYW is its award-winning program, **Service Learning**. Service Learning embeds academics into community service in a way that enriches students, teaches civic responsibility and strengthens communities. Every service learning project consists of research, design, action, and reflection. AYW requires all students to participate in service learning projects. Approved by TEA as an *Innovative Course* beginning with the Fall 2000 session, students in the diploma program will earn **.5 elective credit** toward graduation for participating in service learning projects.



PODS*American Express (3.5 credits possible)*

*English III (1.0), U.S. History Since Reconstruction (1.0), Speech Communication (.5); Art, Level I (1.0)*

History and literature: fact and fiction. How do the two genres contribute to our understanding of the American experience? The **American Express** POD explores this question through different literary readings, student writing, art projects, videos, and the Internet. Students examine the different historic time periods sequentially, beginning with the end of the Civil War and Reconstruction... through the Spanish American War... World War I... the Roaring 20's... the Depression... and on to the present including the Watergate scandal, the 90's and into the new millennium. Students discover the social, political, technological, and environmental achievements of the different historic time periods.

*Architecture and Math (1.0 credits possible)*

*Math Models a or b (.5), Art (.5)*

In **Architecture and Math**, students apply mathematical skills to design and analyze architectural projects. Some of the projects included are: drawing site plans to scale...measuring and drawing plans of existing buildings, and planning modifications to a local park for teen activities. Students also analyze the cost of building a particular design or of making specific plan modifications (for example, to AYW's Warehouse building), and from this exercise develop useful mathematical models for estimating the costs of building similar buildings or making similar modifications. They also take into account how variable market conditions might impact those costs. The students draw and color perspectives and do other presentation type drawings as part of the class.

*Balance and Flow (4.0 credits possible)*

*Economics (.5), Math Models (1.0), English I, II, or III (1.0), Computer Applications (1.0), Career Connections (.5)*

**Balance and Flow** is a multi-credit interdisciplinary course designed to complement economics and math models with English, multimedia arts, and technology. Students explore the interrelationship of these content areas through hands-on projects, opinion essays, interviews, discussions, oral presentations, and Internet research. They use a variety of computer programs and tools to create their presentations, as well as compose their essays.



For example, in one project, the students explore the topic of *How money affects you and your household*. Through this exploration, students delve into personal finance and employment issues. They look at people from different angles - as consumers... as workers... and as investors. Out of this study, students develop a personal economic agenda for that includes a personal budget, savings plan, exploratory job search, career objectives, home ownership plans, retirement plans, and insurance plans. Students also use and analyze spreadsheets and graphs to analyze and comprehend macroeconomic forces and theories. In addition, they participate in a group research project on a topic they choose which demonstrates their knowledge of macroeconomic forces such as inflation, money supply and free trade, as well as the roles of government in mixed, command and market economies. Students master word processing, spreadsheet, and database software to create their reports and projects.



### *Biology/Health (2.5 credits possible)*

*Biology 1b (.5), Health 1 (.5), Art, Level I (1.0), Foundations of Personal Fitness (.5)*

How are we connected to all things in Nature? Students delve into this question through different hands-on projects and experiments, newspaper and magazine articles, art projects, field trips, guest speakers, and assorted texts. This POD is a natural merger of the subject areas of health, biology, art, and fitness. Through projects like *Bottle Biology* and the *Pillbug Project*, students study ecosystems, decomposition, life cycles, and the food chain, in addition to discovering major ecological principles.

During the course, students create their own field journal where they sketch or draw from the natural world, document field observations, and write personal journal entries. To further explore connections between all of life and the non-living, the instructor poses hypothetical questions for the students to ponder and provide a written response. For example, one question might be: *What would happen if nothing decomposed on Earth?* There are many guest speakers invited to talk with the class on health and biology topics including pregnancy, birth control, sexual harassment, and alternative health therapies. Additionally, personal fitness is stressed in this POD; students leave at the end of the session with a *Personal Fitness Plan* of their own design.



### *Bio-Tech (3.5 credits possible)*

*Biology (1.0 credit), Math Models (1.0 credit), Environmental Systems (1.0 credit), and Team Sports (.5 credit)*

After a basic math refresher, students explore math models using mini-projects such as *The Math Scavenger Hunt* to learn conversions, or *The Human Number Line* to teach

integers. Students practice science skills including: observation, interpretation, analysis, description, classification, measurement, and problem solving in activities such as *Bottle Biology and Leaf Study*. There are two major projects in **Bio-Tech**: the *Personal Financial Plan* and the *Land Study*.

In the *Personal Financial Plan*, students develop a way to achieve their personal financial goals using time and money management, taxes, and various other budgetary considerations. In the *Land Study Project*, each student chooses and examines a small plot of land by Town Lake. They identify plants and animals, explore patterns and interactions, observe changes, and interpret cycles of both the living and non-living worlds within their plots. The students must then solve problems that the instructors pose such as a bat virus in the local bat colony, the dam breaks and floods the land, or toxins are found in the river. In a class project, students create an interpretive trail brochure using their investigations and observations of their plot of land.



### *Building Models (2.0 credits possible)*

*Geometry (1.0), Art Level I (1.0), Service Learning (.5)*

In **Building Models**, students use geometry skills to design and build models of various structures. After each student designs or builds their models, they must present or defend their design according to the given criteria. For example, in one project, students are given a set of rules by which to build a balsa wood bridge. After they build their bridges, they are tested with weights to determine the amount of weight each bridge can hold. Each student then calculates the efficiency of their bridge (how many times its own weight it can hold). In another project, students design alternative youth activities for a local park using geometry to plan the courts, stages, ramps and walls. Both these projects and others provide rich opportunities to find, explore and understand shape in the "real" world.



### *Communication (3.0 credits possible)*

*English II (1.0), Desktop Publishing (1.0), Keyboarding(.5), Speech Communication (.5)*

In this POD, instruction centers on a variety of communication media, beginning at the interpersonal level and moving comprehensively through music, radio, TV, Internet, film, and print. The first part of this POD is designed to prepare students for successful small-group collaboration, so that they will function and contribute positively to their production "team." Accordingly, the skills practiced and discussed include interpersonal communication, active listening, problem solving, conflict resolution, and group dynamics.

One day a week is set aside -- Discussion Day -- to air those topics most pertinent to students' lives. Students identify their own personality types and conflict strategies by completing and evaluating questionnaires accessed through the Internet. This information enables them to explore the potential impact of their behaviors upon their interaction with others.

In the second part of the Communication POD, students divide into small groups, or production "teams" in which they write and produce 1) a radio drama 2) a class newsletter (which is distributed to AYW's Charter School student body), and 3) a television public service announcement. Through each of these activities, students strengthen their written and oral presentation skills, develop familiarity with Microsoft Word, and express themselves in a variety of mass media formats. Students completing this POD have had ample opportunity to practice communicating with clear intent -- whether on a one-to-one basis or in front of a large group.



### Continental Drift (3.0 credits possible)

*World Geography (1.0 credit), World History (1.0 credit), and Art Level 1 (1.0 credit).*

In Continental Drift, students explore the seven continents and seven seas to earn their credit. With a choice of seven different themes, the "explorers" choose to study a separate theme with each continent. The themes include: *Global Research, Opening World, Imperialism & Revolution, Developing Planet, Hunter Gatherers, Culture & Religion, and Developing Civilization*. Each theme consists of four different questions reflecting increasing challenge levels. After researching a continent by completing all four challenge levels, the explorers must move into one of the seven seas to reflect and examine their own sense of place in the world.

Before moving on to the next continent, students must complete a *Challenge Sheet* initialed by both the student and teacher, acknowledging documentation of the student's research and/or class presentation. The students research using textbooks, the *Internet*, film documentaries and guest speakers. Participation in Continental Drift develops research skills, fosters an independent and creative spirit, promotes self discovery, and increases self-confidence.



### Creation Nation (1.5 credits possible)

*Government (.5 credit), Economics (.5 credit), Speech Communication (.5 credit)*

Creation Nation combines academics with service learning to encourage student participation in local, state and federal government. In a student-produced interactive



students identify common, and often geometric, features in music, language, food, art, & architecture.

The *Paper Crane* activity is a good example of how Geometry, Art, and World Geography are synthesized in this POD. Students are introduced to the concepts of angle and line bisectors; these concepts are then demonstrated through origami, or the art of paper folding. Each student uses origami to create a paper crane, with new awareness of how geometric forms appear in nature. Meanwhile, leading into a unit on Japan, the facilitator introduces the story *Peace Crane* by Sadako Sasaki, which centers on the crane as a symbol of hope and peace, particularly in connection to the community of Hiroshima.



### *Geometry and Masterpieces in Art (2.0 credits possible)*

*Geometry (1.0), Art, Level 1 (1.0)*

This course teaches Geometry through the world of art. For example, students define line and examine all aspects of the straight line in art forms. They explore motions in geometry: translation, rotation, and reflection, and look for these qualities in paintings by M.C. Escher and other artists. By examining examples of Ancient Greek architecture as well as shapes in the natural world, students discover that geometry, fine arts, and the art in nature have geometric qualities in common such as perspective and the golden rectangle.



### *Horticulture and P.E. (1.0 credits possible)*

*Horticulture (.5), Physical Education (.5)*

In this course, students increase their strength and stamina while learning all facets of vegetable and herb production. Each student is assigned a carefully marked plot and keeps a journal on the plants that they tend. Beginning with the planning stage, they progress through soil preparation, planting, garden maintenance, and harvesting. While demonstrating the steps to grow plants from start to finish, students discover how to amend the soil with organic nutrients, thin and/or transplant vegetables and herbs, when to water, how to control pests and plant diseases organically, and how to mulch plants correctly.



### *IPC-PLUS (2.0 credits possible)*

*Integrated Physics and Chemistry (1.0), Research and Technical Writing (1.0)*

The IPC-PLUS course uses a different approach from the standard physics or chemistry course by emphasizing the effects of science on everyday life. Working,

both independently and cooperatively, students discover how matter and energy play a major role in what we do and experience, from nutrition to the environment, in our occupations, and in performing daily business. Through hands-on lab assignments, students explore the greater meaning of *torque*, *force*, and *efficiency* in our everyday activities. Students also practice discerning between “crackpot” and “authentic” science by reading and critiquing various articles taken from the Internet.



### JavAcademy (3.0 credits possible)

*English IV (1.0), and in two of the following three courses: Graphic Communications II (1.0), Web Mastering (1.0), or Multimedia (1.0)*

JavAcademy is a career training program in computer graphic design where students work with clients on computer-based projects. For example, in past sessions, students created web pages for different non-profit organizations including Zachary Scott Theater, Ballet Austin, and Green Equity.



### Journey (4.5 credits possible)

*English I (1.0), Theater, Level I (1.0), Art, Level I (1.0), Journey (local credit) (1.0), and Speech Communication (.5)*

This POD provides students the opportunity to transform their personal crises and challenges into a hero's journey. Integral to *The Journey* are performance & visual arts, written expression, & group ceremony. Students engage in activities such as mask-making, a symbolic reminder of the many faces or roles one plays in society. This activity is followed by oral and written presentations describing the creation, placement and wearing of the mask.

Students also put forth the question “Who am I?” which serves as their departure point for a 5-part personal journey: *The Call to Adventure*, *Finding Your Path*, *Heart of the Labyrinth*, *Wood Between the Worlds*, and *Ceremony of Passage*. As part of this mythical exploration, students find their own unique voices and identify the true nature of their relationships to self, other, and the larger community. Students discover that while they cannot always choose what happens to them, they can always choose how to respond.









and infant and adult CPR training and receive a two-year CPR card through the American Heart Association. Through field trips and guest speakers, students are exposed to different health and family services professions.



### *Principles of Technology (2.5 credits possible)*

*Principles of Technology (1.0), Research and Technical Writing (1.0), Algebra Support (.5 local)*

Principles of Technology is a non-theoretical hands-on physics lab with training on research and technical writing. Along with the hands-on labs, students build skills in researching, reading, writing, and evaluating technical articles. Through various readings, students are exposed to industrial workplace applications and specific language only used in that context. Incorporating this new language, students write about these applications by combining both the "doing" and the "how-to-do" techniques.



### *Route 66 (2.0 credits possible)*

*Multimedia (1.0), Economics (.5), Government (.5)*

This POD explores practical applications of government and business in America. It focuses on individual Americans and Austin Citizens as examples of political and entrepreneurial leadership.



### *Sailing to Babylon (3.0 credits possible)*

*World History (1.0), English IV (1.0), World Geography (1.0)*

The focal point of **Sailing to Babylon** is the historical development of concepts that explain human behavior. These concepts include settlement, empire and religion, feudalism, exploration and trade, industrial empire and revolution. Students work in small teams to contribute to the writing of a history textbook based on research into six major periods of world history. In **Sailing to Babylon** each student team selects a civilization in one region of the world to research. The outcomes of this research include a written contribution to the ongoing textbook and an oral presentation of learning.

As part of the research process, student teams study the development, aesthetics, climate and geography of their targeted civilization. Within the small group context, decision making, team work, consensus building, and communication skills are strengthened. Students must agree upon a plethora of issues. For example, which resource materials are to be used? What are the individual

responsibilities of each team member? How is relevant artwork to be selected or created? Which maps need to be created and how will the maps be integrated into the oral presentation? In examining how historical, geographical, and aesthetic concepts are interrelated, students more easily master and retain this information.



### *Six Weeks to Success (3.5 credits possible)*

*Creative Writing (1.0), Computer Applications (1.0), Speech (.5), Art, Level I (.5), P.E. (.5)*

In Six Weeks to Success, students earn credits by researching, practicing and performing on six topics related to teens; one for each week. The topics include: 1) love & hate relationships; 2) entertainment as a way to interact and build relationships; 3) money; 4) violence; 5) academic goals; and 6) environmental concerns. To choose topics within each subject area, students use collaboration and discussion techniques. Students take field trips to locations such as a safe house for teens, the Austin Nature and Science Center, a music-recording studio, and a computer manufacturing plant. They use the Internet, the library, and professionals to research topics, and various computer application programs to write and produce their presentations. And lastly, the students practice yoga to sharpen their mind and body and to reduce stress.



### *Take Charge (6.5 credits possible)*

*Marketing Dynamics (1.0), Introduction to Business (1.0), Math Models and its Applications (1.0), Career Orientation (.5), and Worksite Training (2.0-3.0)*

Take Charge of Business! This POD integrates the subjects of marketing, business, math models, and career preparation into a dynamic blend, full of business savvy. The students discover how they can become critical consumers, whether they are buying insurance, homes, looking for a job, or investing.

In one of several projects, the students create their own *Financial Plan* that includes preparing a personal budget, purchasing or renting a home, securing bank loans, acquiring insurance and investing in stocks and bonds. They also practice using checking and charge accounts in one of their projects, as well as scrutinizing contracts carefully. Another outcome is that each student prepares his/her own *Business Plan* using the information and advice explored in class, on field trips to local businesses, and on the Internet.

Another project teaches students the intricacies of the stock market as each student identifies a number of companies to research and track throughout the class session. The students also leave this POD with a self-designed *Career Path Plan* to help them

move into their future after they leave AIL. **Take Charge** offers credits for a real-world job if the student is on the job for at least 10 weeks during the session, and completes the accompanying job-related assignments.



### *Water World (2.5 credits possible)*

*Aquatic Science (1.0), Individual Sports (.5), Art, Level I (1.0)*

Our planet is often called the *Blue Planet*, or the *Water Planet*. In the POD **Water World**, students design an entire city based on realistic models and events. The students are first given a topographic map. They lay out the streets, sewers, water treatment facilities, parks, etc. to create their own city. Through different field trips and speakers, students increase their knowledge about city infrastructure as they continue to add to and revise their city. After the infrastructure of each student's city is complete, the instructor imposes different water events or problems that could occur (for instance, a flood, bacteria in the water, or a drought). Through research, water testing, and field trips, students discover their own solutions to the posed problems.

Students spend a lot of time outdoors in **Water World**, canoeing, testing water (both chemical and biological testing), observing nature, hiking, spelunking, journaling, and sketching from nature. Much of this is documented in the student's field guide which they create and maintain during the entire 12 week session.



### *Yearbook (3 credits possible)*

*Journalism (1.0), Computer Science 1 (1.0), Desktop Publishing (1.0)*

In the **Yearbook** class, students are taught the writing, production, and computer skills needed to produce a web-based yearbook. The course acts as an introduction to the employment world of graphics production, with students working in groups and on a timeline. The students conduct interviews, write school-related articles, use digital cameras to photograph students and staff, design the yearbook, and problem solve where needed. This class demands a great sense of self-direction on the part of the student, as their daily work progresses to the degree they fulfill their duties.





# ATTACHMENT # 4

**5 A.2. Educational Plan**

**Environmental Corps as a TEA Innovative Course Elective  
Credit**



# TEXAS EDUCATION AGENCY

1701 NORTH CONGRESS AVENUE ★ AUSTIN, TEXAS 78701-1494 ★ 512/463-9734 ★ FAX: 512/463-9838

MIKE MOSES  
COMMISSIONER OF EDUCATION

June 29, 1998

APPLICATION

Dr. Penny S. Weibly, Superintendent  
American Institute for Learning Charter School  
422 Congress Avenue  
Austin, TX 78701

Dear Dr. Weibly:

Agency staff members have reviewed the following innovative course submitted by your district. State graduation elective credit for this course may be offered as follows:

<u>Course Title</u>	<u>Abbreviated Course Title</u>	<u>Course PEIMS Code</u>	<u>Unit(s) of Credit</u>
Environmental Corps	ENVCORP	N1290016	3

The above course is approved for state graduation elective credit only and for June 1998 through 2002-2003 school years. The course is not approved to substitute for any state graduation required credits. When the course expires, you will need to reapply for approval. Additionally, if you decide to drop the course permanently, please inform us by written communication in order for us to maintain the correct database.

Please remember that future applications for innovative courses and new magnet courses must be submitted for approval at least six months prior to implementation. If you have questions or need additional information, please call Dr. Janet Russell at 512/463-9581.

Sincerely,

David D. Anderson  
Coordinator  
Curriculum and Professional Development

Cc Dr. Janet Russell, Texas Education Agency  
→ Ms. Lois Meyers, American Institute for Learning Charter School

# ATTACHMENT # 5

5 B.1. Educational Plan

Details of Special Education Program

## SPECIAL EDUCATION

### Education of Students with Disabilities

The ***AMERICAN YOUTHWORKS CHARTER SCHOOL's*** vision is that all children will achieve to their maximum potential. This goal will provide students with the skills, knowledge and attitudes outlined in the Charter approved by the Texas State Board of Education. A goal to achieve this vision is to identify all students with disabilities, accurately assess their learning needs, and provide appropriate special education and related services while using resources effectively and efficiently. AMERICAN YOUTHWORKS CHARTER SCHOOL will comply with federal requirements to implement the Individuals with Disabilities Education Act and federal regulations to provide a free appropriate education, while respecting the confidentiality of all personally identifiable information. The AMERICAN YOUTHWORKS CHARTER SCHOOL Principal, Director/Principal or their designee is directed to develop specific procedures, consistent with federal regulations to implement this policy. The procedures shall address the evaluation, eligibility and reevaluation of students, the development of an individualized education program (IEP) for each qualified student and the delivery of services to address the IEP, safeguards for student rights, qualification of staff, personnel development, and administration and evaluation of the special education program.



**Free Appropriate Public Education (FAPE)**

The school shall provide all eligible students of AMERICAN YOUTHWORKS CHARTER SCHOOL with disabilities with a free appropriate public education which consists of special education and related services which are defined as the following:

1. Provided at public expense, under the direct supervision and direction of the school;
2. In compliance with the standards of the federal mandates;
3. To include elementary and secondary educational opportunities and transition services; as permitted by the AMERICAN YOUTHWORKS CHARTER SCHOOL charter contract with Texas State Board of Education.
4. In accordance with an individualized education program.

Special Education and related services may extend beyond the traditional 180-day school year.

# SPECIAL EDUCATION PROCEDURES

## Education of Students with Disabilities

The goal of AMERICAN YOUTHWORKS CHARTER SCHOOL is to identify all children with disabilities, accurately assess their learning needs, and provide appropriate special education and related services while using resources effectively and efficiently. AMERICAN YOUTHWORKS CHARTER SCHOOL will comply with federal requirements (recognizing that ADA and Section 504 are generic to the basic education program) and will work with parents as integral members of the individualized educational planning team. The following procedures are intended to help achieve that goal:

### Free Appropriate Public Education

1. A student's placement and educational program shall be developed and considered to be appropriate when they include special education and related services which are specifically designed to assist the student in benefiting from specially designed instructions.
2. Special education facilities, services and activities shall be assigned which are of a quality comparable to programs provided for non-disabled students.
3. Students with disabilities shall be provided transportation commensurate with that provided to other students by AMERICAN YOUTHWORKS CHARTER SCHOOL. Additional services shall be provided when the disability requires such consideration and the commensurate transportation has not been appropriate.
4. An equal educational opportunity shall be provided to all students with disabilities, including access to services in regular education and to extended school year services where deemed appropriate in order for the student to benefit from special education.

AMERICAN YOUTHWORKS CHARTER SCHOOL in cooperation with special education contractors shall be responsible for monitoring the implementation of AMERICAN YOUTHWORKS CHARTER SCHOOL's policies and procedures.

## CHILD FIND

Child find procedures will have as their purpose the locating, identifying, and evaluating of all students who come into contact with AMERICAN YOUTHWORKS CHARTER SCHOOL, in accordance with applicable record keeping requirements from pre-evaluation through decisions regarding eligibility. Procedures will address the age range from birth through 21; all severities and conditions of disability will be included; activities will include all public and private agencies and institutions, and will be ongoing; and include students currently enrolled in AMERICAN YOUTHWORKS CHARTER SCHOOL and those not enrolled.

1. Participation in a network of public information dissemination which includes the education service center, other agencies, communities and facilities providing services to the disabled;
2. Providing information regarding availability of services;
3. Determining which individuals are currently receiving needed special education and related services and which individuals are not currently receiving needed special education and related services;
4. Identifying and referring individuals with disabilities who may or may not be in school and who may need special education;
5. Referring individuals ages 0-3 to a local early childhood intervention program for evaluation;
6. Reviewing the process on a yearly basis, updating staff as to on-going "child find" activities implemented in the community;
7. Maintaining confidentiality of all personally identifiable information used and collected in this system in the same manner that special education records are maintained;

The AMERICAN YOUTHWORKS CHARTER SCHOOL administrator/director is responsible for the implementation and direction of the Child Find program as well as identifying any other staff members, annually, who will participate in the organization and implementation of this program.

Any students of an age addressed by the school program who are screened and found to be potentially eligible for services under the Individuals with Disabilities Act (IDEA) are referred for possible special education or early intervention services within the school, using the referral process outlined in this document and adopted the school's board.

All federal and state regulations governing the confidentiality of records, timelines and implementation of program for students eligible for services will be followed.

## SURROGATE PARENTS

### Need

AMERICAN YOUTHWORKS CHARTER SCHOOL shall assure that the rights of the non-adult student receiving a special education program are protected when:

1. No adult acting as a parent can be identified;
2. AMERICAN YOUTHWORKS CHARTER SCHOOL, after reasonable efforts, cannot discover the whereabouts of an adult acting as a parent; or
3. The student is a ward of the state and no adult is acting as a parent.

The duty of AMERICAN YOUTHWORKS CHARTER SCHOOL under this section includes the assignment of a person to act as a surrogate for the parents. This duty includes the establishment of a method:

1. For determining whether a non-adult student needs a surrogate parent; and
2. For assigning a surrogate parent to the student.

AMERICAN YOUTHWORKS CHARTER SCHOOL or other public agency shall assure that a person selected as a surrogate:

1. Has no interest that conflicts with the interests of the student he or she represents; and
2. Has knowledge and skills that assure adequate representation of the student.

A person assigned as a surrogate may not be an employee of AMERICAN YOUTHWORKS CHARTER SCHOOL or any agency which is involved in the education or care of the student; and a person who otherwise qualifies as a surrogate parent pursuant to this section is not an "employee" of AMERICAN YOUTHWORKS CHARTER SCHOOL solely because he or she is paid by AMERICAN YOUTHWORKS CHARTER SCHOOL to serve as a surrogate parent.

A surrogate parent may represent the student in all matters relating to:

1. The identification, evaluation, and educational placement of the student; and
2. The provision of free special education and related services to the student.

No person shall be appointed as a surrogate until an exhaustive attempt has been made to locate a parent or other adult acting as a parent and until the Director/Principal verifies that such an exhaustive search was conducted.

**Training** – Training Topics may include:

1. the ARD process and the Individual Education Plan,
2. parent rights and responsibilities.
3. FAPE and FERPA
4. Eligibility and disability categories

**Surrogate List** – A list of trained and approved surrogate parents is kept in the special education office.

## CONFIDENTIALITY OF RECORDS

AMERICAN YOUTHWORKS CHARTER SCHOOL in cooperation with the special education contractors is responsible for maintaining confidentiality of all student records pertaining to special education. In addition, the Principal is designated as custodian of all student records, which are maintained at the building. In order to maintain the confidentiality of records without impeding the rights of parents and needs of staff, the following procedures shall be in effect. Parents or adult students shall be advised of their rights pertaining to student records at least once annually.

1. The parents of a child with a disability, in accordance with the confidentiality of information procedures in this section, shall be afforded an opportunity to inspect and review all educational records with respect to: (a) the identification, evaluation, and educational placement of the student; and (b) the provision of free appropriate public education to the student.
2. AMERICAN YOUTHWORKS CHARTER SCHOOL shall permit parents of students with disabilities (or adult student) to inspect and review, during school business hours, any education records relating to their child or ward (or adult student) which are collected, maintained, or used by AMERICAN YOUTHWORKS CHARTER SCHOOL under this section. AMERICAN YOUTHWORKS CHARTER SCHOOL shall comply with a request promptly and in no case more than 45 calendar days after the request has been made.
3. The right to inspect and review education records under this section includes: (a) the right to a response from AMERICAN YOUTHWORKS CHARTER SCHOOL to reasonable requests for explanations and interpretations of the records, (b) the right to request that AMERICAN YOUTHWORKS CHARTER SCHOOL provide copies of the records containing the information if failure to provide those copies would effectively prevent the parent from exercising the right to inspect and review the records, and (c) the right to have a representative of the parent (or adult student) inspect and review the records.
4. AMERICAN YOUTHWORKS CHARTER SCHOOL presumes that a parent has authority to inspect and review records relating to his or her child or ward unless AMERICAN YOUTHWORKS CHARTER SCHOOL has been advised that the parent does not have the authority under applicable federal law governing such matters as guardianship, separation and divorce.

5. AMERICAN YOUTHWORKS CHARTER SCHOOL shall keep a record of parties obtaining access to education records collected, maintained, and used under this section including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.
6. If any education record includes information on more than one student, the parent(s) of those students (and/or adult students) shall have the right to inspect and review only the information relating to their child or ward (or themselves) or to be informed of that specific information.
7. AMERICAN YOUTHWORKS CHARTER SCHOOL shall provide parents (and adult students) on request a list of the types and locations of education records collected, maintained, or used by AMERICAN YOUTHWORKS CHARTER SCHOOL.
8. AMERICAN YOUTHWORKS CHARTER SCHOOL or other public agency may charge a fee for copies of records which are made for parents (or adult students) under this section if the fee does not effectively prevent the parents (or adult students) from exercising their right to inspect and review those records.
9. A parent of a student with a disability (or an adult student) who believes that information in education records collected, maintained or used under this section is inaccurate or misleading or violates the privacy or other rights of the student may request that AMERICAN YOUTHWORKS CHARTER SCHOOL amend the information. AMERICAN YOUTHWORKS CHARTER SCHOOL shall decide whether to amend the information in accordance with the request within a reasonable period of time after the receipt of the request. If AMERICAN YOUTHWORKS CHARTER SCHOOL decides to refuse to amend the information in accordance with the request it shall inform the parent (or adult student) of the right to a hearing. AMERICAN YOUTHWORKS CHARTER SCHOOL, on request, shall provide the parent (or adult student) an opportunity for a hearing to challenge information in education records to insure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. If, as a result of the hearing, AMERICAN YOUTHWORKS CHARTER SCHOOL decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the information accordingly and so inform the parent (or adult student) in writing. If, as a result of the hearing, AMERICAN YOUTHWORKS CHARTER SCHOOL decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent(s) (or adult student) of the right to place in the records it maintains on the student a statement commenting on the information or setting forth any reasons for disagreeing with the decision of AMERICAN YOUTHWORKS CHARTER SCHOOL. Any explanation placed in the records of the student pursuant to this section shall:

- a. Be maintained by AMERICAN YOUTHWORKS CHARTER SCHOOL as part of the records of the student as long as the record or contested portion is maintained; and
  - b. Also be disclosed to any party to whom the records of the student (or the contested portion) are disclosed.
10. A hearing to challenge information in education records shall be conducted according to procedures which include the following elements:
- a. The hearing shall be held within 30 days after AMERICAN YOUTHWORKS CHARTER SCHOOL receives the request and sooner if all information is available at an earlier date;
  - b. The parent (or adult student) shall be given notice of the date, place, and time reasonably in advance of the hearing;
  - c. The hearing may be conducted by any party, including an official of AMERICAN YOUTHWORKS CHARTER SCHOOL, who does not have a direct interest in the outcome of the hearing;
  - d. The parent (or adult student) shall be afforded a full and fair opportunity to present evidence relevant to the issues raised and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney;
  - e. AMERICAN YOUTHWORKS CHARTER SCHOOL shall provide a written decision to the parent (or adult student) within a reasonable period of time after the conclusion of the hearing; and
  - f. The decisions of AMERICAN YOUTHWORKS CHARTER SCHOOL shall be based solely upon the evidence presented at the hearing and include a summary of the evidence and the reasons for the decision.
11. Consent of the parent (or adult student) shall be obtained before personally identifiable information is:
- (a) disclosed to anyone other than officials of participating agencies collecting or using the information under this section, or
  - (b) used for any purpose other than meeting a requirement imposed by this section. AMERICAN YOUTHWORKS CHARTER SCHOOL shall not release information from education records to participating agencies without the consent of a parent (or adult student) except in those cases in which a release of information without consent is permitted by the rules that implement the Family Rights and Privacy Act (FERPA). If a parent refuses to provide consent under this section, AMERICAN YOUTHWORKS CHARTER SCHOOL will use due process hearing procedures to obtain consent.



12. AMERICAN YOUTHWORKS CHARTER SCHOOL shall protect the confidentiality of personally identifiable information at the collection, storage, disclosure, and destruction stages. The same privacy provisions provided to parents are extended to an adult student with consideration given to the type and severity of the student's disability.
13. The AMERICAN YOUTHWORKS CHARTER SCHOOL designee will identify in writing the employees who have access to personally identifiable information. AMERICAN YOUTHWORKS CHARTER SCHOOL will provide training on an annual basis to those staff members collecting or using personally identifiable information regarding AMERICAN YOUTHWORKS CHARTER SCHOOL policies and procedures.
14. AMERICAN YOUTHWORKS CHARTER SCHOOL shall maintain, for public inspection, a current listing of the names and positions of those employees within AMERICAN YOUTHWORKS CHARTER SCHOOL who have access to personally identifiable information.
15. AMERICAN YOUTHWORKS CHARTER SCHOOL shall inform parents (or adult students) when personally identifiable information collected, maintained, or used is no longer needed to provide educational services to the student and is being destroyed.
16. AMERICAN YOUTHWORKS CHARTER SCHOOL will keep all records for at least 7 years after the student does not qualify, graduates or is no longer served by AMERICAN YOUTHWORKS CHARTER SCHOOL. If the AMERICAN YOUTHWORKS CHARTER SCHOOL's contract with the state becomes invalid AMERICAN YOUTHWORKS CHARTER SCHOOL will make a good faith effort to provide parents/adult students and other local LEA's with needed records but because the AMERICAN YOUTHWORKS CHARTER SCHOOL will no longer exist, all unclaimed records will be destroyed to ensure confidentiality.

## INDIVIDUAL TRANSITION PLAN

Beginning at age 14, transition planning is a consideration of the ARD meeting during development of the Individual Education Plan. The IEP goals and objectives are developed considering student description of interests and post-graduate living experience expectations through the transition plan addendum.

1. ITP Developed – On or before the student's 16<sup>th</sup> birthday, a separate Individual Transition Plan (ITP) is developed for each student with a disability who is eligible for special education services. Updated annually the document is developed and/or reviewed in a meeting separate from the annual ARD and incorporated into the individual education al plan while still remaining a separate document. The parent or guardian and the student are encouraged to attend this meeting and provide any input or request they feel appropriate.
2. The ITP will include:
  - a. the student's goals and objectives after graduation, including, but not limited to, college or university enrollment, employment and/or vocational education. Adult services, independent living, community participation, recreation and leisure and any other important life considerations;
    1. resources needed to attain these goals and objectives such as community or government agency contact information, support networks and when and how they will be made available, and any needed transition services and how to access them;
  - b. for the student's who are incarcerated. Any services needed to transition from incarceration to a home community and/or the receiving school district.
3. Coordination between the IEP and ITP:
  - a. The IEP includes instructional goals, objectives and activities appropriate to the identified components of the ITP;
  - b. Educational and related service goals and objectives are reflected (embedded) within the IEP instructional/related service goals;
  - c. Time lines for goals and objectives including specific beginning and ending dates for all activities are included in the ITP document.
4. Local Adult Service Agency Involvement:
  - a. the parents or legal guardian or adult student and/or the non-adult student are invited to the meeting
  - b. if the student does not attend the meeting, the coordinator of special education ensures that information reflects the interests and preferences of the student are obtained and considered by the committee;

- c. local adult service agencies that are likely to be responsible for providing or paying for transition services are invited;
- d. the coordinator of special education and the school director work to liaison with local adult service agencies in order to develop a positive relationship, as well as to obtain brochures and literature regarding those adult services for use in the ITP meeting when representatives from those agencies are not in attendance;
- e. not every local adult service agency is invited to attend the ITP meeting, and the school administrator and special education director/designee will work with the student and the parents to determine which agencies are most appropriate for involvement;

#### 5. Notice

- a. 30 days written notice is given to parents, legal guardian or adult student which delineates time, date, purpose of meeting (consideration of transition services for student) and other invitees;
- b. 30 days written notice is given to local adult service agencies deemed appropriate for attendance by the school administrator and special education director/designee which delineates times, date, purpose of meeting (consideration of transition services for student) and other invitees;
- c. if meeting time must be changed from the original scheduled date and time then a waiver with 5 days notification is given to all members of the ITP teams prior to the rescheduled meeting.

#### 6. Parent/Legal Guardian Participation and Understanding

- a. the school administrator takes whatever action is necessary to ensure that the parent/legal guardian understands the proceedings at the meeting, including arranging for an adequately trained interpreter for parents/legal guardians with deafness or for those whose native language is other than English;
- b. the special education director/designee maintains documentation to indicate the extent of parent/legal guardian participation in the development of the Individual Transition Plan, and ensures that all members of the committee have the opportunity to participate in the collaborative manner.

#### 7. Agency's Failure to Provide Services

- a. the special education director/designee initiates a meeting as soon as possible upon any agency's failure to provide agreed-upon transition services for the purpose of identifying alternative strategies to meet the transition objectives;
- b. the school may choose to expand efforts to elicit the participation of a local service agency in providing or paying for any transition service that the agency would otherwise provide to individuals with disabilities who meet the eligibility criteria of that agency.

## Texas Assessment of Academic Skills (TAAS)

AMERICAN YOUTHWORKS CHARTER SCHOOL will ensure that students with disabilities who are eligible to take the state assessments but have not performed satisfactorily receive an intensive program of instruction to enable the students to perform at grade level.

The ARD committee of a student who does not perform satisfactorily on:

1. The third grade reading assessment instrument;
2. The fifth grade mathematics and reading assessment instrument; or
3. The eighth grade mathematics and reading assessment instrument

shall determine the manner in which the student will participate in an accelerated instructional program (see EIE) and whether the student will be promoted or retained. Education Code 28.0211 For students with autism/pervasive developmental disorders, information about the following shall be considered and when needed, shall be addressed in the IEP:

1. Extended educational programming;
2. Daily schedules reflecting minimal unstructured time;
3. In-home training or viable alternatives;
4. Prioritized behavioral objectives;
5. Prevocational and vocational needs of students 12 years of age or older;
6. Parent training; and
7. Suitable staff-to-students ratio.

If the ARD committee determines that the services are not needed in one or more of the items listed in 1-7 above, the IEP shall include a statement reflecting that decision and the basis upon which the determination was made.

20 USC 1414(d); 34 CFR 300.346(a), 300.347(a), (b); 19 TAC 89.1055

# ELIGIBILITY, AND REEVALUATION

## Evaluation and Eligibility

AMERICAN YOUTHWORKS CHARTER SCHOOL procedures for implementing board policy on evaluation, including determination of eligibility are as follows:

### Pre-evaluation and Timelines

A written referral shall be completed when a student, suspected of having a disabling condition, is brought to the attention of the AMERICAN YOUTHWORKS CHARTER SCHOOL designee. A referral may be originated by or transmitted through any source.

When the possibility of a student's need for special education and related services has been brought to the attention of the AMERICAN YOUTHWORKS CHARTER SCHOOL designee, the designee shall facilitate the completion of the initial referral within thirty (30) calendar days by:

1. Recording the circumstances by date, origin and reason for concern;
2. Providing the student's parent(s) (or adult student) written notice that the student has been referred because of a suspected disabling condition and providing the parent with a copy and explanation of procedural safeguards, notice and consent for comprehensive individual assessment, and the opportunity to have input in the referral process through Parent/Social History Information form;
3. Collect health information to insure appropriateness of the referral;
4. Collect information from educational records;
5. Collect information from classroom teacher(s).

When the collection of the pre-evaluation data is complete the evaluation team will review the data and AMERICAN YOUTHWORKS CHARTER SCHOOL shall fully evaluate the student and arrive at a decision pursuant to this section within:

1. Thirty (30) calendar days (also referred to as the formal evaluation period) after the date written consent for an evaluation has been provided by the parent(s) (or adult student); or
2. Thirty (30) calendar days (also referred to as the formal evaluation period) after the date the refusal of parent(s) (or adult student) to grant consent has been overridden pursuant to a hearing (or appeal); or

3. Such other time period as may be agreed to by the parent(s) (or adult student) and school authorities. AMERICAN YOUTHWORKS CHARTER SCHOOL must specify the reasons for extending the timeline.

AMERICAN YOUTHWORKS CHARTER SCHOOL shall request the parent to sign consent form(s) for the mutual exchange of pertinent information where such information is available between the school, other agencies, and/or professionals.

### **Areas of Evaluation**

The evaluation of a student shall be in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities, and the need for transition services. The evaluation procedures outlined in federal eligibility criteria are to be considered minimal required procedures.

### **Evaluation Safeguards**

Every student who is evaluated or reevaluated shall be evaluated according to the procedures established in this section. Before any action is taken with respect to the initial placement of a student with a disability in a program providing special education and related services, a full and individual evaluation of the student's educational needs must be conducted in accordance with the requirements of this section. The initial evaluation of a student (except one with a suspected communication disorder) shall be made by the AMERICAN YOUTHWORKS CHARTER SCHOOL evaluation team (i.e., a group of professionals) that is knowledgeable about the student and the area(s) of suspected disability (ies). In assessing or reassessing a student suspected of having a specific learning disability, AMERICAN YOUTHWORKS CHARTER SCHOOL shall include on the evaluation team at least the following members:

1. The student's general education teacher; or, if the student does not have a general education teacher, general education teacher qualified to teach a student of his or her age; or, for a child of less than school age, an individual qualified to teach a child at his or her age.
2. At least one person qualified to conduct or interpret individual diagnostic examinations such as a school psychologist, speech and language pathologist, special education teacher or remedial reading teacher.

No single test instrument or single procedure shall be the sole criterion for determining a student's eligibility or disabling condition and/or for determining the appropriate education program for the student.

Evaluation materials, procedures, and instruments used for the purpose of evaluation and placement shall be selected and administered so as not to be racially or culturally discriminatory.

All tests and other evaluation materials shall have been validated for the specific purpose for which they are used and shall accurately reflect whatever factors the tests purport to measure. If properly validated tests are unavailable, the professional judgment of each member of the evaluation team shall determine eligibility for special education based on other evidence of the existence of a specific disability and need. This professional judgment shall be documented in a written report.

All tests and other evaluation materials shall be administered by qualified personnel in conformance with the instructions of their producer.

Evaluation materials, procedures, or instruments shall be provided and administered in a student's primary language or mode of communication, unless it is clearly not feasible to do so. Tests shall be selected and administered so as to ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors the test purports to measure.)

Each individual actually completing an evaluation will complete and sign an evaluation report. Information used to support the evaluation but which is not incorporated into the file (e.g., review of health records), shall be referenced as to date of record, location, and source person. The summaries shall specify the procedures and instruments used, the results obtained, and the apparent significance of findings as related to the student's instructional program, including a description of the specific factors which are interfering with the student's educational performance and the recommendations for special education and related services, including the need for an extended school year, needed to assist the student in benefiting from his or her educational placement.

### **Summary Analysis**

The student's evaluation team shall review and analyze the reports of evaluation data and any other available data in each of the areas assessed. The conclusions, recommendations, and the facts and/or reasons resulting in the eligibility decision shall:

1. Identify the disabling condition(s), if any, which cannot be accommodated by general education, and requires the provision of special education services;
2. Reconcile any inconsistent or contradictory information and/or opinions evidenced in the evaluation data, if any, supporting conclusion(s) with appropriate data;
3. Relate the apparent significance, as appropriate, of such factors as test measurement error or cultural, environmental, economic, and behavior factors to the evaluation results.

Where specific test results obtained in any evaluation do not appear to the evaluation team to accurately reflect a student's expected performance, the evaluation team shall apply professional judgment to determine eligibility for special education and related services. In such event, the evaluation team shall document in a written narrative the basis for such determination, the instruments used, and the data used for a determination of eligibility.

4. Make recommendations to the individualized education program committee regarding placement, special education and related services needed (including the need, if appropriate, of scheduling such services over a period of time that exceeds AMERICAN YOUTHWORKS CHARTER SCHOOL's regular school program), service options, needs for specialized materials or equipment, instructional and curricular practices and materials, student management strategies (i.e., reinforcement schedules) as determined by the evaluation team to be significant to the student's program.
5. Provide any necessary professional judgment(s) and the facts or reasons in support of the judgment(s).

#### **Independent Educational Evaluation**

The parent(s) of a student (or the adult student) referred for special education and related services and assessed, or any disabled student eligible for special education and related services who is reevaluated, has the right to obtain an independent educational evaluation, subject to this section.

AMERICAN YOUTHWORKS CHARTER SCHOOL shall provide to the parent(s) (or adult student) on request, information about where an independent educational evaluation may be obtained.

A parent (or adult student) has the right to an independent educational evaluation at public expense if the parent (or adult student) disagrees with the evaluation results obtained by AMERICAN YOUTHWORKS CHARTER SCHOOL, as follows:

1. The parent(s) (or the adult student) should provide a written or verbal notice to the AMERICAN YOUTHWORKS CHARTER SCHOOL's designee which:
  - a. Indicates that the parent (or adult student) disagrees with the AMERICAN YOUTHWORKS CHARTER SCHOOL's evaluation; and
  - b. Requests an independent educational evaluation at public expense.
2. AMERICAN YOUTHWORKS CHARTER SCHOOL will not deny payment for an independent educational evaluation solely because the parent did not provide prior notification of his or her intent to seek an independent educational evaluation at public expense.



AMERICAN YOUTHWORKS CHARTER SCHOOL shall have the opportunity to initiate and conduct a hearing pursuant to this section to show that its evaluation is appropriate. In this event, AMERICAN YOUTHWORKS CHARTER SCHOOL shall provide the parent(s) (or the adult student) written notice within 15 days of the election to initiate a hearing.

If the final decision of a due process hearing is that AMERICAN YOUTHWORKS CHARTER SCHOOL's evaluation is appropriate, the parent (or adult student) still has the right to an independent educational evaluation, but not at public expense.

If AMERICAN YOUTHWORKS CHARTER SCHOOL elects not to hold a due process hearing or is not upheld by the final decision of the due process hearing, the parent's (or adult student's) request for an independent evaluation shall be provided at public expense in accordance with the same criteria which AMERICAN YOUTHWORKS CHARTER SCHOOL uses when it initiates an evaluation including, but not limited to, the location of the evaluation and the qualifications of the examiner.

If the parent (or adult student) obtains an independent educational evaluation at private expense, the results of the evaluation:

1. Shall be considered by AMERICAN YOUTHWORKS CHARTER SCHOOL and documented in any decision made with respect to the provision of special education and related services to the student; and
2. May be presented as evidence at such hearings regarding that student as may be conducted.

If a hearing officer requests an independent educational evaluation as part of a hearing, the cost of the evaluation shall be at public expense.

### **Eligibility Decision**

AMERICAN YOUTHWORKS CHARTER SCHOOL's designee shall record in writing the decision of special education eligibility of a student brought to the AMERICAN YOUTHWORKS CHARTER SCHOOL's attention. Whatever decision is made the information from the procedures for making the determination shall be filed in AMERICAN YOUTHWORKS CHARTER SCHOOL records. Within ten (10) school days of the decision that the student is not eligible for special education, the parents or legal guardian of the student shall be informed in writing of the evaluation findings in compliance with notice requirements of this section. If the decision is that the student is disabled and eligible for special education, AMERICAN YOUTHWORKS CHARTER SCHOOL shall initiate and conduct a meeting to develop an IEP and request the parent(s) to participate in the ARD conference.

## REEVALUATION

### General Requirements

Each special education student's eligibility shall be reviewed in accordance with the procedures specified in this section by the evaluation team as follows:

1. At a minimum, once every three years or more frequently if conditions warrant; and
2. Upon request of the student's parent (or adult student), teacher, or individualized education program (ARD) committee.

### General Procedures

A Triennial Evaluation also known as a Pre Assessment ARD (PAARD) will be held to determine the need for and extent of testing required. The evaluation team shall determine whether further evaluation procedures are necessary to determine eligibility. Members of the evaluation team shall be governed by the generally recognized professional practice standards of their respective disciplines. In making such determination, the evaluation team shall document the basis for such determination, including any relevant data or evaluation procedures utilized.

### Notice Requirements

Prior to conducting a reevaluation, AMERICAN YOUTHWORKS CHARTER SCHOOL shall provide written notice to parents (or adult student). Such notice for reevaluation shall include:

1. The procedural safeguard requirements provided in this section shall be issued in compliance with the provisions of this section;
2. A statement that the parents (or adult student) have the right to submit to the evaluation team any information they deem important to the reevaluation.
3. If the ARD committee determines that no additional data are needed to determine whether a child is a child with a disability the parent will be notified of their right to request an assessment to determine if their child is a child with a disability.

### Purposes

The purposes of reevaluation are to determine the following:

1. Whether the student is appropriately identified as disabled, requiring special education and related services; and

2. Whether the program designed for the student is appropriate to meet the student's unique needs and abilities.

## **DEVELOPMENT OF IEP AND DEVELOPMENT OF SERVICES**

Each year AMERICAN YOUTHWORKS CHARTER SCHOOL shall have in effect an individualized education program for every eligible student who qualifies for special education.

An Individualized Education Program (IEP) must:

1. Be in effect before special education and related services are provided to a student; and
2. Be implemented as soon as possible following the meetings under this section.

### **ARD Committee Meetings:**

An ARD committee meeting shall be held thirty (30) calendar days after the date upon which a student's evaluation is completed (and the student is determined to be eligible) for the purpose of developing the student's individualized education program. AMERICAN YOUTHWORKS CHARTER SCHOOL shall initiate and conduct the meeting and shall include the following:

1. The parents of the child;
2. At least one regular education teacher of the child (if the child is, or may be, participating in the regular education environment);
3. At least one special education teacher or, if appropriate, at least one special education provider of the child;
4. A representative of AMERICAN YOUTHWORKS CHARTER SCHOOL who-
  - (i) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities.
  - (ii) Is knowledgeable about the general curriculum; and
  - (iii) Is knowledgeable about the availability of resources of the school.
5. An individual who can interpret the instructional implications of evaluation results, who may also be a member of the committee described in numbers 2 through 4 of this section;

6. At the discretion of the parent or school, other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate;
7. If appropriate, the child.

AMERICAN YOUTHWORKS CHARTER SCHOOL shall take steps to assure that one or both parents of the student (or adult student) with disabilities are present at each meeting or are afforded the opportunity to participate, including:

1. Notifying the parent(s) (or adult student) of the meeting early enough to assure his or her participation; and
2. Scheduling the meeting at a mutually agreed upon place and time.

The notice to the parent(s) (or adult student) shall include the purpose, time, and location of the meeting and who will be in attendance. If the purpose is transition, the parent will be notified that the purpose of the meeting is to discuss transition and that the student is invited, and identify any other agencies that will be invited.

If a parent (or adult student) cannot attend, AMERICAN YOUTHWORKS CHARTER SCHOOL may use other methods to assure participation, including individual or conference telephone calls.

A meeting may be conducted without a parent (or adult student) in attendance if the parents (or adult student) decline to attend. In such a case AMERICAN YOUTHWORKS CHARTER SCHOOL shall make a record of its attempts to arrange a mutually agreed upon time and place. The record may contain such information as:

1. Records of telephone calls made or attempted and the results of those calls;
2. Copies of correspondence sent to the parents and any responses received; and
3. Records of visits made to the parent's home or place of employment and the results of those visits.

AMERICAN YOUTHWORKS CHARTER SCHOOL shall take action as necessary to assure that the parent (or adult student) understands the proceedings at a meeting, including arranging for an interpreter for parents (or adult students) who are deaf or whose native language is other than English.

AMERICAN YOUTHWORKS CHARTER SCHOOL shall document the parent(s) (or adult student) and other IEP participants' present at the IEP meeting.

AMERICAN YOUTHWORKS CHARTER SCHOOL shall conduct meetings consistent with this section at least once a year for the purpose of reviewing and revising as necessary each student's individualized education program.

### IEP CONTENT

Each student's individualized education program, a written document made in accordance with the requirements of this section, shall be developed on the basis of evaluation and parent input, where it is provided, and shall include:

1. A statement of the student's present levels of educational performance;
2. A statement of specific annual goals including short-termed instructional objectives which are stated in terms that provide for measurement of progress, expected levels of performance, and the schedules for their accomplishments;
3. A statement of the specific special education and related services to be provided to the student based upon the individual needs of the student, as determined through the evaluation process, and the extent to which the student will be able to participate in the regular education program, including physical education. If modifications (supplementary aids and services) to the general education program are necessary to ensure participation in that program, those modifications must be described. If the student is unable to participate in the regular physical education program, a description of the specially designed physical education to be provided to the student shall be included;
4. The IEP developed for a student with a disability shall also include a statement of the needed transition services, including goals and objectives, based on a functional vocational evaluation, when appropriate, and anticipated post school outcome(s) beginning no later than age 16 and annually thereafter including. When appropriate, a statement of the interagency responsibilities or linkages (or both) before the student leaves the school setting. The IEP will also take into account the student's preferences and wishes. In the case where a participating public agency fails to provide agreed upon services, AMERICAN YOUTHWORKS CHARTER SCHOOL shall reconvene the ARD Committee as soon as possible to identify alternative strategies to meet transition objectives and, if necessary, revise the IEP, as long as the student is eligible for services;
5. If the ARD Committee determines that services are not needed in one or more of the areas specified in federal regulations, the IEP must include a statement to that effect and the basis upon which the determination is made.
6. The projected dates for initiation of services and the anticipated duration of the services, including minutes/hours per week, and the need for extended services for the school year over which such services shall be provided. In the event the

individualized education program is the first in AMERICAN YOUTHWORKS CHARTER SCHOOL for such student and the evaluation team has not made a determination as to the need for an extended school year for such student, the individualized education program team shall make its recommendation on the length of the school year over which such services shall be provided prior to the conclusion of the regular 180 school days; and

7. Appropriate objective criteria and evaluation procedures and schedules for determining, on at least an annual basis, whether the short-term instructional objectives are being met.

Nothing in this section relieves any participating public agency, including a state vocational rehabilitation public agency, of the responsibility to provide or pay for any transition service that the public agency would otherwise provide to students with disabilities who meet the eligibility criteria of that public agency.

AMERICAN YOUTHWORKS CHARTER SCHOOL shall provide the parent (or adult student) a copy of the individualized education program.

AMERICAN YOUTHWORKS CHARTER SCHOOL must provide special education and related services to a student with a disability in accordance with an IEP.

## DELIVERY OF SERVICES

**Least Restrictive Environment (LRE)** The placement and provision of services to each student with disabilities shall be in his or her IEP as follows:

Each student with disabilities shall be placed:

1. In the general educational environment with students without disabilities to the maximum extent appropriate to his or her needs, unless it can be demonstrated by AMERICAN YOUTHWORKS CHARTER SCHOOL that the nature or severity of the student's disability is such that his or her education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily; and
2. In the school in which he or she would attend if not disabled, unless his or her individualized education program requires some other arrangement. If some other arrangement is required, the student shall be placed in the appropriate educational program.

### **Nonacademic and Extracurricular Services**

Each student with disabilities shall be provided access to the same nonacademic and extracurricular services and activities conducted by AMERICAN YOUTHWORKS CHARTER SCHOOL (e.g., meals and recess) to the maximum extent appropriate to the needs of the disabled student as for non-disabled students.

Nonacademic and extracurricular services and activities may also include counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by AMERICAN YOUTHWORKS CHARTER SCHOOL, referrals to agencies that provide assistance to individuals with disabilities, and employment of students, including both employment by AMERICAN YOUTHWORKS CHARTER SCHOOL and assistance in making outside employment available.

### **Continuum of Alternative Placements**

A continuum of alternative placement options shall be made available as is necessary to meet the needs of AMERICAN YOUTHWORKS CHARTER SCHOOL's students with disabilities for special education and related services, as defined in the IEP.

The options shall include instruction in regular classes, special classes, special schools, home instruction, instruction in hospitals and institutions, and instruction in other settings, and shall provide for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with general class placement. The services provided will be limited to those allowed for in AMERICAN YOUTHWORKS CHARTER SCHOOL's charter contract with the Texas SBOE.

Specially designed instruction shall be provided as follows:

1. General classroom by general education teachers and/or classified staff under the supervision of the special education certified teacher. Supervision of classified staff providing related services will occur a minimum of once each 6 weeks.
2. Special classrooms/other environments by certified special education personnel or classified instructional staff under the supervision of certified special education personnel.

If specially designed instruction is not provided directly by certified special education personnel, it must be designed, monitored, and evaluated by such personnel on the basis of a written plan, which is evaluated at least once a grading period.

### **Placement Considerations and Annual Review**

The placement of each student with disabilities shall be determined at least annually at an ARD Committee meeting conducted pursuant to this section.

The selection of the appropriate placement option or options for each student with disabilities shall be based upon:

1. Information drawn from a variety of sources, including aptitude and achievement tests, teacher recommendations, parental input, physical condition, social and cultural background, and adaptive behavior;
2. The student's individualized education program;
3. The least restrictive environment requirements;
4. The option or combination of options that provides a reasonably high probability of assisting the student to attain his or her annual goals; and
5. A consideration of any potential harmful effect on student or on the quality of services which he or she needs.



**Initial Placement**

AMERICAN YOUTHWORKS CHARTER SCHOOL shall provide written notice of a student's proposed initial special education placement, or of AMERICAN YOUTHWORKS CHARTER SCHOOL's inability or refusal to make a special education placement, at the initial meeting or within ten (10) calendar days after the initial meeting provided for in this section. The notice shall comply with the notice requirements of this section.

The written consent of parent(s) (or adult student) shall be requested if special education placement is proposed.

The student's proposed special education placement shall commence when either:

1. Written consent has been given by the parent(s) (or the adult student); or
2. The refusal of a student's parent(s) (or adult student) to grant consent has been overridden by AMERICAN YOUTHWORKS CHARTER SCHOOL pursuant to a hearing (or appeal) conducted in accordance with this section.

**Preschool Services Including Transition to Preschool**

AMERICAN YOUTHWORKS CHARTER SCHOOL, does not provide preschool services; if they add preschool services the procedures would include:

1. Families will be included in the development of transitional plans;
2. AMERICAN YOUTHWORKS CHARTER SCHOOL, the public agency in which the child is being served, and the family will be notified of the need for transitional planning;
3. With the approval of the family, a conference between the public agency, family, and AMERICAN YOUTHWORKS CHARTER SCHOOL will be conducted to arrange for smooth transition;
4. The conference shall occur at least 90 days before such child is eligible for the preschool program under Part B of IDEA;
5. The meeting will include reviewing each child's program options for the period commencing on the day a child turns three (3) running through the remainder of the school year, and establishing a transition plan; and
6. If the child will participate in AMERICAN YOUTHWORKS CHARTER SCHOOL's preschool program under Part B of IDEA at age three (3), an individualized education program consistent with this chapter will be developed and implemented by the child's third birthday. AMERICAN YOUTHWORKS CHARTER SCHOOL will provide the family with information on the eligibility and evaluation requirements under Part B of IDEA, including the parent's and AMERICAN YOUTHWORKS CHARTER SCHOOL's rights regarding procedural safeguards.

**Home/Hospital Instruction**

Home or hospital instruction shall be provided to students who are unable to attend school for an estimated period of four (4) weeks or more because of physical disability or illness. The parent(s) of a student (or the adult student) shall request the services and provide a written statement to AMERICAN YOUTHWORKS CHARTER SCHOOL from a qualified medical practitioner that states the student will not be able to attend school for an estimated period of at least four (4) weeks.

Home/hospital instructional services shall not be used for initial or ongoing placement of otherwise eligible special education students. It shall be limited to placement as is deemed necessary to provide temporary intervention as a result of a physical disability or illness.

**CONTRACTUAL SERVICES**

AMERICAN YOUTHWORKS CHARTER SCHOOL shall contract with nonpublic and/or public school agencies for special education and related services for students with disabilities when AMERICAN YOUTHWORKS CHARTER SCHOOL establishes that it cannot provide an appropriate education for the student with a disability within AMERICAN YOUTHWORKS CHARTER SCHOOL.

If a student with a disability has a free appropriate public education available and the parents choose to place the student in a private school or facility, AMERICAN YOUTHWORKS CHARTER SCHOOL is not required by this section to pay for the student's education at the private school or facility. However, AMERICAN YOUTHWORKS CHARTER SCHOOL shall make services available to the student as provided under this section.

## PROCEDURAL SAFEGUARDS

### Prior Notice

Written notice of Procedural Safeguards in accordance with this section shall be given by AMERICAN YOUTHWORKS CHARTER SCHOOL to the parent(s) of a student (or to an adult student) with a disability (in their primary language):

1. Upon initial referral for evaluation;
2. Upon each notification of an ARD (IEP) meeting;
3. Upon reevaluation of a child;
4. Upon receipt of a request for due process under sec. 300.507 of the new IDEA regulations.

This document has been developed by the Texas Education Agency and includes a full explanation of all procedural safeguards that meet the requirements of 34CFR300.504(b). The administrative designee at the local campus shall be responsible for explaining the document, providing answers to any questions and insuring that the parent, guardian or adult student have an understanding of their rights under FERPA.

### Parent Consent

Parental consent must be obtained in writing (or overridden by a due process hearing) before:

1. Conducting a pre-placement evaluation; and
2. Providing initial special education services to a special education student.

AMERICAN YOUTHWORKS CHARTER SCHOOL shall not require written parental consent as a condition for receiving any other benefit, service, or activity to the parent or to the student.

The consent form:

1. includes an explanation of the activities needing consent
2. is kept in the eligibility folder
3. is voluntarily signed by the parent, guardian or adult student
4. states that even if signed, consent may be revoked at any time.

**Contents of Notice**

The notice required by this section shall include:

1. A full explanation of all of the procedural safeguards available to the parent (or the adult student) that are set forth in 34 CFR.
2. A description of the action proposed or refused by AMERICAN YOUTHWORKS CHARTER SCHOOL, an explanation of why the AMERICAN YOUTHWORKS CHARTER SCHOOL proposes or refuses to take the action, and a description of any options the AMERICAN YOUTHWORKS CHARTER SCHOOL considered and the reasons why those options were rejected;
3. A description of the evaluation procedure, testing, records, or report AMERICAN YOUTHWORKS CHARTER SCHOOL used as a basis for the proposal or refusal; and
4. A description of any other factors which are relevant to AMERICAN YOUTHWORKS CHARTER SCHOOL's proposal or refusal.

The notice shall be:

1. Written in language understandable to the general public; and
2. Provided in the native language of the parent (or adult student) or other mode of communication used by the parent (or adult student), unless it is clearly not feasible to do so.

If the native language or other mode of communication of the parent (or adult student) is not a written language, AMERICAN YOUTHWORKS CHARTER SCHOOL shall take steps to assure that:

1. The notice is translated orally or by other means to the parent (or adult student) in his or her native language or other mode of communication;
2. The parent (or adult student) understands the content of the notice; and
3. There is written evidence that the requirements in this section have been met.

**Local Due Process Hearings**

A hearing conducted in accordance with this section may be initiated in the following cases for the purposes stated:

1. The parent(s) of a student (or adult student) or AMERICAN YOUTHWORKS CHARTER SCHOOL may initiate a hearing to challenge or to show (as the cause may be) the appropriateness of a proposal by AMERICAN YOUTHWORKS CHARTER SCHOOL to initiate or change:
  - a. The identification of the student;
  - b. The evaluation of the student;
  - c. The delivery of educational services to the student; or
  - d. The provision of special education and related services to the student pursuant to this section.
  
2. The parent(s) of a student (or adult student) or AMERICAN YOUTHWORKS CHARTER SCHOOL may initiate a hearing to challenge or to show (as the case may be) the appropriateness of AMERICAN YOUTHWORKS CHARTER SCHOOL's refusal of the parent(s) (or the adult student's) request to initiate or change:
  - a. The identification of the student;
  - b. The evaluation of the student;
  - c. The delivery of educational services to the student; or
  - d. The provision of special education or related services to the student pursuant to this section.
  
3. AMERICAN YOUTHWORKS CHARTER SCHOOL may initiate a hearing to show that its evaluation of a student is appropriate if the student's parent(s) (or the adult student) disagrees with the evaluation results.
  
4. A request by a student's parent(s) (or an adult student) for a hearing pursuant to this section shall:
  - a. Be in writing and specify AMERICAN YOUTHWORKS CHARTER SCHOOL;
  - b. Be mailed or provided directly to the Director/Principal.

- c. Explain the complaint of the parent(s) (or adult student) in general or specific terms.
5. A request by AMERICAN YOUTHWORKS CHARTER SCHOOL for a hearing pursuant to this section shall:
- a. Be in writing;
  - b. Be provided directly to the **Director/Principal**. A copy of such request, including required attachments, shall be transmitted to the student's parent(s) (or adult student);
  - c. Have attached to such request a copy of the notice to parent(s) (or adult student) as required by this section. If the hearing request by AMERICAN YOUTHWORKS CHARTER SCHOOL is in response to a request for an independent educational evaluation, AMERICAN YOUTHWORKS CHARTER SCHOOL's written request for a hearing shall have attached a copy of the written notice to AMERICAN YOUTHWORKS CHARTER SCHOOL required by this section.

The hearing shall be conducted by and at the expense of AMERICAN YOUTHWORKS CHARTER SCHOOL and shall inform parent(s) (or adult student) of their rights during the conduct of the hearing.

### **Mediation**

The mediation process is an alternative dispute resolution procedure made available to parents(or adult students) by Texas Education Agency (TEA). This process is outlined in "An Explanation of Rights and Procedural Safeguards of a parent With a Child with a Disability" a document written by (TEA). AMERICAN YOUTHWORKS CHARTER SCHOOL will provide parents with this document and an explanation of Mediation procedures as needed.

### **Impartial Due Process Hearing**

Parents (or adult students) have the right to impartial due process hearings as outlined by TEA in "An Explanation of Rights and Procedural Safeguards of a Parent With a Child with a Disability" about any of the following;

1. Identifying their child/self as needing special education or related services;
2. Evaluation of their child/self for special education or related services;
3. Placing their child/them in special education or related services;
4. Their child's/their free appropriate public education (FAPE).



AMERICAN YOUTHWORKS CHARTER SCHOOL will provide parents with an explanation of Impartial Due Process procedures as needed.

IP3



### **Appeals**

A decision made by an independent hearing office under this section is final, unless modified or overturned by a court of law. Any party aggrieved by the findings and decision made in a hearing does not have the right to appeal under this section but has the right to bring a civil action under Section 615 (e)(2) of the Individuals with Disabilities Education Act. A civil action may be filed in either state or federal court.

### **Attorney's Fees**

AMERICAN YOUTHWORKS CHARTER SCHOOL shall inform parents that in any action or proceeding under of the Individuals with Disabilities Education Act, courts may award parents reasonable attorney's fees under certain circumstances.

### **Student Status**

During the pendency of any administrative or judicial proceeding regarding a complaint initiated under this section, unless AMERICAN YOUTHWORKS CHARTER SCHOOL and the parent(s) of the student (or adult student) agree otherwise, the student involved in the complaint shall remain in the educational placement he or she was in at the time the complaint was made.

The student, with the consent of the parent(s) (or adult student) shall be placed in the regular school program until the completion of all such proceedings if the complaint involves an application for initial admission to the school.

## PERSONNEL DEVELOPMENT

In order to provide a staff development program to improve the quality of instructional programs, the following procedures will be employed:

1. Special education concerns will be identified through a staff needs assessment completed by administrators, teachers, program assistants, parents, and volunteers;
2. An in-service training schedule will be developed based upon the results of the assessment and in support of the needs identified in the state's Comprehensive System of Personnel Development needs survey; and
3. Training activities will be conducted for regular and special education staff, and staff of other agencies and organizations as needed.

**Transportation**

All students with disabilities will be afforded access to the same transportation options available to students without disabilities.

In addition, those students with disabilities are also to be provided transportation as a related services as referenced in §300.24 CFR (Federal Regulations – Individuals with Disabilities Education Act (IDEA)) if determined necessary by the Admission Review and Dismissal committee and incorporated into the student's Individual Education Plan.

**Program Length**

The length of the education program for students with disabilities shall be at least as long as the education program for students who are not disabled in terms of both the number of school days in the regular school year and the average number of hours per school day. If a student with a disability cannot attend school a full day, the reason shall be documented in his or her records and the length of the school day addressed in the IEP. The program length for a student during an extended school year shall be determined through the student's IEP.

**Long-term Suspension or Expulsion**

Students in special education are not to be improperly excluded from school for disciplinary reasons. In order to accomplish this, AMERICAN YOUTHWORKS CHARTER SCHOOL shall comply with the following procedures:

1. Prior to the disciplinary action, which constitutes a significant change of placement in a special education student's educational placement, the evaluation team will determine whether the misconduct for which the student is being excluded from school is a manifestation of the disability and/or due to an inappropriate placement.
2. If the misconduct is a manifestation of the disability and/or due to an inappropriate placement, the proposed disciplinary action, resulting in a significant change of placement, may not be implemented. Instead, AMERICAN YOUTHWORKS CHARTER SCHOOL must convene an ARD Committee meeting for the purposes of developing an appropriate program. AMERICAN YOUTHWORKS CHARTER SCHOOL has a continuing responsibility to provide special education to the student.
3. If the misconduct is neither a manifestation of the disability or due to an inappropriate placement, the proposed disciplinary action may be implemented. AMERICAN YOUTHWORKS CHARTER SCHOOL must provide a special educational program for the student during the long-term suspension or expulsion.

4. AMERICAN YOUTHWORKS CHARTER SCHOOL must provide the parent(s) with written notice regarding the evaluation team decision as to whether the misconduct for which the student is being excluded from school is a manifestation of the disability or due to an inappropriate placement.

A significant change in placement means any suspension, in or out of school, or expulsion for disciplinary reasons which excludes a special education student from school for more than ten (10) consecutive school days in a school year or a series of suspensions that are each of ten (10) days or fewer which create a pattern of exclusion. Patterns of exclusion are determined on an individual basis by the evaluation team, consisting of length of suspension, proximity of suspension to each other, and amount of time the student is excluded. The evaluation team will document this in a written narrative and provide written notice regarding their decision.

A special education student who poses an immediate and continuing danger to the student, other students, or school personnel or an immediate and continuing threat of substantial disruption may be expelled pursuant to WAC 180-40-295. Prior to exclusion exceeding ten (10) school days, AMERICAN YOUTHWORKS CHARTER SCHOOL must complete the procedures defined in this section. A parent(s) (or adult student) may request a hearing. During the pendency of the hearing the student involved in the complaint shall return to the educational placement he or she was in at the time of the expulsion. AMERICAN YOUTHWORKS CHARTER SCHOOL may obtain a court order (a temporary restraining order or injunction) during pendency of a hearing to extend the exclusion from school for a dangerous student beyond ten (10) school days.

### Citizen's Complaint Process

Any individual, entity, or organization may register a citizen complaint with the Director/Principal in which it is alleged that a violation of applicable special education statutes and/or regulations has occurred. The Director/Principal shall refer the complaint to AMERICAN YOUTHWORKS CHARTER SCHOOL for action. When this occurs, the following procedures apply:

1. The designee of AMERICAN YOUTHWORKS CHARTER SCHOOL shall notify the employee(s) designated to monitor and coordinate AMERICAN YOUTHWORKS CHARTER SCHOOL's compliance with this chapter;
2. This employee(s) will investigate any complaint(s) communicated to the Director/Principal.
3. Upon completion of the investigation by the designated employee(s), the employee(s) will develop a written report including applicable documentation of the results of the investigation. Said officials shall respond in writing to the Director/Principal no later than 20 calendar days after the date of receipt of any complaint.

4. The response to the Director/Principal shall clearly state either:
  - a. That the entity denies the allegations contained in the complaint and the basis for such denial; or
  - b. Proposes reasonable corrective action(s) deemed necessary to correct the violation.
5. The designee of AMERICAN YOUTHWORKS CHARTER SCHOOL will assist the Director/Principal in carrying out the responsibility for notifying the public of the citizen's complaint process.
6. The designee of AMERICAN YOUTHWORKS CHARTER SCHOOL will take any steps necessary to complete reasonable corrective action(s) ordered by the Director/Principal as a result of a citizen's complaint.

### **Evaluation**

Annually, as a component of applying for funds, AMERICAN YOUTHWORKS CHARTER SCHOOL will describe procedures, including a process for parent/family involvement, for evaluating the effectiveness of programs designed to meet the educational needs of special education students, and procedures for evaluating the effectiveness of IEP's.

## ASSISTIVE TECHNOLOGY

AMERICAN YOUTHWORKS CHARTER SCHOOL will ensure the assistive technology (AT) devices and/or services are made available to a child with a disability if required as part of the child's special education related services or supplementary aids and services.

34 CFR 300.5, 300.6, 300.16, 300.17, 300.308, 300.550(b)(2); 19 TAC 89.1030, 89.1050

The AMERICAN YOUTHWORKS CHARTER SCHOOL will establish a system to address the provision of AT devices and/or services if they are necessary for a student with a disability to receive FAPE. This system may include but not be limited to the following:

1. the evaluation of the needs of a child with disability, including a functional evaluation of the child's customary environment;
2. purchasing, leasing, or otherwise providing for the acquisition of AT devices by children with disabilities;
3. selecting, designing, fitting, customizing, adapting, applying, retaining, repairing or replacing AT devices;
4. coordinating and using other therapies, interventions, or services with AT devices, such as those associated with existing education and rehabilitation plans and programs;
5. training or technical assistance for a child with a disability or, of appropriate that child's family;
6. training or technical assistance for professional (including individuals providing education or rehabilitation services), employers, or other individuals who provide services to employ or otherwise substantially involved in the major life functions of a child with a disability.

The system may also include guidelines for:

1. obtaining and considering evaluation information about the student's potential need for AT devices and/or services;
2. acquiring, maintaining and replacing needed devices;
3. training and/or technical assistance for a student with a disability and/or, if appropriate, the student's family;
4. training and/or technical assistance for individuals who provide services to students with disabilities.

AT services are potentially available to all students with disabilities, not just those with sensory impairments or severe physical disabilities. Categories of AT include aids to improve self-help skills and encourage independence, electronic and non-electronic devices that enhance communication skills, instructional material aids, sensory aids, environmental control systems, and home/work modifications.

# ATTACHMENT # 6

5 B.2. Educational Plan

Section 504 Compliance



## Section 504 Compliance

***“No qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.”***

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of disability. While Section 504 and the Individuals with Disabilities Act (IDEA) are both laws that apply to disabled students, there are distinct differences between the two legislative acts. First, Section 504 has a broader definition of disabling conditions than IDEA, in that it does not list specific categories of disabilities. The definition, outlined in 34 Code of Federal Regulation, states that “Any person who (i) has a physical or mental impairment which substantially limits one or more major life activities, (ii) has a record of such an impairment, or (iii) is regarded as having such and impairment.” While some students may not be considered disabled and do not qualify for services under IDEA, they may qualify under section 504. For instance, a student with Attention Deficit Disorder would not be considered disabled under IDEA, but would qualify for services under Section 504. **However, if a student is IDEA-eligible, s/he will also be protected under Section 504.**

Unlike the IDEA, which is a funding statute, Section 504 is simply a nondiscrimination statute that prohibits discrimination on the basis of a person's disability. However, similar to IDEA, Section 504 is enforced through a set of complex federal regulations. For schools to be in compliance, they must establish procedures to:

1. Provide written assurance of nondiscrimination whenever they receive federal funds. (34 CFR § 104.5)
2. Appoint a 504 Coordinator if they have more than 15 employees. (34 CFR §104.7a)
3. Establish a grievance procedure to resolve complaints of discrimination if they have more than fifteen employees. (34 CFR § 104.7b)
4. Provide notice to students, parents and employees on nondiscrimination in admission, or access to, or treatment or employment in, their programs or activities (if more than 15 employees). The notice should specify the name of the 504 coordinator and be included in the school's student/parent handbook. (34 CFR §104.8)
5. Conduct childfind activities to identify and locate all Section 504 students in their geographical area who are not receiving a public education. (34 CFR §104.32a)
6. Provide annual notice to students with disabilities and their parents/guardians of the school district's responsibility under Section 504. (34 CFR §104.32b)

7. Provide parents with procedural safeguards which include:
  - a. notice of their rights
  - b. opportunity to review relevant records
  - c. right to a hearing conducted by an impartial person, who is not an employee of the school district and who has no conflict of interest (34 CFR §104.36)
8. Provide a free appropriate education to any student, which means the provision of regular or special education and related aids or services designed to meet individual educational needs. (34 CFR §104.33)
9. Educate 504 students in the least restrictive environment to the maximum extent appropriate to the needs of the disabled students. Generally, 504 students are served in regular education programs with necessary accommodations/modifications and/or assistive aids. (34 CFR §104.33)
10. Establish a 504 committee (2 or more people) who are responsible for the identification, evaluation, and placement process outlined in 34 CFR §104.34 (a) (b) (c).

Even though a student has a physical or mental impairment, s/he is not entitled to special treatment under Section 504 unless s/he has also demonstrated an education need, which is determined on a case-by-case basis. The Office for Civil Rights has stated that *educational need* is not limited to academic problems stemming from a student's disability. For example, students with attention deficit disorder may demonstrate adequate levels of academic performance, but need support services in the regular educational setting which address behavior problems which interfere with learning. Similarly, a student with no learning or behavior problems but needs simple medical procedures such as insulin shots or asthma treatments in order to be able to attend school would be considered to have an educational need under Section 504, as would a mobility-impaired child who needs accommodations for wheelchair access.

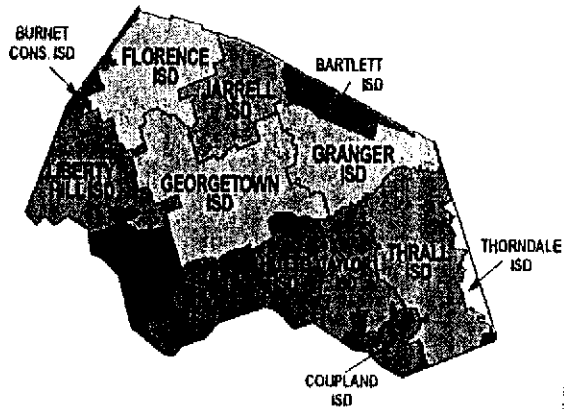
American YouthWorks Charter School Section 504 Coordinator is Melanie Kaplan. For a more in-depth examination of Section 504 disabilities and how this statute relates to public schools, refer to the **TEA's Section 504: Student Issues and Public Schools**, found in the appendix section of this handbook.

# ATTACHMENT # 7

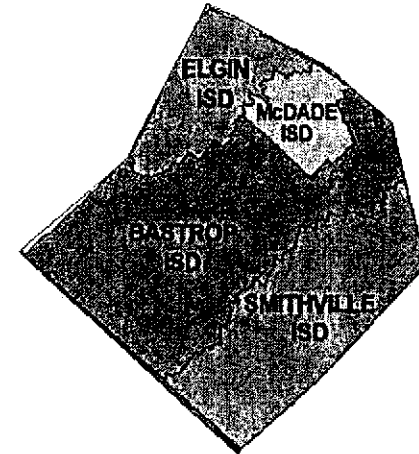
## 7 A. Geographic Boundaries and Statements of Impact

### Geographic Area Served by Charter School

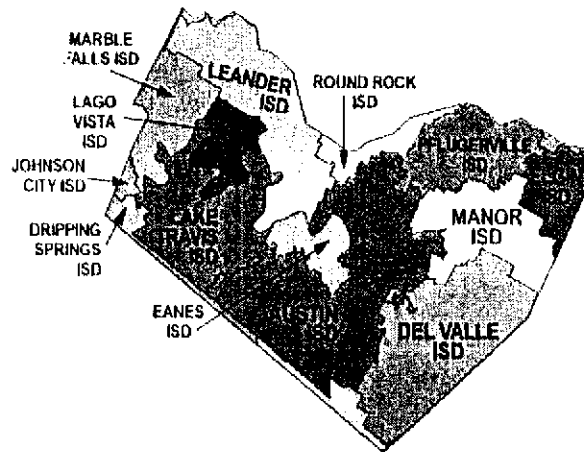
Williamson County



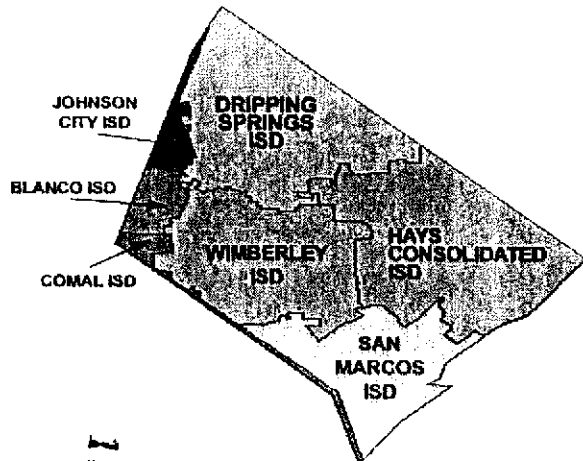
Bastrop County



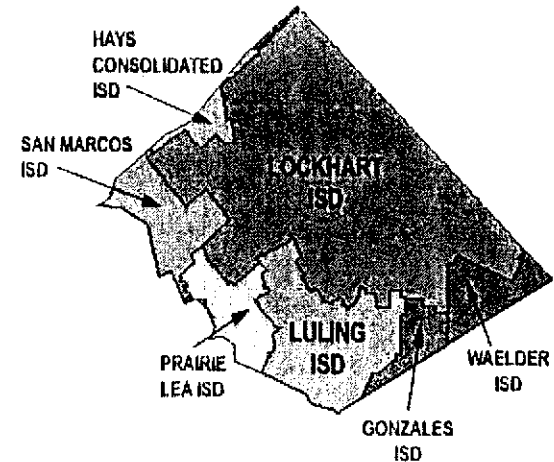
Travis County



Hays County



Caldwell County



# ATTACHMENT # 8

**7 C.3. Geographic Boundaries and Statements of Impact**

**Post Office Receipts from Statement of Impact Mailing**

Z 157 139 724



**Receipt for Certified Mail**  
 No Insurance Coverage Provided  
 Do not use for International Mail  
 (See Reverse)

PS Form 3800, March 1993

Sent to Superintendent of LISD	
Street and No. P.O. Box 120	
P.O., State and ZIP Code Lockhart, TX 78044	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

Fold at line over top of envelope to the right of the return address  
**CERTIFIED**

Z 157 139 724

Z 157 139 723



**Receipt for Certified Mail**  
 No Insurance Coverage Provided  
 Do not use for International Mail  
 (See Reverse)

PS Form 3800, March 1993

Sent to Superintendent of PISD	
Street and No. 1401 West Pecan St	
P.O., State and ZIP Code Pflugerville, TX 78660	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

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Z 157 139 723

Z 157 139 722



**Receipt for Certified Mail**  
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 (See Reverse)

PS Form 3800, March 1993

Sent to Superintendent of LISD	
Street and No. P.O. Box 218	
P.O., State and ZIP Code Leander, TX 78046	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

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Z 157 139 722

Z 157 139 740



**Receipt for Certified Mail**

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(See Reverse)

PS Form 3800, March 1993

Sent to <b>Superintendent of MISD</b>	
Street and No. <b>P.O. Drawer 6</b>	
P.O., State and ZIP Code <b>Mansfield TX 78053</b>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

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Z 157 139 740

Z 157 139 465



**Receipt for Certified Mail**

No Insurance Coverage Provided  
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(See Reverse)

PS Form 3800, March 1993

Sent to <b>Superintendent of SMISD</b>	
Street and No. <b>P.O. Box 1087</b>	
P.O., State and ZIP Code <b>San Marcos, TX 78667</b>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

Fold at line over top of envelope to the right of the return address

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Z 157 139 465

Z 157 139 464



**Receipt for Certified Mail**

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PS Form 3800, March 1993

Sent to <b>Superintendent of RRISD</b>	
Street and No. <b>1311 Round Rock Ave</b>	
P.O., State and ZIP Code <b>Round Rock, TX 78681</b>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

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Z 157 139 464

Z 157 139 716



**Receipt for Certified Mail**

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PS Form 3800, March 1993

Sent to <b>Superintendent of WISD</b>	
Street and No. <b>P.O. Box 1929</b>	
P.O. State and ZIP Code <b>Wimberly TX 78676</b>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

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Z 157 139 716

Z 157 139 549



**Receipt for Certified Mail**

No Insurance Coverage Provided  
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(See Reverse)

PS Form 3800, March 1993

Sent to <b>Superintendent of DVISD</b>	
Street and No. <b>2404 Shepard Lane</b>	
P.O. State and ZIP Code <b>Del Valle, TX 78617</b>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

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Z 157 139 466



**Receipt for Certified Mail**

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(See Reverse)

PS Form 3800, March 1993

Sent to <b>Superintendent of CISD</b>	
Street and No. <b>P.O. Box 217</b>	
P.O. State and ZIP Code <b>Coopland, TX 78615</b>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

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APPLICATION

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Z 157 139 736



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(See Reverse)

PS Form 3800, March 1993

Sent to <i>Superintendent of LTISP</i>	
Street and No. <i>3322 RR 620 South</i>	
P.O., State and ZIP Code <i>Austin TX 78734</i>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

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Z 157 139 738



**Receipt for Certified Mail**

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(See Reverse)

PS Form 3800, March 1993

Sent to <i>Superintendent of BLSO</i>	
Street and No. <i>105 Loop 105 West, Ste J</i>	
P.O., State and ZIP Code <i>Bastrop TX 78002</i>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

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Z 157 139 734



**Receipt for Certified Mail**

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(See Reverse)

PS Form 3800, March 1993

Sent to <i>Superintendent of ELSO</i>	
Street and No. <i>601 Camp Craft Rd</i>	
P.O., State and ZIP Code <i>Austin TX 78746</i>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

Fold at line over top of envelope to the right of the return address

**CERTIFIED**

Z 157 139 734

Z 157 139 733



**Receipt for Certified Mail**

No Insurance Coverage Provided  
Do not use for International Mail  
(See Reverse)

PS Form 3800, March 1993

Sent to <b>Superintendent of DSISD</b>	
Street and No. <b>P.O. Box 479</b>	
P.O., State and ZIP Code <b>Drifting Springs, TX 78620</b>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

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**CERTIFIED**

Z 157 139 733

Z 157 139 495



**Receipt for Certified Mail**

No Insurance Coverage Provided  
Do not use for International Mail  
(See Reverse)

PS Form 3800, March 1993

Sent to <b>Superintendent of HCSD</b>	
Street and No. <b>21003 IH-35</b>	
P.O., State and ZIP Code <b>Kyle, TX 78040</b>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

Fold at line over top of envelope to the right of the return address

**CERTIFIED**

Z 157 139 495

Z 157 139 731



**Receipt for Certified Mail**

No Insurance Coverage Provided  
Do not use for International Mail  
(See Reverse)

PS Form 3800, March 1993

Sent to <b>Superintendent of AISD</b>	
Street and No. <b>1111 W. 6th St</b>	
P.O., State and ZIP Code <b>Austin TX 78703</b>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

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**CERTIFIED**

Z 157 139 731

# ATTACHMENT # 9

## 8 B. Community Support

### Partnership Letters

- 8 B.
- Texas Commission on Volunteerism & Community Service
  - Corporation for National Service
  - U.S. Department of Housing and Urban Development
  - Peoples Community Clinic
  - University of Texas at Austin, School of Social Work
  - St. Edwards University; ACC Articulation Agreements
  - Austin/Travis County Health & Human Services Department
  - Goodwill Industries
  - Pervasive Software
  - Austin Area Charter Schools Cooperative



June 5, 2000

Richard Halpin  
Founder and CEO  
American YouthWorks  
216 East Fourth Street  
Austin, Texas 78701

Dear Richard:

This letter confirms that your Casa Verde/E-Corps programs have been awarded an AmeriCorps grant of \$1,000,000 by the Texas Commission on Volunteerism and Community Service for Program Year 2000-2001 (beginning 2001).

Your approved budget for the program includes \$36,000 (\$4,500 per house) for construction supervision for sites at [REDACTED], [REDACTED], [REDACTED], [REDACTED] (3 lots), and [REDACTED] (2 lots). The budget also includes \$655,274 for other line items. Total budget for the Youthbuild program is \$691,274. Additionally, child care will be funded directly by the Corporation for National Service for all qualifying AmeriCorps members. Based on previous eligibility of members and amounts reimbursed, an estimated \$63,000 will be provided for child care.

Congratulations on your new award. We look forward to working with your high-quality programs in the coming year.

Sincerely,

Robert Hickerson  
Executive Director

cc: Jerry Bertrand, Grants Officer, TxCVCS  
Rosa Moreno, Program Officer, TxCVCS

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Thursday, June 15, 2000

APPLICATION

Mr. Richard Halpin  
CEO  
American Youthworks  
216 E. Fourth Street  
Austin, Texas 78701

Re: AmeriCorps \*VISTA Project No. TX-31-446-8

CORPORATION  
FOR NATIONAL  
★ SERVICE

Dear Mr. Halpin:

Congratulations, your organization has once again met the requirements for AmeriCorps\*VISTA sponsorship! Your application for the assignment of nine (9) AmeriCorps\*VISTA Members and one (1) AmeriCorps\*VISTA Leader has been approved. Enclosed is a Memorandum of Agreement, which will constitute the formal agreement between American Youthworks and the Corporation for National Service Texas State Office. Please sign and return this copy. A fully executed copy will be returned to you.

The purpose of this letter is to review the administration of the AmeriCorps\*VISTA project. The following points are noted for that purpose.

1. Your application has been approved for the placement of nine (9) AmeriCorps\*VISTA Members and one (1) AmeriCorps\*VISTA Leader. Members can be recruited locally through the efforts of the sponsor or through the national pool of pre-screened volunteers. All selected volunteer applicants must attend a three day Pre-Service Orientation (PSO) prior to entering service. The Corporation for National Service conducts these orientations and covers all travel expenses for the trainees. The remaining orientation dates for Fiscal Year 2000 are tentatively scheduled for May 15-17, 2000, July 17-19, 2000, and August 23-25, 2000. You must submit completed AmeriCorps\*VISTA Member Applications and Sponsor Evaluations at least 30 days prior to the scheduled PSO in order for your applicants to be scheduled to attend PSO.
2. If a VISTA Member assigned to your project should terminate prior to completing one year of service, regardless of the reason, it will not be possible to place another VISTA in that position until the next Pre-Service Orientation (PSO). Usually this situation does not pose problems, but indicates the need to be especially thoughtful in your selections. Please notify me of any VISTA's absence from the project for more than three consecutive days (i.e. personal emergency, illness, etc.) or any unapproved absences. This is for administrative purposes, which, if not properly handled, can adversely affect the individual VISTA concerned. You will also receive a form requiring your signature to certify that your VISTA(s) have been on-site during the previous pay-period. That form should be returned to this office as instructed.
3. We try to monitor all our projects at least once a year. This is intended to be a positive experience for all. It provides our staff with the opportunity to interview volunteers and project staff; review project progress; collectively identify and resolve any difficulties or concerns; provide technical assistance as needed; and jointly plan for project activities that respond to our respective goals and purposes.
4. Your reporting requirements are minimal. They are satisfied by completing the Project Progress Report Form. You may also download this form off the Internet at [www.nationalservice.org](http://www.nationalservice.org). Once your project starts these reports are due on the Calendar quarter as noted below. Partial reports may be required for the first and final reports.

Texas Program Office  
903 San Jacinto, Ste. 130  
Austin, Texas 78701-2450  
Telephone: 512-916-5671  
Fax: 512-916-5806

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## APPLICATION

These reports provide you with the opportunity to increase our awareness of your efforts and to request our assistance. This report also serves as a management tool for you. The schedule for submission of these forms is:

<u>Report Period</u>	<u>Due Date</u>
January 1 - March 31	April 30
April 1 - June 30	July 30
July 1 - September 30	October 30
October 1 - December 31	January 30

5. All Members must attend an Early Service Training (EST) approximately 90 to 120 days following their PSO. Again, the Corporation for National Service covers the cost associated with this training. Members will be made aware of this requirement during PSO. Both your and your Members will receive information concerning EST in the mail when the training dates approach.
6. As a VISTA sponsor, you are eligible to apply for a second year without an interruption of your project. Three months prior to the end of your Memorandum of Agreement period, you should complete an application similar to what you submitted for the first year. The submission of an application does not assure its approval or commitment of the Corporation for National Service's resources. Each application is evaluated on its own merits and is subject to availability of resources.
7. VISTA volunteers may request to extend their service for a period of 30 days or more, or re-enroll for a period of one year. This request must be approved and justified by your agency. The request must be coordinated through our office and approval is subject to budget considerations. Volunteer extensions and reenrollments are not assured.
8. VISTA sponsor organizations are expected to provide reimbursement for volunteers who use their own vehicles or public transportation in performing project-related duties. It is strongly suggested that you maintain written policies and procedures, including reporting forms, as a management tool for monitoring and reimbursing these expenditures. The current mileage reimbursement rate for VISTA Members is \$.30.

To make all of this official, please be sure to sign and return the enclosed Memorandum of Agreement. I wish you success with your project! As always, if you have any questions, please feel free to call our office.

Sincerely,



Jerry Thompson  
State Program Director

cc: Pat Conegliano

CC: TS, DR, RW, DM



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, D.C. 20410-7000

APPLICATION

OFFICE OF THE ASSISTANT SECRETARY FOR  
COMMUNITY PLANNING AND DEVELOPMENT

Mr. Richard Halpin  
American Institute for Learning  
422 Congress Avenue  
Austin, TX 78701

Re: Funding Approval, Youthbuild Grant Number: Y-1998-IM-TX-0139

Dear Mr. Halpin:

Congratulations! Your 1998 Youthbuild application was selected for funding in the amount of \$700,000. This grant will allow you to implement a Youthbuild project which will provide education, support services and job skills to disadvantaged youths, as well as increase the supply of affordable housing. Additional documentation needed to finalize your award will be forwarded shortly.

Cost may be incurred as of the date of this approval letter, provided that they are in accordance with the terms of the executed grant agreement.

HUD is committed to empowering people to work together to create jobs and other economic opportunities. We look forward to working with you to address the complex problems facing today's youth.

Sincerely,

Cardell Cooper



APPLICATION

# People's Community Clinic



2909 North IH-35, Austin, Texas 78722

478-8924 (Appointments) 478-4939 (Business)

*Board of Directors**President**Joan Lava*

October 6, 2000

*Sandi Aitken**Melanie Barnes**Robert Bernstein, M.D.**Pam Contreras-Jones**Lee Doughtie**Mary Margaret Farabee**Dean Goodnight**Linda Haines**Scott Hentschel**Tommy Hodinh**Neal Kocurek(Ex Officio)**Brad Laughlin**William J. Martin**Jeff Minch**Amy Mok**Caroline Murphy, RN,MSN**Nona Niland, M.D.**Bill O'Brien**Pete Perialas**Peggy Davis Pryor, Ed.D.**Rafael Quintanilla**Carol Robertson**Executive Director**Roseanna Szilak**Medical Director**Jim Brand, M.D.*

Richard Halpin  
American Youthworks  
422 Congress Ave.  
Austin, TX 78701

Dear Richard,

PCC (People's Community Clinic) has for a number of years been a collaborating partner with American Youthworks. This partnership has resulted in PCC's delivery of healthcare services at the Youthworks' Downtown Center for Health site.

These health services are so important to the young people and their families. With a Charter School on-site, this collaborative health center allows Charter School students easy access to a broad range of preventative and treatment services.

PCC enthusiastically supports Youthworks' efforts to serve at-risk youth. The Charter School at Youthworks provides young people with the opportunity to complete their education and develop the skills necessary for full participation in the community.

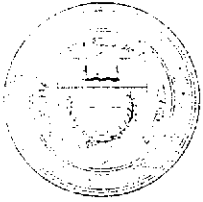
Sincerely,

A handwritten signature in cursive script that reads "Roseanna Szilak".

Roseanna Szilak  
Executive Director

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SCHOOL OF SOCIAL WORK  
THE UNIVERSITY OF TEXAS AT AUSTIN

APPLICATION

1925 San Jacinto Boulevard • Austin, Texas 78712-1203 • e-mail: [REDACTED] www.utexas.edu/depts/sswork/

General Information,  
Admission, and  
Academic Programs  
512-471-5457  
Fax 512-471-9600

Recruitment, Career  
Services, and Alumni  
Relations  
512-475-8131  
Fax 512-471-9600

Center for  
Social Work Research  
512-471-9832  
Fax 512-471-9514

Dean's Office  
512-471-1937  
Fax 512-471-7268

Development Office  
512-475-6840  
Fax 512-232-2165

Rebecca Benz  
Director, Charter School  
American YouthWorks  
216 East 4<sup>th</sup> Street  
Austin, Texas 78701

October 5, 2000

Dear Rebecca,

The University of Texas at Austin School of Social Work is pleased to work in collaboration with American YouthWorks. For the last several years, our Bachelors and Masters level students have greatly benefited from the practicum experience provided them by your agency. The students have an excellent opportunity to gain learning experiences in the areas of education, employment, health, substance abuse, and housing. Together our efforts have helped prepare our students to make a contribution to the field of Social Work and to the community of Austin. I look forward to our continued involvement.

Sincerely,

Jane A. Kretzschmar, LMSW-ACP  
Director of Field Education

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## APPLICATION

Career Planning  
and Experiential Learning**To Whom It May Concern:**

St. Edward's University students gain *valuable work experience* in their chosen major or field of study through the SEU internship programs. An internship is an opportunity for experiential learning - learning through experience. It is also an opportunity to learn new skills, expand knowledge of a particular field of study, explore career options, and apply academic knowledge in a "real-life" situation. Academic credit can be earned for the learning that takes place in an internship.

One of the internship programs in place is the Kauffman Social Entrepreneurial Internship Program (KSEIP). One component of this program is a collaboration between the Career Planning & Experiential Learning Office and various faculty at St. Edward's University, American Youthworks, and the Kauffman Center for Entrepreneurial Leadership of Kansas City, MO.

Funding from the Kauffman Foundation provide a stipend of \$10 per hour. During the academic year it is expected that interns be placed in various departments within American Youthworks on a semester basis. These internships are credit bearing and are intended solely for juniors and seniors.

Other internship opportunities outside this program with American Youthworks are available on an as-needed student basis.

For any questions on these internship opportunities, please call me at 512.464.8870.

David Uribe  
Internship Coordinator  
Career Planning & Experiential Learning Office  
St. Edward's University

**Austin Community College  
Training Agreement**

**Date:** January 1, 2000

**Date of Service:** January 1, 1999 to December 2004

**General:** This agreement is entered into by and between Austin Community College and in consideration of the mutual promises contained herein.

**Specific:**

**Section I. AGREEING PARTIES:**

- A. Performing Party: Austin Community College
- B. The Receiving Party(ies): American Youth Works/Casa Verde Builders

**Section II. TERMS OF AGREEMENT**

- A. Proposal. This document shall be considered as a proposal for services until signed by all parties.
- B. Billing Procedure. The Receiving Party agrees to pay for services received upon receipt of a proper invoice.
- C. Services. The Performing Party agrees to provide those services as outlined in Section IV Statement of Services. If necessary, services can be rescheduled by all parties.
- D. Cancellation. If the receiving Party cancels the agreement, all applicable fees will be due in full.
- E. Assignment. The Receiving party Shall may not assign this agreement without written consent of the Performing Party.

**Section III. TEXAS LAW TO APPLY.** This agreement shall be construed under and in accordance with the laws of the State of Texas.

**Section IV. STATEMENT OF SERVICES TO BE PERFORMED:** (See Attachment "A")

**Section V. SERVICE COST:** (See Attachment "A")

**Section VI: ENTIRE AGREEMENT:**

This Agreement states the entire agreement between the parties.

**Section VII. PRIOR AGREEMENT SUPERSEDED:**

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understanding or written or oral agreement between the parties respecting the subject matter of this Agreement.

**Section VIII. CERTIFICATION OF BASIC AGREEMENT**

**Receiving Party**

American Youth Works

\_\_\_\_\_  
Typed Authorized Name and Title

Address: \_\_\_\_\_  
\_\_\_\_\_

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

**Performing Party**

Austin Community College

\_\_\_\_\_  
Type Authorized Name and Title

Address: \_\_\_\_\_  
\_\_\_\_\_

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

APPLICATION

SPONSORSHIP AGREEMENT

Austin Community College requires all sponsors to abide by the following conditions. ACC also reserves the right not to accept sponsorship letters from any company or organization which does not agree to or meet the following requirements.

1. Copies or facsimiles are not permitted.
2. The letter must state the student's name.
3. The letter must contain the student's social security number.
4. The letter must provide the detailed billing instructions.
5. The letter must be on company or agency letterhead.
6. The letter must have an original signature by an authorized person for the company or agency.
7. The letter must list all restrictions and limitations of the company or agency.
8. The letter cannot restrict payment to student attendance.
9. The letter must be submitted each time a payment is due.
10. The letter cannot be accepted after payment is made.
11. A purchase order will be accepted provided the letter of authorization is attached.
12. All sponsors must pay within 30 days of the invoice date.
13. The sponsor must pay for the courses once the sponsorship letter is presented as payment. Any refunds due will be sent to the sponsor company or agency.
14. The letter must be submitted according to the course schedule. They cannot be mailed to the District Office.

We agree to the above conditions.

Sara J. Hilgers  
(Authorized Signature)

SARA J. HILGERS  
(Print Authorized Signature Name)

2/25/98  
(Date)

AMER. INSTITUTE FOR LEARNING/  
(Print Name of Organization)

CASA VERDE

**Attachment A**

This confirms the intentions of Austin Community College, Building Construction Technology and American Institute for Learning Casa Verde Builders to implement articulated college-credit certificate programs in Cabinetry and Interior Finishing and in Concrete and Masonry.

It is intended that Casa Verde students will register as a group, with an agreed upon minimum enrollment of seven (7) students per class. Some courses that are taught wholly at the ACC Riverside campus may include ACC students who are not part of the Casa Verde program.

It is intended that the curriculum outlined in Tables 1 and 2 will be taught as indicated.

**Casa Verde Builders Trainers:** Classes taught at "Both Sites" (ACC Riverside and Casa Verde Builders - column 5) will be taught by qualified Casa Verde Builder trainers, also known as adjunct faculty, for the purpose of this agreement, and will be hired and paid by Austin Community College on the ACC adjunct faculty pay scale. Classes taught at both sites may include ACC students who are not part of the AIL Casa Verde program.

**TABLE 1. CERTIFICATE IN CABINETRY AND INTERIOR FINISHING**

Course Number	Course Title	Taught at ACC/Riverside	Taught at AIL/Casa Verde	Taught at Both Sites (Shared)
BCT 101-	Foundation of Building Construction			X
BCT 1054	Basic Cabinetry			X
BCT 2014	Cabinetry and Trim		X	
BCT 2054	Advanced Cabinetry and Furniture Construction	X		
BCT 2084	Special Topics in Building Construction		X	
BCT 3124	Residential Interior Finishes			X
BCT 2244	Construction Safety		X	
BCT 2483	Capstone building Construction Internship	X		
EDG 1034	Blueprint Reading for Construction Contractors			X

# AUSTIN COMMUNITY COLLEGE TRAINING AGREEMENT

DATE: January 1, 1998

DATE OF SERVICE: January 1, 1998 to December 31, 1998

GENERAL: This agreement is entered into by and between Austin Community College and in consideration of the mutual promises contained herein.

## SPECIFIC:

### Section I. AGREEING PARTIES:

- A. Performing Party: Austin Community College
- B. The Receiving Party(ies): American Institute for Learning/Casa Verde Builders

### Section II. TERMS OF AGREEMENT:

- A. Proposal. This document shall be considered as a proposal for services until signed by all parties.
- B. Billing Procedure. The Receiving Party agrees to pay for services received upon receipt of a proper invoice.
- C. Services. The Performing Party agrees to provide those services as outlined in Section IV, Statement of Services. If necessary, services can be rescheduled if agreed to by all parties.
- D. Cancellation. If the Receiving party cancels the agreement, all applicable fees will be due in full.
- E. Assignment. The Receiving Party shall not assign this agreement without written consent of the Performing Party.

Section III. TEXAS LAW TO APPLY. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

## SPONSORSHIP AGREEMENT

Austin Community College requires all sponsors to abide by the following conditions. ACC also reserves the right not to accept sponsorship letters from any company or organization which does not agree to or meet the following requirements.

1. Copies or facsimiles are not permitted.
2. The letter must state the student's name.
3. The letter must contain the student's social security number.
4. The letter must provide the detailed billing instructions.
5. The letter must be on company or agency letterhead.
6. The letter must have an original signature by an authorized person for the company or agency.
7. The letter must list all restrictions and limitations of the company or agency.
8. The letter cannot restrict payment to student attendance.
9. The letter must be submitted each time a payment is due.
10. The letter cannot be accepted after payment is made.
11. A purchase order will be accepted provided the letter of authorization is attached.
12. All sponsors must pay within 30 days of the invoice date.
13. The sponsor must pay for the courses once the sponsorship letter is presented as payment. Any refunds due will be sent to the sponsor company or agency.
14. ~~The letter must be submitted according to the course schedule. They cannot be mailed to the District Office.~~

We agree to the above conditions.

Sara J. Hilgers  
(Authorized Signature)

SARA J. HILGERS  
(Print Authorized Signature Name)

2/25/98  
(Date)

AMER INSTITUTE FOR LEARNING/  
(Print Name of Organization)

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CARA  
VERDE



## APPLICATION

TABLE 2. CERTIFICATE IN CONCRETE AND MASONRY

Course Number	Course Title	Taught at ACC/Riverside	Taught at AIL/Casa Verde	Taught at Both Sites (Shared)
BCT 1014	Fundamentals of Building Construction			X
BCT 1024	Reinforced Concrete Foundations			X
BCT 2084	Special Topics in Building Construction		X	
BCT 2094	Fundamentals of Masonry Construction	X		
BCT 2104	Advanced Masonry Construction	X		
BCT 2114	Advanced Concrete Structures	X		
BCT 2244	Construction Safety		X	
BCT 2483	Capstone building Construction Internship			X
EDG 1034	Blueprint Reading for Construction Contractors			X

**Student Registration:** A Sponsorship Agreement form must be signed by an authorized officer of American Institute for Learning/Casa Verde Builders each year. For each student registered, each registration period, a letter from AIL/Casa Verde Builders will be submitted in order for an accounts receivable account to be set-up and maintained; this is necessary for proper billing procedures. For those students enrolled in "shared" teaching classes (3<sup>rd</sup> column), one-half (1/2) of the stated tuition and fees will be waived by the use of a special code to be set-up by the Business Office.

For those classes taught wholly at American Institute for Learning/Casa Verde Builders and by Casa Verde trainers, all tuition and fees will be waived. These college credit hours will be articulated. An Articulation Agreement between Austin Community College and American Institute for Learning will be prepared and signed by those authorized within 10 days.

Students will be registered as a group by the Building Construction Technology department with a guarantee of seven (7) students per class.

**Payment Instructions:** Payment will be based on tuition and fees as stated in the most recent ACC course schedule published each semester. American Institute for Learning/Casa Verde Builders will make payment to Austin Community College upon receipt of an invoice stating each students' name, social security number and amount due for each registration period.

**Substitutions:** BCT 1014 will be substituted for BCT 2083 (details to be worked out with the BCT department and the Grants Development Office)

APPLICATION

AUSTIN COMMUNITY COLLEGE  
TRAINING AGREEMENT

DATE: January 1, 1998

DATE OF SERVICE: January 1, 1998 to December 31, 1998

GENERAL: This agreement is entered into by and between Austin Community College and in consideration of the mutual promises contained herein.

SPECIFIC:

Section I. AGREEING PARTIES:

- A. Performing Party: Austin Community College
- B. The Receiving Party(ies): American Institute for Learning/Casa Verde Builders

Section II. TERMS OF AGREEMENT:

- A. Proposal. This document shall be considered as a proposal for services until signed by all parties.
- B. Billing Procedure. The Receiving Party agrees to pay for services received upon receipt of a proper invoice.
- C. Services. The Performing Party agrees to provide those services as outlined in Section IV, Statement of Services. If necessary, services can be rescheduled if agreed to by all parties.
- D. Cancellation. If the Receiving party cancels the agreement, all applicable fees will be due in full.
- E. Assignment. The Receiving Party shall not assign this agreement without written consent of the Performing Party.

Section III. TEXAS LAW TO APPLY. This Agreement shall be construed under and in accordance with the laws of the State of Texas.



**Austin/Travis County Health & Human Services Department**

P. O. Box 1088 ♦ Austin, Texas 78767 ♦ (512) 707-3200 ♦ Fax (512) 707-5400



APPLICATION

October 5, 2000

To Whom It May Concern:

The American YouthWorks (AYW) formerly known as American Institute for Learning has been a contractor with the City of Austin since 1994. In those years of service AYW has provided a wide range of service to youth and young adults in the community.

AYW is currently providing Workforce Development services from funds they are receiving from the City of Austin and Travis County. They were able to provide this service as a result of being a successful bidder during the Request-for-Services (RFS) that was issued by the Community Action Network in 1999. The Workforce Development dollars are a three-year commitment of funding to support AYW efforts of working with young adults.

We have always had a good working relationship with Mr. Richard Halpin and his staff. We look forward to a continued working relationship in the future.

If you need any additional information or you have any questions, please feel free to give me a call at 512-707-3270.

Sincerely,

A handwritten signature in black ink, appearing to read "Erick Akins".

Erick Akins  
Grants Coordinator

GOODWILL INDUSTRIES

CENTRAL TEXAS

APPLICATION

NO. 2  
NAME \_\_\_\_\_

DATE DAY SHIFT M OU

October 5, 2000

Richard Halpin, Executive Director  
American YouthWorks  
216 East 4<sup>th</sup> St.  
Austin, Texas 78701

Dear Mr. Halpin:

I want to express the support of Goodwill Industries of Central Texas, Inc. for the invaluable service American YouthWorks (AYW) provides to the Austin community through its various programs, including its Charter School.

American YouthWorks has been a very responsible and responsive member of the Youth Employment Partnership (YEP) which provides WIA services to eligible youth in the Austin area. It has been a definite advantage to the YEP to be able to refer our out-of-school youth to the AYW Charter School which is able to give them an alternative approach to education, thus enabling many of them to complete their high school education or GED.

Thank you for the opportunity to give our support to your good work in the Austin community.

Sincerely,

Gerald Davis  
President and CEO

**board officers**  
charles e. brown  
chairman

bob roberts  
vice-chairman

david gaume  
treasurer

todd george  
member at large

gerald davis  
president and ceo

**board directors**  
justice greg abbott  
marc bove  
andy crowel  
les gage  
doloras gonzalez  
laura ham  
dr. carl hansen\*  
jim jensen\*  
xavier medina  
cheryl rummel  
bruce smith  
john (rick) vanderslice  
anita ayers-williams

**board members emeritus**  
dr. carl hansen\*  
margaret nash  
lonnie h. o'dell

**memberships**  
united way  
texas association of goodwills

\* board members goodwill industries international

148



DAY	6	SH	IN	M	OUT
			NUMBER OF DAY		
			W	P	S

Building II  
Austin, Texas 78727  
512.231.6000  
512.231.6010 fax  
<http://www.pervasive-sw.com>

APPLICATION

**PERVASIVE**  
SOFTWARE

10/18/00

To Whom It May Concern:

Attached is a brief statement summarizing the relationship between Pervasive Software, Inc. and American YouthWorks. AYW is Pervasive's most valuable community partner. We believe that AYW has significantly benefited both the Austin community as well as the young people to which its work is dedicated. AYW's staff displays a high level of entrepreneurship, and the students are encouraged to learn new skills and knowledge while obtaining hands-on experience in many real-world trades and situations. Pervasive is very proud to be associated with AYW, and we are looking forward to future community partnership activities together.

Sincerely,



Matthew Willson  
Director, Technical Publications  
Chair, Community Causes Committee

### About the Pervasive – American Youthworks Partnership:

In the fall of 1999, Austin-based Pervasive Software, Inc. initiated an employee-driven program that would impact not only the company but also the entire community in which their employees worked and lived. Pervasive had already established itself as a successful company within Austin's high tech industry and within the software industry worldwide, and the company felt it was, quite simply, time to share that success with their hometown. To do this, Pervasive defined three main goals in re-vamping their community giving and outreach program:

1. To establish themselves as an ongoing and contributing corporate citizen in Austin.
2. To make a meaningful difference in partnership with a worthy community organization.
3. To create a way for employees to get truly involved in issues critical to their community.

Pervasive took a unique approach in developing their community relations program by giving ownership of the process and decisions to their employees. Pervasive created the "Community Causes Committee" (C3) and asked Matt Willson (Director of Technical Publications) to serve as chair. Nine employees representing a variety of levels and departments within the company were asked to serve on the committee. They were given the company's goals for the program and a budget of \$30,000 (tripling the budget from the previous year). The way in which they reached those goals and spent the budget was entirely up to the employees on the committee.

C3 quickly determined they wanted to identify a single Austin-based community organization with which they could develop a significant, ongoing partnership, rather than dispersing their dollars to a variety of causes. They also wanted to support an organization that could utilize Pervasive employees' time and skills, rather than one that simply needed a cash donation. Committee members felt it was important that they align with an organization that *directly* dealt with an issue that *directly* affected the high tech industry, and began focusing on organizations that addressed education and the "Digital Divide." Finally, the committee looked for an organization that was a "personality match" for Pervasive; the company prides itself for being on the cutting-edge of technology, and wanted to work with an organization that was also cutting-edge in its principals, goals and operations. Based on these parameters, C3 began to narrow the field of worthy causes and American YouthWorks emerged as an excellent fit.

American YouthWorks (formerly American Institute for Learning) is an Austin-grown, nationally-recognized, award-winning non-profit organization that creates pathways of self-sufficiency and workforce development for thousands of young people who are not succeeding in traditional public education. The organization's mission is to empower individuals to become productive, self-sufficient citizens through a holistic approach incorporating innovative learning, personal development and economic opportunities. American Youthworks has developed an innovative concept called "project-based learning," which allows students to earn a GED or diploma and master basic skills, all while gaining real-life job experience. The program offers six focused "tracks" for students:

1. **Casa Verde Builders** – providing youth an opportunity to learn construction skills while building energy-efficient homes.
2. **Environmental Corps** – teaching youth about conservation while preserving our precious natural heritage.

APPLICATION

**Attachment A**

This confirms the intentions of Austin Community College/Building Construction Technology and American Institute for Learning Casa Verde Builders to implement articulated college-credit certificate programs in Cabinetry and Interior Finishing and in Concrete and Masonry.

It is intended that Casa Verde students will register as a group, with an agreed upon minimum enrollment of seven (7) students per class. Some courses that are taught wholly at the ACC Riverside campus may include ACC students who are not part of the Casa Verde program.

It is intended that the curriculum outlined in Tables 1 and 2 will be taught as indicated.

**Casa Verde Builders Trainers:** Classes taught at "Both Sites" (ACC Riverside and Casa Verde Builders - column 5) will be taught by qualified Casa Verde Builder trainers, also known as adjunct faculty, for the purpose of this agreement, and will be hired and paid by Austin Community College on the ACC adjunct faculty pay scale. Classes taught at both sites may include ACC students who are not part of the AIL Casa Verde program.

**TABLE 1. CERTIFICATE IN CABINETRY AND INTERIOR FINISHING**

Course Number	Course Title	Taught at ACC/Riverside	Taught at AIL/Casa Verde	Taught at Both Sites (Shared)
BCT 1014	Foundation of Building Construction			X
BCT 1054	Basic Cabinetry			X
BCT 2014	Cabinetry and Trim		X	
BCT 2054	Advanced Cabinetry and Furniture Construction	X		
BCT 2084	Special Topics in Building Construction		X	
BCT 3124	Residential Interior Finishes			X
BCT 2244	Construction Safety		X	
BCT 2483	Capstone building Construction Internship	X		
EDG 1034	Blueprint Reading for Construction Contractors			X

APPLICATION

Section IV. STATEMENT OF SERVICES TO BE PERFORMED: (See attachment "A")

Section V. SERVICE COST: (See attachment "A")

Section VI. ENTIRE AGREEMENT:

This Agreement states the entire agreement between the parties.

Section VII. PRIOR AGREEMENT SUPERSEDED:

This Agreement constitutes the sole and only agreement of the parties and supercedes any prior understanding or written or oral agreement between the parties respecting the subject matter of this Agreement.

Section VIII. CERTIFICATION OF BASIC AGREEMENT:

Receiving Party

Performing Party

American Institute for Learning

Austin Community College

*[Handwritten Signature]*

RICHARD HALPIN

*[Handwritten Signature]*

Typed Authorized Name and Title

Typed Authorized Name and Title  
V.P. Administration & Institutional Adv.

Address: 422 CONGRESS AVE.

Address: 5930 Middle Fiskville Road  
Austin, TX 78752

Austin, TX 78701

Date: 2/25/93

Date: 2/25/93



3. **Cultural Warriors** – applying theater arts to highlight the challenges to at-risk youths in presentations to schools and community groups.
4. **PC Training** – preparing students with word processing, spreadsheets, databases, and desktop publishing skills on PC Windows in a hands-on learning lab.
5. **Technology/Multimedia** – enabling students to explore web page design, desktop publishing and video production.
6. **Health** – preparing students for careers in health, while providing health services for the student community.

Ron Harris, Pervasive President & CEO, has embraced the direction C3 has taken and is excited by their choice for a community partner. "Pervasive chose to work with American YouthWorks because our organizations shares the entrepreneurial spirit of breaking molds and seeking new solutions," he stated. "Their innovative approach to helping young adults master basic skills through real-life job experience and preparing them to participate in Austin's workforce represents the kind of forward thinking and innovative approach we seek in a community partner."

Pervasive and American YouthWorks kicked-off their partnership at a high-energy event on January 28, 2000, at the work site of a Casa Verde project in East Austin. Ron Harris presented Richard Halpin, Founder and CEO of American YouthWorks, with a check for \$25,000, and ten wheelbarrows full of construction supplies and equipment donated by Pervasive employees in a company-wide "tool drive." Over 100 Pervasive employees (rallied by C3) arrived at the site to work side-by-side with students participating in the Casa Verde program – the first of a series of ongoing initiatives to bring Pervasive employees and American YouthWorks students together. Since then, Pervasive has donated computers and software to the American YouthWorks computer labs, and employees have participated in several additional workdays with Casa Verde and E-Corps in the eight months since the partnership was announced. Mentoring and internship programs, career counseling and computer/multimedia training classes are also in the process of being developed. In an effort to continue to keep employees directly involved with C3 and American YouthWorks, Pervasive has created an internal website, and a member of Pervasive's executive team sits on the American YouthWorks Board of Directors.

Richard Halpin believes the American YouthWorks students will benefit by working directly with Pervasive employees. "Our young adults will get the opportunity to work side by side with employees of a company that represents the best in high tech entrepreneurship and learn from their professionalism and leadership," he said.

C3 Chairman Matt Willson emphasizes Pervasive's commitment to this program. "American YouthWorks works with an under-served part of our population, and is making an enormous difference by enabling these young people to be a part of the Austin economy. As an Austin employer, Pervasive is excited to work hand-in-hand with them to create real solutions for bridging the 'Digital Divide' and to develop tomorrow's workforce." While American YouthWorks is not particularly well known locally, it has been recognized nationally, receiving many awards including the President's Service Award for the Points of Light Foundation in 1999. Pervasive is also working to raising the organization's visibility and level of support in the local high tech community.

## APPLICATION

About Pervasive Software, Inc.**Redefining How Database Applications Are Created and Deployed**

Pervasive Software (Nasdaq:PVSW) is a leading global provider of data management products and services that dramatically reduce the time to market and increase productivity for developers, while lowering the cost of ownership for deployed software applications across a wide range of computing environments and platforms. Their innovative data management software powers the next generation of high-volume package applications and Web-based e-business computing, enabling applications to extend from the desktop to the Internet.

Application developers worldwide depend on Pervasive's high-performance, zero-administration Pervasive.SQL 2000 database and professional services. By coupling outstanding products and services with a global channel of software developers, OEMs, value-added resellers, and system integrators worldwide, Pervasive has created a uniquely effective business model—one that ensures Pervasive-based solutions can be rapidly deployed and easily extended and maintained by the businesses that need them.

**A Rock Solid Foundation**

Pervasive's corporate history began in 1994 when Novell spun off its Btrieve database business, providing the foundation for the company's next-generation database family, Pervasive.SQL 2000. Renamed Pervasive Software in 1996 to reflect a growing worldwide presence, Pervasive completed its initial public offering in September 1997. Today, Pervasive's flagship database products and services provide a rock-solid information management and Web application infrastructure for e-business applications.

**Poised for the Future**

The Internet and data management technologies continue to evolve. And as they do, Pervasive will be there too—expanding the company's database technologies into new products, platforms and markets, aggressively investing in sales and R&D, and nurturing and growing the international channel as the company continues to extend their business model throughout the world. Pervasive Software is well positioned to be the leader in a worldwide market for high-performance data management solutions.

Based in Austin, Texas, Pervasive has offices in Canada, Europe, Japan, North Asia and Southeast Asia, as well as 70 distributors covering 80 countries. For more information on Pervasive call (800) 287-4383 or (512) 231-6000, visit us at [www.pervasive.com](http://www.pervasive.com), or email

████████████████████

## AUSTIN AREA CHARTER SCHOOL COOPERATIVE

Special Education Cooperative Services

11010 Georgian Drive  
Austin, Texas 78753

PHONE: 512-836-7620  
FAX: 512-837-7519

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October 11, 2000

Dear State Board of Education:

This letter is written in support of the renewal application of the American Youth Works (AYW) Charter School. They have entered into a cooperative agreement with seven other charter schools in the Austin area for the provision of special education services to the children attending these schools.

This partnership of charter schools is indicative of the leadership that AYW has shown during the past five years, not only within the charter school movement, but also in the community as a whole in Austin. The administration of AYW has always had the best interest of their students as their top priority. They work diligently to serve their students and also improve the quality of life for them by providing the best education possible.

This cooperative of charter schools for the purpose of providing special education services is the first of its kind in the nation. AYW is to be commended for their leadership role in its development.

Sincerely,



Deborah Havens Ph. D.  
Director of Special Education

# ATTACHMENT # 10

8 C. Community Support

Notice of Intent



# ATTACHMENT # 11

8 D. Community Support

Hearing Minutes and Proof of Publication for Public Hearing

**American YouthWorks Charter School  
Public Hearing Agenda**

**October 17, 2000**

**7:00 p.m.**

- ◇ Welcome - Dr. Laurence Becker Ph.D.
- ◇ "AIL Changed My Life, Stories of Success" Video Presentation
- ◇ A Student's Perspective - [REDACTED]
- ◇ Presentation of the Renewal Application - Rebecca Benz,  
School Director
- ◇ A Parent's Perspective - [REDACTED]
- ◇ Concluding Remarks - Richard H. Halpin, Founder / CEO /  
Superintendent
- ◇ Public Comment



Phone: 512.472.8220 Fax: 512.472.1189

216 East 4th Street Austin, Texas 78701



Date: October 17, 2000  
 Time: 7:00 p.m.  
 Location: American YouthWorks Distance Learning Lab  
 216 East 4th Street, Austin, Texas 78701

### Special Open Public Hearing for the Charter Renewal Application

Attendees: Edgar Arellano, [REDACTED], Laurence Becker, Rebecca Benz, Jason Brafford, Ruth Cordova, [REDACTED], Vincent Gonzales III, Connie Gooding, Richard Halpin, John Hinte, Verna McCallum, Lois Myers, Donna Prowell, Christian Puente, Nelson Salinas, Maria Stoessel, Jennifer Villanueva, Sharon Yarbrough

Dr. Laurence Becker Ph.D. Presiding Officer

As guests arrived, comment cards were given out to all attendees, upon which they could indicate whether or not they approved the charter renewal, and if they had anything they would like to put in the public record.

7:15 Meeting called to order by Rebecca Benz. Welcomed everyone and introduced Dr. Laurence Becker.

Dr. Becker explained his role in American YouthWorks (AYW) as someone who tries to "bring things to the school" He told the guests about the upcoming Golf Tournament and he stated that he understands how AYW does make a "difference in peoples lives." Dr. Becker then presented the video: *ALL Changed My Life, Stories of Success.*"

7:22 Dr. Becker presented [REDACTED] for the 'Parents Perspective'. [REDACTED] showed the guests the graduation invitation and photo of [REDACTED] [REDACTED], who graduated this spring from AYW. She told the story of [REDACTED] education and how AYW made a difference in both [REDACTED] lives. As a [REDACTED] [REDACTED] was impressed with the teaching staff at AYW being willing to look at teaching "from another angle until the student gets it, in every class, in every way." [REDACTED] called the AYW staff "the greatest group of professionals I have ever met." [REDACTED] lauded AYW's alternative learning styles which attempt to have students understand the relevance of their education in terms of "putting the classes together with the real world." [REDACTED] said, "I shudder to think where my [REDACTED] would be today, without AIL."

7:33 Dr. Becker next presented [REDACTED] with the 'Student's Perspective.' [REDACTED] explained [REDACTED] situation and why [REDACTED] chose to attend AYW. [REDACTED] said that [REDACTED] was an A-B student with no real problems. [REDACTED] decided to move from California to Austin, and in the transition, [REDACTED] transcripts were lost. Neither the school in California, nor AISD were really willing to help [REDACTED], then [REDACTED] grandmother decided to help. At the end of the orientation, [REDACTED] knew that AYW was for [REDACTED]. "A little over a year later, I am learning and retaining more, and I have much greater self-worth." [REDACTED] then stated



that, "School opens doors for all students to the point where they can't even count how many doors there are."

7:40 Dr. Becker presented Rebecca Benz to explain the Charter Renewal Application. First, Ms. Benz told the guests how to obtain copies of the Charter Renewal Application. Citing rising statistics from the past five years, Ms. Benz explained AYW's past performance and called this a "celebrating time." She expounded on AYW students getting jobs, entering college, and everyday, being an asset to the community. Ms. Benz defined for the guests that a charter is basically a contract with the state (Texas Education Agency), for a school. Next, Ms. Benz went into the future of AYW. Her main points were as follows:

1. Students will be prepared to enter college or the workforce by AYW offering an increased level of the diploma program which will include both a minimum required diploma and a recommended diploma which will feature foreign language and additional math credits.
2. Learning will be closely tied to the needs of industry workforce. Students will be able to choose majors such as Technology, Biotechnology, or Arts & Entertainment.
3. Academics will be applied to community projects in an adult and responsible way. Affordable housing will be a focus of projects.
4. Students will apply technical skills in multiple areas, in every classroom.
5. AYW will develop stronger ties to local colleges and universities and increase articulated agreements for dual credit possibilities for it's students.
6. AYW will actively collaborate with the Austin Business Community to be aware of their needs via the Industry Advisor Council.
7. AYW will also be inviting parents to collaborate at the school with up to fifteen hours of volunteer service. Activities may include attending meetings, working with teachers in classrooms or performing presentations.

Ms. Benz indicated that the next steps will be, turning the Re-application into the TEA and having a TEA site visit.

7:50 Rebecca Benz introduced Richard H. Halpin. Mr. Halpin took a moment to praise all of the participants who have chosen to attend AYW, the number of people who work there and the people who volunteer their time for the organization. Mr. Halpin then invited any comments form the audience.

██████████ spoke that "...out of my heart, I know the kind work you do in the community. Staff really give of themselves." "AYW is an asset to the community and really does make a difference."

██████████ agreed with the speaker before █████. █████ said that AYW has "...nice teachers who are willing to do anything, and counselors who really care. Not just about TAAS, friendly nice." █████ said █████ is definitely for the charter being renewed.

Mr. Halpin then read the following comments from the comment cards handed out at the begining of the meeting..

██████████ - "This school in my opinion really makes me feel like I'm going to finally get my GED."

██████████ - "I wholeheartedly favor Charter Renewal. If it were not for AYW, I would not have ever considered teaching. This is a wonderful atmosphere for young people to learn and grow."

██████████ - "I like this school better than AISD schools. Teachers & Counselors are always there to help on any cause especially grades."

██████████ - "I am very pleased with the teachers and the quality training they give to us as students. I am glad that this program is here for students to be able to complete our education and give us a better chance in life and the future."

██████████ - "Please renew the Charter School. AYW is a model school that has given opportunities to youth who otherwise would not have attained an education. The staff is highly qualified, caring and have the student's interest as their main goal. This is an effective efficient and accountable institution. Thank you for renewing AYW's Charter School."

██████████ - "This school provides students and teachers our opportunity to learn form each other. The way the educational process at the school is implemented helps everyone involved to develop creativity and sense of achievement."

██████████ - "Charter School provide a service to our youth tat regular public school cannot provide. One-on-one counseling; alternative teaching methods, and social services that are not normally offered due to the large numbers of students are the norm here at AYW."

██████████ - "The AIL School is a good school. It offers good programs and gives you real good opportunities. Most high schools don't offer what this school offers."

8:00 Meeting was formally closed by Richard H. Halpin.

# Motorola warns of slowdown

Continued from C1

economic weakness in Europe and because so many people already own wireless phones.

"It is weakness in the wireless handsets market, and it's primarily tied to Europe," said analyst Samuel May with U.S. Bancorp Piper Jaffray. "Europe has definitely created some problems."

Motorola's phone business is one of the largest customers of its semiconductor business, which employs about 10,000 people in Central Texas.

Motorola reported Tuesday that its chip business is recovering rapidly, with third-quarter sales of \$2.07 billion, up 30 percent from a year ago, and operating profits of \$190 million, triple the profits from the third quarter of 1999.

Motorola's mobile phone sales rose 4 percent to \$3.2 billion in the quarter. But orders fell 23 percent to \$3.3 billion, a decline the company attributed to unusually strong demand a year earlier amid customer concerns about tight supplies.

Wireless phone makers fell victim to their own overly bullish forecasts for increased sales this year, said chip industry analyst Fred Zieber with Pathfinder Research in San Jose, Calif.

Even with a slowdown likely in the wireless phone market, Zieber said he still expects this year to be strong for semiconductor growth. A 37 percent industrywide sales increase this year will moderate to 24 percent growth next year, he says.

"In a strong market, everybody is a hero because everybody is making money," Zieber said. "But there will be a little more blood on the table over the next several quarters as growth slows down a little, and profits will start slowing down."

# AMD posts record results for quarter

Continued from C1

## Classified Public Notices Continued from Page F29

### 2000 Public Notices

**NOTICE TO BIDDERS**  
Sealed proposals addressed to **HILLS II OF LAKEWAY, INC.**, on behalf of the Travis County Water Control Improvement District No. 17 (WCID17) and Hills II of Lakeway, Inc. for the construction of "PLUNTRUCK AT HURST CREEK GOLF COURSE IRRIGATION SYSTEM" will be received at the office of Hills II of Lakeway, 17000 World of Tennis Square, Austin, Texas 78733 until 10:00 a.m. on the date of October 26, 2000 at which time the proposals will be publicly opened and read aloud. Any proposals received after the closing time will be returned unopened.

Sealed bids will be accepted for the following construction of a golf course irrigation system, complete and operational. Plans, specifications and contract documents may be obtained from the office of Ronald Jones Engineering, Inc. at 1212 S. Bricker Lane, Austin, TX 78738.

A Bid Bond, payable to **HILLS II OF LAKEWAY, INC.**, in an amount not less than five percent (5%) of the total bid must accompany the bid proposals as a guarantee that the awarded contract will be entered into within 100 (100) days of the award of the contract, and a performance and payment bond in the amount of one hundred percent (100%) of the contract price. The bid bond will be forfeited and become the property of the Owner within 10 (10) days after award of the contract. No proposals shall be withdrawn for a period of sixty (60) days after the opening of the bids.

The Owner reserves the right to reject any or all bids and to waive all formalities in the bidding process. The Owner also reserves the right to determine which bid is lowest and the best, and to award the contract on this basis. It should be noted that time is of the essence on this project.

A Maintenance Bond will be required in the amount of one hundred percent (100%) of the contract price and to remain in force for a period of one year, from the date of the letter of final acceptance from the WCID.

The bid conference will be held at 10:00 a.m. on the date of October 19, 2000, at the office of Hills II of Lakeway, World of Tennis Square, Austin, Texas 78738.

**Notice is hereby given in accordance with the provisions of the Texas Alcoholic Beverage Code that 301 5th Street Seafood, L.L.C. dba Eddie V's Edgewater Grille is making application with the Texas Alcoholic Beverage Commission for a Beverage Cartage Permit, Mixed Beverage Late Hours Permit and Food and Beverage Certificate to be located at 301 E. 5th Street, the city of Austin, County of Travis, Texas. Melissa Nikke Foies, Manager/Member**

American Young Works Charter School will hold a public hearing to review their charter renewal application. The hearing will be held on 10/17/2000 at 7:00 am on the third floor of 216 E. 4th St., Austin, TX

### 9999 Public Notices

**CITATION BY PUBLICATION**  
THE STATE OF TEXAS, County of Travis, Texas, in and to the ESTATE OF CLYDE RONGUILLO, Deceased, No. 74211 in Probate Court Number One of Travis County, Texas.

**SUSAN MAY BANDA** (decedent's) at law in the above numbered and entitled estate, filed on the 11th day of SEPTEMBER, 2000, an Application to Determine Heirs of the said CLYDE RONGUILLO, Deceased, and her respective shares and interests in such estate, and a citation will be heard and acted on by said Court at 10:00 a.m. on the 1st Monday after the expiration of ten days from the date of publication of this Citation at the County Courthouse in Travis County, Texas.

All persons interested in said estate are hereby cited to appear before said Court at said above mentioned time and place by filing a written answer contesting such application should they desire to do so.

If this citation is not served within 90 days after date of its issuance, it shall be returned unopened. **GIVEN UNDER MY HAND AND THE SEAL OF SAID COURT this 9th day of October, 2000.**

**DANA DEBEAUVOIR**, County Clerk, Travis County, Texas at 748, Austin, Texas 78767. By **Debra J. Ujale, Montoya**, Cause No. 74213 IN RE THE ESTATE OF MAVIS A. FURMAN DECEASED

IN THE PROBATE COURT OF TRAVIS COUNTY, TEXAS  
**NOTICE TO CREDITORS AND NOTICE OF APPOINTMENT OF INDEPENDENT EXECUTOR**  
Notice is hereby given that original Letters Testamentary for the Estate of Mavis A. Furman, Deceased were granted and issued to Joan Denise Furman LeVander, as independent executor of the estate, on the 30th day of August, 2000, in Cause No. 74142, in the Probate Court No. 1 of Travis County, Texas. All persons having claims against the estate are required to present them within the time and in the manner prescribed by law, addressed in care of the representative attorney, as follows:

Estate of Mavis A. Furman, c/o Carey C. Callahan, Attorney P.O. Box 684038 Austin, Texas 78768-0038  
Autism, Texas 78768-0038  
October 11th 10th day of October, 2000.  
Respectfully submitted,  
**KNOXLE JUNGSTON & HOLCOMB**, Attorneys at Law, 10000 Slicker Rd. No. 0079293 730 Jovaca, Suite 1121 P.O. Box 684038 Austin, Texas 78768-0038  
15/2407-1131; tocasmie

**NOTICE TO CREDITORS**  
Notice is hereby given that original Letters Testamentary for the Estate of Rex O. Bazom, Deceased, were issued on April 10, 2000, under Docket No. 73-995, pending in the Probate Court No. 1 of Travis County, Texas, to Lon D. Bazom and Rex O. Bazom, Jr.  
Claims may be presented in care of the representative of the estate as addressed as follows:

Representative Estate of Rex O. Bazom, Deceased c/o James A. Bannert 1256 Coakley of Texas Highway South Building One, Suite 360 Austin, Texas 78746  
All persons having claims against this estate which is currently being administered are required to present them within the time and in the manner prescribed by law, addressed as follows:  
15/James A. Bannert Attorney for Applicant

### 9999 Public Notices

**NOTICE OF ABANDONED VEHICLES**  
Pursuant to Texas Abandoned Motor Vehicle Act, the following vehicles will be auctioned off by the Austin Police Dept. unless charges are initiated within 10 days.  
Garage Keeper, J&J Towing, 3509 Burnside Rd. Austin, Texas.

- 1. 01 FORD W/MN79 TX
- 2. 93 DOODGE RAM24 TX
- 3. 93 CHEVROLET JACK85 TX
- 4. 97 MAZDA TR4M TX
- 5. 85 PONTIAC VIK50L TX
- 6. 93 SAAB 900A333402012636
- 7. 84 PONTIAC JAGH TX
- 8. 93 GMC/BUICK 1M24K TX
- 9. 91 MITSUBISHI FJ35S TX
- 10. 93 NISSAN L2792W TX
- 11. 91 HONDA MS792W TX
- 12. 92 MAZDA B6029L TX
- 13. 96 CHEVROLET NY956 TX
- 14. 91 CADILLAC VV90C TX
- 15. 88 BUICK T24.5 TX
- 16. 97 MERCURY V511W TX
- 17. 91 PONTIAC JKH18 TX
- 18. 97 TOYOTA 8842Y TX
- 19. 86 CADILLAC F725N TX
- 20. 96 CADILLAC 33588002924
- 21. 91 BMW VBAAG330588002924
- 22. 95 PLYMOUTH 2B198 TX
- 23. 96 CADILLAC 33588002924
- 24. 85 NISSAN UD902 TX
- 25. 77 CHEVROLET PDW301 TX
- 26. 90 FORD T279 TX
- 27. 92 DOODGE RAM24 TX
- 28. 94 PONTIAC VIK50L TX
- 29. 84 HONDA VTL30L TX
- 30. 89 MERCURY
- 31. 93 GMC/BUICK 1M24K TX
- 32. 95 BUICK 2626W TX
- 33. 97 OLDSMOBILE YPL52U TX
- 34. 97 OLDSMOBILE YPL52U TX
- 35. 84 FORD F100P TX
- 36. 94 DOODGE JACK85 TX
- 37. 95 BUICK MCP312 TX
- 38. 77 CHEVROLET GPN313 ND
- 39. 91 MAZDA DP98N TX
- 40. 74 PLYMOUTH 2B198 TX
- 41. 81 PONTIAC JAGH TX
- 42. 82 DATSUN C8K97G TX
- 43. 85 ALDI 22283AG WY
- 44. 89 FORD 6XK799 TX
- 45. 88 CHRYSLER GCMM4M TX
- 46. 93 OLDSMOBILE 383NDT TX
- 47. 85 BUICK CA796L TX
- 48. 80 HONDA NS5628 TX
- 49. 87 CHEVROLET NY956 TX
- 50. 87 FORD T279 TX
- 51. 90 FORD T891K TX
- 52. 91 PONTIAC CAS5R TX
- 53. 84 MAZDA 46675 TX
- 54. 86 MERCURY 2B198 TX
- 55. 89 GMC/BUICK 2626W TX
- 56. 86 CADILLAC 33588002924
- 57. 86 CHEVROLET GXP99M TX
- 58. 78 CHEVROLET ZLX47M TX
- 59. 85 OLDSMOBILE 383NDT TX
- 60. 85 OLDSMOBILE 383NDT TX
- 61. 83 BUICK CA796L TX
- 62. 84 PLYMOUTH NUG64P TX
- 63. 85 MAZDA WNS54N TX
- 64. 81 PONTIAC JAGH TX
- 65. 90 MITSUBISHI F4W3F TX
- 66. 89 VOLVO 5472VA TX
- 67. 80 BUICK VSC35H TX
- 68. 91 FORD T279 TX
- 69. 85 OLDSMOBILE 383NDT TX
- 70. 88 CHEVROLET 5473MG TX
- 71. 87 MERCURY T839Y TX
- 72. 85 NISSAN R25423 TX
- 73. 86 CHEVROLET 33588002924
- 74. 93 FORD 6XK97G TX
- 75. 89 FORD VHS66G TX
- 76. 95 FORD XHP380 TX
- 77. 90 FORD 2B198 TX
- 78. 90 CHEVROLET PCM64M TX
- 79. 89 FORD ZB04B TX
- 80. 88 FORD Z569T TX
- 81. 85 HONDA 3J78X TX
- 82. 91 NISSAN C108H TX
- 83. 86 PLYMOUTH D1C42X TX
- 84. 83 BUICK 363DM TX
- 85. 92 FORD 2B198 TX
- 86. 93 MITSUBISHI 81C5C9W TX
- 87. 91 DOODGE 3X14Y TX
- 88. 93 OLDSMOBILE TPC5AN TX
- 89. 90 CHRYSLER GCMM4M TX
- 90. 91 FORD F2C5C TX
- 91. 91 FORD F2C5C TX
- 92. 95 CHEVROLET PR67V TX
- 93. 87 FORD R9465C TX
- 94. 91 TOYOTA B278L TX
- 95. 91 OLDSMOBILE GC997X TX
- 96. 89 FORD YR73P TX
- 97. 85 CADILLAC MR168B TX
- 98. 94 MAZDA NY956 TX
- 99. 83 OLDSMOBILE 383NDT TX
- 100. 86 PLYMOUTH FRLVW TX
- 101. 92 CHEVROLET H4212 TX

**NOTICE TO CREDITORS**  
Notice is hereby given that original Letters Testamentary for the Estate of Lillian Cecilia Butler, Deceased, were issued on October 4, 2000 in Docket No. 73-695, pending in the Probate Court No. 1 of Travis County, Texas, to: Wanda Jo House.  
All persons having claims against this estate that is currently being administered are required to present them within the time and in the manner prescribed by law. Claims shall be addressed to: Representative, Estate of Lillian Cecilia Butler, Executor Low Office of John W. Broadnax 1202 Jareway Dr. Suite 1 Austin, Texas 78734 (512)261-5711  
Dated the 11th day of October, 2000  
15/STEPHAN ECCLES ATTORNEY FOR INDEPENDENT EXECUTOR

### 9999 Public Notices

**CITATION**  
THE STATE OF TEXAS, County of Travis, Texas, in and to the ESTATE OF CLYDE RONGUILLO, Deceased, No. 74211 in Probate Court Number One of Travis County, Texas.

**THE FOLLOWING REGISTERED UCI DEBARRED SEX OFFENDERS ARE REGISTERED IN TRAVIS COUNTY, TEXAS:**  
TX 78417  
TEMPERED AN ASSAULT OF WAS 13 YL WADALE SE MALL - 17000 TIM, TX 7817  
"AGORRA" OF 7 CHL WITH A CHIL 3 YEARS OF POS CARE; MALL - 2812 TX 78753  
TEMPERED AN ASSAULT OF WAS 4 YEARS  
LAS SIQUIEN REGISTRADO MENTO DE COMO PER: CONVICTO: AL GILBERT BRE DE 28 A EVENING 8-H TX 78417  
"ATENTADO ASSAULT OF 3E MINDOC ANOS DE RE REARCY - UN DE EDAD - AUSTIN, TX POS "AGORRA" AUSTIN, TX "INDICENCI: LAS VICTIM: DE EDAD: RE BEZUELA - UN DE EDAD - AUSTIN, TX POS "ATEM: UN ASSAULT MENCOR ANOS DE ED

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# ATTACHMENT # 12

## 9 A. Human Resource Information

### Employee Manual

Receipt of Employee Manual

I acknowledge that I have read and understand the information contained in this Employee Manual. I also understand that this Employee Manual is intended to provide information on AIL's guidelines and operating procedures. I understand that no statements set forth in this Manual are intended as contractual commitments or obligations of AIL to any individual employee or group of employees regarding stated terms or conditions.

All employment at AIL is considered "at will" and has no specific duration unless through the expressed written authorization of the Chief Executive Officer of AIL. In addition, I understand that my employment can be terminated with or without cause, and with or without notice, at any time, at the option of either AIL or myself.

Circumstances may arise in which AIL determines that changes are required in these guidelines and procedures. For this reason, AIL reserves the right, at any time, to modify, rescind, or supplement any or all of the guidelines or procedures contained herein, and to take actions which may be contrary to a guideline or procedure set forth in this handbook for the benefit of AIL or its employees.

\_\_\_\_\_  
Your Name

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Date

American Institute  
for  
Learning

EMPLOYEE MANUAL

August 31, 1998

204 E. 4th Street & 422 Congress Avenue  
Austin, Texas 78701

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WELCOME TO THE AMERICAN INSTITUTE FOR LEARNING

A Message to Employees:

The American Institute for Learning is a community all its own within the total community of Austin. Our goal is to create an environment for participants and staff that reflects the vision of AIL. This vision is to empower individuals to become productive, self-sufficient citizens through a holistic approach incorporating the arts, innovative learning, personal development and economic opportunities.

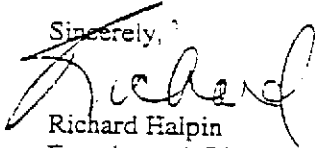
In order for our vision to be a reality, all individuals associated with AIL must be committed to do their valuable part. This guide is intended to assist each of you in doing your part by providing information on how we operate, explain what you can expect as a member of the AIL team, and educate you about AIL as you begin your journey with us.

AIL is a vibrant, alive and constantly changing organization in order to meet the needs of our participants and the community at large. Your willingness to join our community reflects your interest in sharing your talents for the benefit of the participants and for the good of the community in which we live.

One of the ways to ensure that our collective talents have impact is by following the "The Rules of the Game" outlined in this manual. These are our operating rules or guiding principles that will help keep us on track and remind us of the important job we are doing here. The policies and procedures in this manual help us further develop these rules and we will refer to them frequently in order to help us meet our goals.

Thank you for sharing your talents and time with AIL. We hope you will find your employment with us to be productive and enjoyable and we look forward to your future successes with us.

Sincerely,



Richard Halpin  
Founder and CEO

OUR ORGANIZATION**Summary of Organizational History and Experience**

The American Institute for Learning (AIL) began as a jail literacy program in 1976 and was the first program in Austin to recognize the needs of those individuals neglected by our educational system. Seventeen years ago, AIL established Austin's first program to serve high-school dropouts (before dropouts became a national focus) and was the first to offer undereducated youth and adults an opportunity to earn a GED. AIL's goal is to enable individuals to become life learners and participants in life and the community.

AIL serves a representative segment of the community and some of the most challenged populations: most are minorities (57% Hispanic, 21% African-American, and 18% Anglo), nearly half are female, and virtually all (96%) survive in the lower 70% of the poverty level with 82% having incomes under 150% of federal poverty guidelines, 22% are on probation or parole, and 20% are parenting teens. Last year, AIL served 903 individuals - 561 dropout youth, 79 in-school youth, 115 adults pursuing GED's, 38 families through our transitional housing program, 20 ex-offenders through the community reintegration program, and 90 children through our on-site child development center. Over 100 of our participants were residents of public housing.

For the last seventeen years, AIL has been a highly respected educational organization in the Austin community known for helping at-risk youth and adults enhance their literacy and educational skills and earn GEDs. Last year, 87% of all participants who enrolled in AIL's educational programs achieved either a GED, significantly improved basic skills and/or went onto employment or further training. AIL is now certified by the Texas Education Agency (TEA) to award a high school diploma. Our first diploma student graduated in early 1998.

Over the years, AIL has developed a wide variety of educational and job training programs for both youths and adults. Examples of these programs include the Personal Development Center for women on welfare; the Skills Connection for non-readers requiring literacy training; and one of the largest AmeriCorps/Youthbuild programs in the country.

Recognizing that the attainment of a GED alone does not ensure students' continued academic and employment success, AIL has developed an educational methodology that combines education geared toward achieving a diploma or GED with real world experience and training focusing on preparing the student for a job. Currently, AIL offers seven such project-based training areas including: construction, environmental science, health care, multi-media, theater, office work skills, and entrepreneurship. Service learning is an important component of these programs teaching young people how to give back to their community while they learn.

Curricula in AIL's project-based training areas has been developed in conjunction with Industry Advisory Councils to ensure that training meets industry standards for employment in these Fields. Each Industry Advisory Council is made up of 10-20 representatives from various aspects of the training field. These professionals provide guidance in developing the curricula, help set industry standards for accomplishment, and provide opportunities for work based training for participants.

Because educational and employment success cannot happen without a stable personal foundation, (i.e.) it's hard to think about your education when you don't have a roof over your head, AIL also provides comprehensive services for our participants. This includes counseling, transitional housing, childcare, health care, transportation, and other services. Thoughtfully interwoven, this multiple service and one-stop approach to training leads to success for individuals who were unable to be successful in traditional school environments.

ROLES AND RESPONSIBILITIES

Board of Directors

The Board of Directors is responsible for maintaining the fiscal and management integrity of the organization. The following individuals contribute as the American Institute for Learning Board of Directors as of June 1998.

JoAnne Midwikis, Chair  
Ruth-Ellen Gura, 2nd Vice Chair  
Hon. Elena Diaz, Secretary  
Mike McConnell, Treasurer  
Joe Jerkins, Chair Emeritus  
Richard H. Halpin, Founder/CEO

Laurence A. Becker, PhD.  
Janet Blake  
Rudy Colmenero  
Susan P. Dawson  
Father Bill Elliott  
Bianca Figueroa  
Roni Gonzales  
Rev. Marvin Griffin  
Durquia M. Guillen  
Eugene Lowenthal  
Lavon Marshall  
Earl Maxwell  
Ed. B. Wallace, AIA  
Chip Wolfe  
John Zapp

Role of Staff

The role of the staff is to implement the organization's vision through projects and programs.

The success of AIL depends on our leadership's ability to clearly communicate the vision and objectives of AIL and the staff's commitment to their work. The staff's role is also to represent AIL, to implement program goals and objectives, to conduct work in a professional and timely manner, and to work cooperatively with other staff.

AIL'S "RULES OF THE GAME"

1. Be willing to support our purpose, games, rules, and goals.
2. Speak supportively.
3. Acknowledge whatever is being communicated as true for the speaker at the moment.
4. Complete your agreements (Responsibility)
  - a) Only make agreements that you are willing and intend to keep.
  - b) Communicate any potentially broken agreement at the first appropriate time.
  - c) Clear up any broken agreement at the first appropriate opportunity.
5. If a problem arises, first look to the system for corrections and then communicate your solution to the person who can do something about it.
6. Be effective and efficient. (Optimize every event...More with Less)
7. Have the willingness to win and to allow others to win. (Win/Win)
8. Focus on what works.
9. When in doubt, check feeling tone words.
10. Agree to agree.

The Rules of the Game were developed by staff and students as a guide of expected behavior for the AIL community. In this way we can cooperate with each other under a recognized format. Staff and students will receive training on how to apply the rules in day to day situations.

YOUR EMPLOYMENT

APPLICATION

**Open Door Policy**

AIL believes that management and supervisors will have an open door policy and will listen to any employee who has a concern or problem that affects their job performance. AIL encourages all employees to speak to any member of management responsible for the area that is of concern. AIL is committed to an open management style and that questions or problems brought to a member of management will be addressed in an appropriate and satisfactory manner.

**Acknowledgment Procedure**

AIL encourages praise and recognition for all employees and expects that communication will take place between all levels of the organization. A free exchange of information will keep us growing and changing and will lead to the creation of a positive environment.

AIL encourages all employees to voice suggestions to each other and to management. AIL relies on the expertise of those who are closest to students and program components. AIL encourages and supports employees in finding ways to do their jobs better. AIL expects employees to take time to acknowledge and affirm co-workers on a job well done. Appreciation and praise is one way we can communicate with each other and create a win/win situation for all.

**Orientation and Introductory Period**

The Operations Assistant conducts the orientation of new employees. In this meeting, personnel policies and procedures and benefits are discussed with the new employee. The new employee's Supervisor provides an orientation to the specific requirements of the position.

The "Introductory Period" is critical to you as an employee and to AIL's future. This period will greatly determine the quality of your relationship with this community and thus influence AIL's overall effectiveness. Each staff member is strongly encouraged to take every opportunity to welcome, support and get to know new employees and the resources they bring to our community.

The Introductory Period for all employees is ninety (90) days. During this period the new employee's Supervisor and fellow staff members will assist in providing the new employee an opportunity to see and learn about the total operation of AIL. This is the first step in creating an environment that supports interdependence, one of our underlying philosophies.

In addition, the employee will be given clear expectations of his or her job performance, as well as an opportunity to share his or her expectations of AIL. The employee will also become acquainted with AIL's policies and procedures and advised of the process for dealing with problems that might arise.

During the Introductory Period, the Supervisor will evaluate work performance to determine if the employee is in the right job and able to meet the job requirements. In appropriate circumstances, the Introductory Period may be extended at the discretion of the Supervisor. The employee will be advised in writing of any change in their introductory status.

If performance during the Introductory Period fails to meet acceptable standards, the employee will be advised, in writing, that their performance is unsatisfactory and be provided with a clear outline of the problem, needed improvements, and the time and resources available to correct the performance problem. Failure to improve performance by the end of the Introductory Period or by the time period determined by the Supervisor will result in dismissal. Grave or serious infractions in performance or behavior may warrant immediate dismissal during the Introductory Period, or at any time after that, at the discretion of the supervisor.

Every effort will be made to support the new employee in meeting his/her job goals. However, each employee must so take responsibility for asking for additional assistance to meet goals, if needed.

*Model Comprehensive Human Investment Programs*

We feel strongly that there is a direct correlation between successful new employees and a belief and commitment to the vision and mission of AIL. A copy of our mission and vision will be provided during training. All staff will assist our new hires in understanding our vision and mission.

**Equal Employment Opportunity**

Equal Employment Opportunity has been and continues to be both policy and practice at AIL. Our policy of Equal Employment Opportunity is to:

1. Recruit, hire, train, promote and transfer persons in all job classifications without regard to race, color, religion, national origin, sex, age, disability, or any other protected status;
2. Base decisions on employment so as to further the principles of Equal Employment Opportunity;
3. Ensure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, terminations, and any social or recreational programs, will be administered in accordance with the principles of Equal Employment Opportunity.

**At-Will Employment**

As an employee of AIL, you are an employee "at will" and, as such, are free to resign at any time, with or without cause. Likewise, AIL retains the right to terminate your employment at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law. The relationship between you and AIL is for an indefinite and unspecified duration, at the mutual consent of you and AIL.

**Americans with Disabilities Act**

AIL will provide reasonable accommodation to employees who have a physical or mental impairment that substantially limits one or more major life activities, as long as the accommodation does not create undue hardship for AIL. If you have a physical or mental need for accommodation, please discuss it with the Chief Operating Officer. Medical certification may be required in order to ensure that appropriate accommodations are made.

**Cultural Sensitivity**

The multicultural community of AIL is one of our greatest strengths. We are committed to modeling for the community at large the true benefits of multiculturalism. Despite our awareness of the ignorance that fuels prejudice, discrimination and stereotypes, we must ensure that this type of behavior is addressed in a consistent manner should it occur at AIL.

Any employee who witnesses a racial slur or degrading comment about any group or person is encouraged to bring the situation to the attention of the offending party and the appropriate Supervisor. The offending party will be counseled because this is a violation of our principles. Continued infractions will be handled like any other violation of policy and will be grounds for dismissal.

**Discrimination and Harassment**

It is AIL's policy that any form of discrimination or harassment on the basis of race, color, religion, national origin, sex, age, or disability will not be tolerated in the workplace. Employees should be particularly mindful of AIL's prohibition of any form of sexual harassment in the workplace. For this reason, it is clarified below.

AIL encourages and promotes a professional environment and will not tolerate overt expressions of affection, sexual harassment which includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature. No Supervisor or employee shall threaten or insinuate, either explicitly or implicitly, that another individual's or applicant's refusal to submit to sexual advances will adversely affect that person's employment or participation in AIL programs, work status evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development. Similarly, no Supervisor or employee

shall promise, imply, or grant any preferential treatment in connection with another individual or applicant in return for engaging in sexual conduct. Sexual harassment also includes unwelcome sexual flirtations, advances, or propositions, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities, unnecessary touching of an individual, graphic or verbal commentaries about an individual's body, sexually degrading words used to describe an individual, a display in the workplace of sexually suggestive objects or pictures, sexually explicit or offensive jokes, or physical assault.

Any incidents of discrimination or harassment should be immediately reported, in confidence, to any member of the management staff so that an immediate investigation may be conducted. Every effort will be made to promptly investigate all allegations of discrimination and/or harassment in as confidential a manner as possible and take appropriate corrective action if warranted.

Any Supervisor or employee who is determined, after an investigation, to have engaged in discrimination and/or sexual harassment in violation of this policy will be subject to disciplinary action, up to and including dismissal.

### Drug-Free Workplace Policy

AIL has a strong commitment to the health, safety and welfare of its employees and to the quality of services delivered to the citizens of Texas. Consistent with the spirit and intent of this commitment, AIL has established this Drug-Free Workplace Policy.

This policy applies to all employees of AIL while on the job and to situations where an employee's off-the-job or off-premises conduct impairs work performance or undermines participants' confidence in, or harms the reputation of AIL.

It is also intended to apply to employees of firms doing business with AIL while on our premises.

Although AIL has no intention of intruding into the private lives of its employees, it is recognized that involvement with illegal drugs or abusing alcohol off-the-job eventually takes its toll on job performance. Our concern is to assure that employees report to work to perform their duties safely and efficiently in the interest of fellow workers, participants, as well as themselves.

Employees of AIL are prohibited from engaging in the manufacture, distribution, dispensation, possession, or use of illegal drugs or controlled substances, inhalants, or alcoholic beverages in the workplace. Employees are also prohibited from engaging in the abuse of prescribed drugs in the workplace. The "workplace" includes any AIL facility or parking lot areas. Any illegal substances found will be turned over to the appropriate law enforcement agency.

While under the influence of any illegal drugs or controlled substances, alcohol or inhalants, on-duty employees are prohibited from arriving to work and off-duty employees are prohibited from being on the AIL premises. In addition, AIL employees are prohibited from being under the influence of any of the above substances while performing AIL business. No funds appropriated for travel expenses may be expended for alcoholic beverages.

If medical conditions require an employee to take medications, which may cause drowsiness or otherwise impair alertness, the employee must notify their immediate supervisor and the Chief Operating Officer. The employee shall be placed on light duty not involving hazardous operations until normal alertness is restored.

AIL will periodically conduct drug free awareness training for all employees. Attendance is mandatory for all personnel scheduled to attend. Employees will receive written information warning them of the dangers of drug abuse and information regarding drug counseling, drug rehabilitation, and assistance programs available to employees. Any employee having an alcohol, drug or inhalant abuse problem is encouraged to contact his or her Supervisor, the Chief Operating Officer or the Chief Executive Officer to secure referrals to counseling or other treatment. Such a contact will be held in confidence. Individuals eligible for AIL's health care program may also pursue referrals for counseling or treatment through the health care plan. AIL will gladly assist employees not eligible for the health care plan to identify community resources for counseling or treatment.

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*Model Comprehensive Human Investment Programs*

As a condition of AIL employment, an employee will notify the Chief Operating Officer in writing of any criminal drug statute arrest or conviction within five days after such arrest or conviction. The Chief Operating Officer will, within ten working days after receiving notice from an employee, notify the appropriate federal agency of such conviction. Within thirty days of receiving notice of the conviction, the Chief Operating Officer will take appropriate personnel action against such an employee, up to and including termination, or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program selected by AIL and approved for such purposes by a federal, state, local health, law enforcement, or appropriate agency.

AIL employees are to avoid any situation which would be adverse to the interest of AIL during any time they are representing AIL or under the direction of AIL, such as applicable social activities.

Violations of the Drug-Free Workplace Policy is considered a serious breach of AIL's standards. An employee found violating any provision of this policy will be subject to disciplinary action up to and including termination of employment. In addition, AIL retains the right to seek compensatory damages, indemnity or contribution from any employee whose behavior under the influence of alcohol, an inhalant or a controlled substance results in a liability judgment against AIL.

#### **Business Ethics and Conflict of Interest**

AIL expects all employees to maintain a level of honesty and integrity that is beyond reproach as it relates to the performance of their job, their interaction with the participants and each other. Specifically, employees must refrain from taking part in, or exerting influence in, any transaction or activity in which their own interests may conflict with the best interests of AIL. Any individual who is involved in an activity that is in conflict with maintaining high standards of business ethics should be reported to the Chief Operating Officer. If, after investigation, the individual is found to be in violation of this policy, disciplinary action will result, up to and including termination of employment.

#### **Participant Confidentiality**

AIL is committed to creating an environment that enhances the growth of its participants. We also must create a safe environment for participants to share their problems and co-create their solutions. In light of this, all information regarding participants must remain strictly confidential. Such information may not be discussed with or disclosed to any unauthorized person inside or outside of AIL. Student records and forms are AIL's property. Employees should be careful with information they share with others about their work to avoid violating the rule of confidentiality.

#### **Employment Classifications**

At the time you are hired, you are classified in one of the employment categories defined below. This section provides guidelines for these various employment classifications. Questions in regard to these classifications should be addressed to the Operations Assistant.

In addition, you will be advised at the time you are hired as to whether you are an "exempt" or "non-exempt" employee and eligible for overtime compensation.

##### Full-Time Regular Employees

Full-time, regular employees are those individuals working at least thirty-two (32) hours per week on a regular basis. These individuals receive all the benefits described in this manual and are not employed through any type of contract or temporary help services.

##### Part-Time Regular Employees

Part-time, regular employees are those individuals working more than fifteen (15) but less than thirty-two (32) hours per week on a regular basis. The Employee Assistance Program (EAP) is available to part-time employees. Insurance programs are *not* available to this classification of employee. Individuals working less than fifteen (15) hours per week do not receive any benefit programs.



Full-Time Temporary Employees

Full-time temporary employees are those individuals working at least thirty-two (32) hours per week for a defined period of time. The Employee Assistance Program (EAP) is available to full-time temporary employees. Insurance programs are *not* available to this classification of employee.

Part-Time Temporary Employees

Part-time temporary employees are those individuals working more than fifteen (15) but less than thirty-two (32) hours for a defined period of time. The Employee Assistance Program (EAP) is available to part-time temporary employees. Insurance programs are *not* available to this classification of employee. Individuals working less than fifteen (15) hours per week do not receive any benefit programs.

Consultants/Contractors

Consultants and contractors are independent contractors who have been hired by AIL to perform a specific project or service during a set period of time and therefore, are not considered AIL employees and are not eligible for any AIL benefit programs.

Volunteers

Volunteers are individuals who give of their time and talents without the expectation of compensation or benefits from AIL. Their presence is usually for a specific period of time or on an as-needed basis. While working on the AIL premises, volunteers are expected to observe all AIL rules and regulations.

"Exempt" and "Non-Exempt" Employees

"Exempt" is a term commonly used to refer to a position or an employee in a position that is *exempt* from overtime compensation on the basis of the type of work performed. Generally, executives, some administrative and professional positions fall into this category. "Non-exempt" refers to a position or an employee in a position that is *not exempt* from overtime compensation. All non-exempt employees are paid an overtime rate for all hours worked in excess of forty hours (40) per workweek. For further information, see the "Overtime" section described in this manual.

**Work Week and WorkDay**

The American Institute for Learning Charter School hours are 8:00 a.m. to 9:00 p.m., Monday through Thursday and 8:00 a.m. to 5:00 p.m. Friday.

AIL's administration office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Employees working more than four (4) hours in a given day will receive a one-hour unpaid lunch break. AIL reserves the right to change work hours at any time. Construction staff schedules may vary.

**Flex Hours**

Although office hours are fixed, AIL recognizes and supports the need for flexible scheduling of staff work hours. Both the employee's Supervisor and the Chief Operating Officer must approve a flex hour schedule. It is important that each flex hour employee understand the need to be able to communicate with other staff who work stated hours. It is also important that these employees make sure they are present at staff meetings *and present when necessary for AIL business.*

**Work Absences and Call-In Procedures**

At AIL, all employees are viewed as important members of a team. Thus, when someone is absent or late to work, the absence or tardy will have an impact on other members of the team. It is for this reason that employees are expected to be at work regularly and on time, except in cases of illness or special circumstances.

All absences, instances of tardiness and early departures are viewed as an important part of your work record and will be considered when evaluating performance as well as opportunities for promotion. A consistent pattern of

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*Model Comprehensive Human Investment Programs*

absence, tardiness or early departures will be cause for question and will initiate the corrective action process up to and including termination of employment for excessive work absences or tardiness.

When you are going to be absent or late, you must notify your Supervisor in advance. Unplanned absences must be reported within two hours of your scheduled start time and you receive approval to be absent or late.

Failure to call your supervisor or report for work after twenty-four (24) hours of normal report time will be treated as a voluntary resignation from employment. Failure to call or report for work on three (3) separate occasions within any two-year period will result in disciplinary action up to and including termination of employment.

#### **Inclement Weather**

AIL recognizes that occasionally there may be severe inclement weather which can hamper employee's ability to report to work as scheduled. AIL's practice is to follow all the same delayed opening or school closing announcements as the Austin Independent School District (AISD). AIL Green Builder construction delays will be at the discretion of the Supervisor.

#### **Other Employment/Consulting & Contracting**

AIL understands that full-time employees may seek additional work opportunities while employed by AIL. In view of this, AIL requires employees to adhere to the following guidelines:

- No employee may accept outside employment or compensation which might reasonably be expected to impair the performance of his or her duties at AIL.
- Outside employment must be outside your regularly scheduled working hours. If a conflict develops, AIL is to be considered the primary employer.
- Employees are prohibited from using AIL equipment, facilities, furniture, computers and related peripherals, and supplies for outside employment purposes or personal gain.
- Employees must take official leave in order to perform consulting work during regular work hours. It must be made clear to the client that the employee is representing himself and not AIL.

#### **Employment of Relatives**

In an effort to avoid situations of favoritism or conflict of interest, AIL does not permit the employment of relatives or family members at AIL. Family members or relatives are defined as immediate family or extended family to include in-laws, cousins, or other relatives related by blood or marriage.

In addition, no person will be eligible for employment when he or she or an immediate family member or extended family member serves on the Board, Emeritus Council, is a Fellow of the Institute or serves on a committee, or other policy-making entity which either by rule or by practice regularly nominates, screens, or selects candidates for the AIL Board of Directors.

#### **Hiring Procedures**

AIL is constantly seeking to develop the most talented, creative, and committed team that reflects the diversity of the community. We continually seek to improve our record of attracting highly qualified, motivated team members who both mirror and inspire the diversity of participants and the community.

AIL will follow the stated guidelines related to Staff Recruitment:

- AIL follows EEO guidelines and strongly encourages all persons who are qualified to apply for employment.

- All positions, vacant and new, shall be posted in-house for at least three (3) days.
- No person shall be hired without a reference check. Reference checks must be performed by the position's immediate Supervisor and turned in to the Operations Assistant. Reference checks for in-house hires will include the employee's current Supervisor, who will be consulted for job performance.
- No person shall be hired without a statewide criminal background check. Individuals employed by AIL must have a background free of any criminal history which may relate to their employment at AIL. Criminal background checks must be arranged and submitted to the position's immediate Supervisor and turned in to the Operations Assistant.
- Once reference checks and criminal background checks are completed, all candidate information and recommendations are reviewed by the Chief Operating Officer for final approval before an offer can be made.

#### Rehire

Employees who have left AIL voluntarily and who were performing at an acceptable level of performance will be considered for rehire. AIL will review the entire work history of each individual and make a determination as to their suitability for re-employment. Employees rehired within 30 days of the original separation date and in the same position will be rehired with all wages and benefits provided at the same level as at the time of separation including sick leave. Individuals rehired more than 30 calendar days after the original date of separation will be treated as new hires.

#### Solicitation and Distribution

In an effort to minimize distractions and interference with work, solicitations and distribution of materials by the public on AIL property is prohibited. Solicitations and distribution of materials by employees on AIL property during working time is prohibited as well. AIL prohibits any kind of credit or collection calls to its employees at any time as well as collection visits.

#### Political/Religious Activities

AIL encourages its employees to be involved in the governing of the community at large and to exercise their religious freedom. Whenever AIL employees are involved in political or religious activities outside of working hours, they should not identify themselves as spokespersons for AIL or any program funded by the government. This could jeopardize some sources of our funding. No supplies or equipment purchased with public funds can be used for these activities.

AIL employees may NOT engage during working hours in any political or religious activity such as, but not limited to: telephone calls, e-mail, faxes, lobbying, collecting funds, making speeches, assisting at meetings, ringing doorbells, or distributing political pamphlets to persuade others of any political views while being paid with public funds. However, employees may participate in political activities during approved leave time.

All employees are allowed two (2) hours off to vote on election days. Each employee must notify their immediate supervisor and help coordinate with staff and student needs.

#### Participation on Boards and Committees

Employees are encouraged to be involved in their area of interest and expertise by participating on statewide and other appropriate committees and boards. This can occur during work hours if the activity relates to the employee's work and does not consume excessive amounts of staff time, or require travel time that is not reimbursable. Written approval by the employee's Supervisor is required for involvement during work hours. Employees are also encouraged to be involved in the community and are encouraged to serve on local committees or boards after work hours.

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*Model Comprehensive Human Investment Programs***Concealed Weapons**

AIL prohibits applicants, employees, participants and visitors from carrying weapons, concealed or otherwise, on any AIL premises. Failure to abide by this policy warrants disciplinary action up to and including immediate termination of employment.

**Parking**

Parking is provided for AIL employees. Permits are available from the Accounting Department and must be prominently displayed on your vehicle. Special temporary permits may be obtained for parking at the administrative office for emergency situations. AIL will not, under any circumstances, be liable for payment of loss, damage or towing expenses of employee vehicles.

**Dress Code**

AIL employees are expected to dress and be groomed in accordance with accepted social and business standards. The Chief Operating Officer is responsible for establishing a reasonable dress code appropriate to the job performed. An employee reporting to work in attire that is unsuitable for the workplace may be asked to go home, change, and report to work.

**Your Personnel File**

It is very important that AIL have correct information on file at all times. Should an employee have a change in any of the following items, please notify the Operations Assistant within ten (10) days:

1. Legal name
2. Home address
3. Home telephone number
4. Emergency contact
5. Number of dependents
6. Marital status
7. Change of beneficiary
8. Exemptions on W-4 tax form

All personnel records are confidential and the property of AIL. Each employee's records are available for inspection at the Operation Assistant's office only by the employee or any individual authorized in writing by the employee, his or her immediate Supervisor, the Chief Operating Officer or the Chief Executive Officer. In response to requests for information from outside AIL, the organization will only release information which confirms employment. AIL will provide additional employee information to banks and mortgage companies with employee approval.

**Performance Reviews, Merit Increases**

AIL believes evaluations on an individual and organizational level are important tools to facilitate learning and the positive management of resources. Evaluations provide information that can be used in ongoing planning to become more productive at what we do.

We encourage all employees to give AIL feedback, as an organization, on an ongoing basis. We also encourage each one to solicit feedback from co-workers and Supervisors to enhance personal growth on the job.

Formal performance evaluations will be completed at the end of the 90-day introductory period for new employees. Evaluations will be completed thereafter in December of each year.

AIL employees, with the exception of the Chief Executive Officer, who is reviewed by the Board of Directors, shall be evaluated by their immediate Supervisors and five peers. Employees may appeal performance evaluations to the

Chief Operating Officer and/or the Chief Executive Officer in that order. The appeal procedure is outlined in Grievance Procedure section of this manual.

Every attempt should be made to make the evaluation process a positive learning experience for all part Employees are encouraged to do a self-evaluation prior to meeting with their Supervisor. In addition to the responsibilities outlined in the job description, the following criteria should also be included:

1. Relationship with staff members and business associates
2. Good judgment and common sense.
3. Ability to perform well under pressure
4. Creativity and initiative
5. Command of knowledge necessary for effective job performance.

Whenever financial resources permit, merit increases may be provided to employees for performances that have improved the quality and quantity of services provided by AIL. *Merit increases will be based on job performance and the immediate Supervisor's evaluation of employee job performance. Other factors that will be considered the issuance of merit increases include AIL's financial position and equitable pay for employees performing similar tasks.*

### Promotions

AIL is pleased to promote employees from within to fill vacancies whenever possible. We support the development of employees through promotions. In addition, AIL is committed to identifying the best person to enhance the organization's goals.

Employees are considered for advancement based on their past job performance, how well they get along with others, their attitudes and initiative shown in preparing for greater responsibilities. Employees are urged to get feedback regularly from their Supervisors concerning progress and advice for necessary improvement.

### Employee Conduct and Work Rules

One of the goals of AIL is to create an enjoyable place to work, where people can enjoy the energy of everyone working together toward common goals. However, on occasion there may be individuals who negatively impact others or the environment by the violation of work rules. Management will move quickly to address these situations as it is AIL's obligation to do so in order to maintain a positive work atmosphere.

Although it is impossible to provide an exhaustive list of work rule violations, the intent is to make employees aware of the types of violations, which are not in line with our mission, and these violations are listed below.

AIL believes in a progressive process of corrective action. However, employment at AIL is "at will" and violations of (the agency's) work rules which are extremely serious or injurious to the operation, fellow employees or general public may constitute grounds for immediate dismissal without warning.

- Failure to follow established procedures in order to maintain acceptable performance.
- Willful violation of security or safety rules; improper use of company tools; careless or deliberate damage to AIL equipment or safety equipment.
- Negligence or careless actions which endanger the life or safety of another person.
- Being intoxicated or under the influence of alcohol, illegal drugs or inhalants, while at work; use or possession or sale of alcohol or illegal drugs in any quantity while on AIL premises. Any violations of the Drug Free Workplace Policy previously outlined in this manual.
- Use, possession or concealment of firearms, handguns, knives or explosives on AIL property, while on duty, or at related AIL activities.

Model Comprehensive Human Investment Programs

- Engaging in criminal or indecent conduct or acts of violence, or making threats of violence toward anyone on AIL property or when representing AIL; fighting, or horseplay or provoking a fight on AIL property, or negligent damage of property. Gambling is also prohibited on AIL property.
- Insubordination or refusing to obey instructions properly issued by the management staff or pertaining to your work; failure to maintain satisfactory and harmonious working relationships with fellow employees which directly impact the successful and productive operation of a particular department or AIL.
- Theft of AIL property or the property of fellow employees; unauthorized possession or removal of any AIL property, including documents, from the premises without prior permission from management; unauthorized use of AIL equipment or property for personal reasons; using AIL equipment for personal profit.
- Dishonesty; willful falsification or misrepresentation on job application for employment or other work records; lying about personal leave; falsifying reasons for a leave of absence or other data requested by AIL; alteration of AIL records or other documents.
- Giving confidential or proprietary AIL information to competitors or other organizations or to unauthorized AIL employees; breach of confidentiality of participant or personnel information or other improper behavior as described in the Business Ethics section of this handbook.
- Consistent absence or tardy; failure to return to work upon expiration of authorized leave. Loafing, sleeping on the job, or intentional restriction of output.
- Sexual, verbal, physical, or visual forms of harassment directed at any person associated with AIL, or discriminatory treatment of employees or applicants, where such discrimination or harassment is based on race, color, religion, national origin, sex, disability, or any other protected status. This prohibition also covers any form of sexual harassment, including unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature.

**Corrective Action Procedures**General Rules Regarding the Application of Corrective Action:

- AIL believes in a progressive corrective action process, where possible, which provides the individual an opportunity to correct any problems with work performance or work behavior before more serious measures are taken.
- Violation of any one of the work rules will be reviewed on a case by case basis, gathering all facts and information relative to the violation, and disciplinary action applied as consistently as possible, relative to the severity of the violation.
- Certain violations which are extremely serious or injurious to AIL, fellow employees, participants, the general public or the image of AIL may constitute activation of the disciplinary process at any stage, up to and including immediate suspension and/or termination of employment.
- Corrective action will be administered consistently and equitably without regard to race, sex, national origin, age or physical or mental disability.

If your performance is unsatisfactory and you are unable to fulfill the requirements of your job or there is a failure to abide by AIL work rules, you will be notified of the problem. If satisfactory change does not occur, you may be dismissed. Incidents, which do not result in immediate dismissal, will be dealt with in the following sequence:

Conference

When an incident or problem occurs, the employee's immediate Supervisor counsels with the employee. The performance deficit is defined, and specific corrective actions are requested. The employee is advised that failure to

improve the performance deficit will warrant further corrective action. The conference will be documented for the individual's personnel file.

Written Warning Memorandum

A recurrence of the problem requires further consultation as described above and a written warning, which becomes part of the employee's personnel record, is created. The Supervisor notifies the employee of consequences for continued failure to perform as required.

Final Written Warning Memorandum

The continuance of a performance deficit will warrant a final written warning, which advises the employee of the previous steps taken to assist in improving performance and the recommendations for improving performance within 30 days. The memorandum will advise that failure to improve within the specified time will result in termination of employment.

In all cases of corrective action, an employee will have an opportunity to explain his or her conduct and rebut the opinion of the Supervisor at the time the warning is issued. An employee who disagrees with any corrective action or separation decision may utilize AIL's Grievance Procedure which is set forth in this manual.

All corrective action including the initial conference and warning memorandums will be copied to the Chief Operating Officer. All terminations of employment require a complete review with the Chief Operating Officer prior to any action being taken.

**Employee Grievance Procedure**

Differences of opinion occasionally arise between individuals in an organization. Channeled appropriately, resolved differences can open doors to better relations and renewed commitment to individual and organizational goals. Thus, open discussion is encouraged through the use of the procedure defined below. Employees who submit a grievance under this procedure will not be harassed nor will any reprisals be taken. However, employees are not to disrupt or in any manner interfere with the work of any other employee due to the filing of a grievance.

Procedure

Any individual having a grievance or complaint relating to his or her status or conditions of employment with AIL should first discuss the problem with his or her Supervisor in an attempt to resolve the difference at an informal level.

If, after preliminary discussion, the employee feels that nothing has been resolved, the individual should put the grievance or complaint in writing to the Supervisor and copy the Chief Operating Officer. After the complaint is received, an informal conference will be scheduled within five (5) working days. This meeting will give all parties an opportunity to resolve the complaint in a collaborative manner.

Should an employee disagree with the determination produced by the informal conference they may request a formal conference with the Chief Executive Officer, at which time a detailed complaint and/or resolution must be presented. The Chief Executive Officer will also respond within five (5) working days.

All contacts should be made on a timely basis, soon after the issue causing the grievance or complaint arose, in order to ensure effective problem-solving.

Employees are encouraged to use the procedures discussed above, these procedures are intended to provide a method of resolving differences only. They are not intended to create any contract between AIL and any employee concerning the procedures that will be followed in handling any employee concerns, including termination of employment.

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*Model Comprehensive Human Investment Programs***Driving on AIL Business, AIL-Owned Vehicles, and Insurability**

AIL employees are prohibited from operating any vehicle on AIL business unless the vehicle is covered by a reasonable amount of insurance for bodily injury and property damage liability. Currently the required minimum insurance coverage is either (a) \$100,000 combined single limit (CSL) or (b) \$50,000/\$100,000 public liability (bodily injury) and \$50,000 property damage. Operation is at employee's sole risk.

Employees who have custody of AIL vehicles must have read, signed and have on file a copy of the AIL Vehicle Policy before driving any such vehicle and must submit an official copy of his or her driving record reflecting the previous five years to the Operations Assistant before using an AIL vehicle. Copies of this policy can be obtained from the Operations Assistant. AIL does maintain automobile insurance on AIL owned vehicles.

Employees who are required to drive Company vehicles or their own vehicles as part of their job function for AIL are required to remain in an "insurable" status. For this reason, employees must notify AIL of any traffic violations on or off the job. Failure to remain insurable because of traffic violations received on or off the job, regardless of fault, subject the individual to termination of employment unless there are other openings available within the Company for which the individual is qualified.

**Use of E-Mail**

AIL maintains an electronic mail system to assist in conducting business within and outside of the organization. All employees on e-mail are required to check their e-mail on a daily basis, as changes in policy and procedure as well as important announcements may be communicated via e-mail. If an individual does not know how to use the e-mail system, it is the employee's responsibility to notify his or her Supervisor immediately for proper training. The electronic mail system is considered AIL property and thus, all messages composed, sent or received on the system are and remain the property of AIL and not the private property of any employee. The use of the electronic mail system is reserved solely for conducting business within and outside of AIL and is not to be used for personal business or non job-related solicitations. No offensive or disruptive messages, or comments that offensively address someone's age, sexual orientation, religious or political beliefs, national origin or disability are allowed in using the system. AIL reserves the right to review, audit, intercept, access or disclose all messages for any purpose and the confidentiality of any message should not be assumed.

**Travel, Expenses, Mileage**

The AIL accounting staff is responsible for the documentation of all procedures related to procurement, purchasing, travel, expenses and mileage. Any individual with a need for policy or procedural information in regard to these topics should see an individual from accounting.

**Reductions In Force**

A Reduction In Force or layoff, is an action to reduce the number of employees in a work unit or at AIL overall. A layoff may be necessary due to reduced funding, change in workload, or the cancellation, amendment or completion of a grant, contract or program offering.

It is the policy of AIL to consider the layoff of employees only after examining all other available alternatives, including delay in filling vacant positions, position re-design, work unit reorganization and job-sharing. Each department facing the layoff of an employee is obligated to make every effort to place that employee either within or outside of the department prior to the effective date of layoff. Responsibility for the decision as to which employee(s) must be separated is at the supervisory level, subject to the approval of the Chief Operating Officer.

The last day the employee works is the effective date of layoff. An employee separated by layoff is paid for accrued vacation leave in the same manner as other separations. In addition, an employee will be given two weeks notice if possible and appropriate as the situation warrants.



### Employment Separations and Exit Interview

Employees planning to leave AIL employment are requested to notify the Supervisor *in writing as early as possible*. Two (2) weeks' notice is required so the pending matters can be put in order and completed. In addition, it is also important to return AIL equipment, keys, materials, credit/wholesale cards or other items in order to avoid a delay in processing a final check. Should you have health care, you will be eligible for COBRA (a continuation of health coverage program) and will be provided with all the necessary information in order to make a decision whether to continue the healthcare plan.

We encourage feedback and suggestions from employees who are resigning. An exit interview is scheduled with the Operations Assistant before the last day. We strive for a continuous effort to solicit the most open, honest feedback from the people who make the wheels turn.

### YOUR PAY

#### Pay Periods and Paydays\*

AIL employees are paid once a month on the last working day of each pay period.

If a holiday falls on a regularly scheduled payday, paychecks are distributed on the next business day after the normal payday.

\*AIL Green Builder employees, please see addendum.

#### Overtime

Overtime for nonexempt employees (work in excess of 40 hours in a given workweek which is defined as Sunday - Saturday) when pre-approved by the employee's Supervisor will be paid at one and one-half times regular hourly wage for all hours worked in excess of 40 in a work week.

Overtime for exempt employees is recognized by providing two hundred (200) hours of annual paid leave.

Paid time off such as paid sick leave, vacation or holidays do not count as hours worked for the purpose of determining overtime pay eligibility.

#### Timekeeping Records

Accounting provides a master time sheet for each employee and each employee must keep an accurate daily account of number of hours worked. The time sheets are required for accurate documentation of all contracts as well as per the Department of Labor regulations.

The time sheets must be signed by the employee and the immediate Supervisor and submitted to the Accounting Department by the last working day of each pay period.

No payroll checks will be distributed at the end of a pay period unless a time sheet is on file.

#### Employee Advances

Employee advances are limited for the following reasons:

A primary funding source for AIL is federal funding. The contracts are conducted on a cost reimbursement basis and advances are generally not allowable. Employee advances are restricted to true emergencies, such as documented notification of utility cutoff and out of state immediate family emergency like a life threatening illness or death. Advances are to be repaid in full in the next pay period.

YOUR BENEFITS

Eligibility

Full-time regular employees are eligible for all benefits described in this manual.

Part-time regular employees working more than fifteen (15) hours per week but less than thirty-two (32) hours per week are eligible for half of the full-time rate for the sick leave, vacation and holiday benefits. Part-time employees may also utilize the Employee Assistance Program.

Full-time temporary employees are not eligible for sick leave or vacation benefits but are eligible for holiday benefits. Full-time temporary employees may also utilize the Employee Assistance Program.

Part-time temporary employees working more than fifteen (15) hours per week but less than thirty-two (32) hours per week are not eligible for sick leave or vacation benefits but are eligible for half of the full-time rate for holiday benefits. Part-time temporary employees may also utilize the Employee Assistance Program.

Holidays\*

One of the incentives built in to reward staff for their high levels of performance and commitment to AIL is a generous holiday schedule. Most holidays are synchronized with the Austin Independent School District. The following holidays will be observed:

- Martin Luther King's Birthday
- Presidents' Day
- Two weeks for Spring Break
- Good Friday\*
- Cinco De Mayo
- Memorial Day
- Juneteenth
- July 4th
- Labor Day
- Diez y Seis
- Veterans Day
- Thanksgiving Day and the day after
- Three weeks for Mid-Winter Break

\*Employees may work on Good Friday and take another day of their choice off.

Note: ALL Green Builder employees, please see addendum.

Vacation Leave\*

AIL believes in employees maintaining balance in their mental, emotional, physical and spiritual states. Employees are encouraged to utilize all of their vacation benefit each year.

Full time employees accrue vacation leave on the following schedule:

Number of Service Years	Hours per Month Accrual
First Year up to Five Years	3.5 hours up to 42 hours per year
Five Years up to Ten Years	7 hours up to 84 hours per year
Ten Years and Beyond	12 hours up to 144 hours per year

Vacation time can be carried over to the next service year up to a maximum of 160 hours. To ensure adequate coverage during period of vacation, requests for vacation leave must be submitted in writing on a Leave Request Form and approved in advance by the immediate Supervisor and Chief Operating Officer.

If vacation is taken in advance, prior to accruing a sufficient number of hours, and employment is terminated, the employee shall reimburse AIL for vacation time taken but not accrued.

Upon separation of employment, the employee is compensated for vacation time accrued but not taken. If an employee resigns effective on the 10th of the month or earlier, vacation pay will be included in their end of the month final pay. However, if the resignation is effective later than the 10th of the month, AIL reserves the right to pay the accrued vacation pay on the following month's payroll. This is due to deadlines of our automated payroll system and allows time to ensure accuracy of final payment.

\*AIL Green Builder employees please see addendum.

### **Sick Leave**

Our greatest resource is the presence of our committed, highly dedicated professional staff. Thus, we encourage all employees to take care of themselves and their family obligations when illness or medical emergency arises. It is AIL's intent to support these situations by providing the following sick leave program.

Sick leave is accrued at the rate of 8 hours per month up to a maximum of ninety-six (96) hours per year. We care about our employees and an employee may accrue a maximum balance of one hundred ninety two (192) hours of sick leave at any one time. When illness related absences exceed the amount of paid leave earned and authorized, an employee's pay will be discontinued until the employee returns to work. (For additional information regarding medical related absences, see the section on Family and Medical Leave).

AIL is concerned about the well-being of each employee. In cases of extended medical absences, AIL will, upon request, assist an employee to locate additional financial resources. Upon separation of employment, accrued unused sick pay is surrendered.

For employees with more than one year (1) of service but less than five (5) AIL will pay the full employee Health/dental benefits up to three months while on certified disability. For employees with more than five (5) years of service AIL will pay full the full employee health/dental benefits up to six (6) months while on certified disability.

Accrued sick leave hours will not be paid at the time of separation. Employees who are rehired within thirty (30) Days from separation may have sick leave restored upon approval of the Chief Operating Officer. Employees who are rehired after thirty (30) from separation will not have sick leave restored.

### **Bereavement Leave**

AIL provides employees paid time away from work due to family death. Three (3) days of bereavement leave is granted for death in the immediate family within the state. Five days (5) shall be granted for death in the immediate family occurring out of state. For the purpose of this policy, immediate family shall be defined as employee's and spouse's parents, stepparents, spouse, children, grandchildren, stepchildren, siblings, and grandparents.

### **Maternity and Paternity Leave**

AIL is supportive of its employees and their families. Employees are allowed two weeks of paid maternity/paternity leave for those who have completed the Introductory Period. Maternity or paternity leave may also be used in cases of adoption.

**Personal Day**

Each employee per year earns one personal business day after the Introductory Period (90 days). This day may be used to cover personal and family business. To ensure adequate coverage requests for personal day must be submitted on a Leave Request Form and approved in advance by the immediate Supervisor and Chief Operating Officer

**Leave Without Pay**

Occasionally, for personal or other reasons, you may need to be temporarily released from the duties of your job with AIL, but may not wish to submit your resignation. Under certain circumstances, you may be eligible for an unpaid personal leave of absence. The maximum amount of time an employee can be away on a personal leave of absence is ninety (90) days. After that time, employment will be terminated and the individual is welcome to reapply subject to AIL's usual hiring policies.

In order to have a request for personal leave considered, the employee must have successfully completed their introductory period and must currently have a good performance standing. In addition, approval of the personal leave will be based on operational demands at that time and only approved where the absence will not cause a hardship on the department. Individuals should apply in writing for an unpaid leave of absence, setting forth the reason for the leave, the date on which the leave is to begin and the date of return to active employment. All leave requests will be approved/disapproved by the Chief Operating Officer. During the leave period, leave benefits do not accrue and health insurance costs as well as retirement contributions are the responsibility of the employee.

When an employee voluntarily takes leave without pay for a period exceeding six (6) weeks, the time of return to AIL as a regular employee is dependent upon availability of a position. Every effort will be made to place the employee in a position comparable to that which was held prior to leaving. Should a position not be available, employment will be terminated.

**Jury Duty**

It is your civic duty as a citizen to report for jury duty whenever called. If you are called for jury duty, you will continue to receive your regular pay according to the following schedule:

Hours Absent for Jury Duty	Pay Provided
First 40 hours	Full Pay
41-80 hours	75% of full pay
81-120 hours	50% of full pay
In excess of 120 hours	No pay

You must notify management immediately upon receipt of the jury summons. On any day or half-day you are not required to serve, you will be expected to return to work. In order to receive payment for jury duty time, you must present a statement of jury service to your Supervisor and the Operations Assistant and you must surrender your jury duty pay.

**Voting**

AIL encourages employees to exercise their right to vote. Employees may take up to two (2) hours to vote when pre-approved by their Supervisor.

**Family and Medical Leaves of Absence (FMLA)**

The purpose of the Family and Medical Leave of Absence Policy is to outline the conditions under which an employee may request time off without pay for a limited period with job protection and no loss of accumulated service, provided the employee returns to work.

*Definition*

A family and/or medical leave of absence shall be defined as an approved absence available to eligible employees up to twelve (12) weeks of unpaid leave per rolling calendar year under particular circumstances that are critical to the life of a family. Leave may be taken:

- Upon the birth of the employee's child and to care for the newborn child during the first year following birth;
- Upon the placement of a child with the employee for adoption or foster care during the first year following placement;
- When the employee is needed to care for a child, spouse, or parent who has a serious health condition;
- When the employee is unable to perform the functions of his or her position because of a serious health condition.

*Eligibility*

To be eligible for leave under this policy, an employee must have been employed for at least a total of twelve months and must have worked at least 1,250 hours during the twelve-month period preceding the commencement of the leave.

*Exception:* If the employee is a salaried, exempt employee and is among the highest paid ten percent of employees within seventy-five miles, and returning the employee to his or her job would result in substantial economic injury to AIL, reinstatement to the employee on leave can be denied. In this situation, however, the employee will be given an opportunity to return to work before his or her open position is filled.

*Basic Regulations and Conditions of Leave*

AIL will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For leave to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, AIL may require a second medical opinion and periodic re-certifications at its own expense. If the first and second opinions differ, AIL, at its own expense, may require the binding opinion of a third health care provider, approved jointly by AIL and the employee.

If medically necessary for a serious health condition of the employee or his or her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis. However, AIL may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.

*Notification and Reporting Requirements*

When the need for leave is foreseeable, such as the birth or adoption of a child or planned medical treatment, the employee must provide reasonable prior notice and make efforts to schedule leave so as not to disrupt AIL operations. In cases of illness, the employee will be required to report periodically on his or her leave status and intention to return to work.

*Status of Employee Benefits During Leave of Absence*

AIL will pay health insurance costs for the leave period under this policy to the same extent it was paying such costs before the leave started.

In the event that an employee elects not to return to work upon completion of an approved family or medical leave of absence, AIL may recover from the employee the cost of any payments made to maintain the employee's coverage, unless the failure to return to work was for reasons beyond the employee's control. Benefit entitlements based upon length of service will be calculated as of the last paid workday period to the start of the unpaid leave of absence.

*Use of Vacation and Sick Leave During FMLA:*

Employees are allowed to exhaust any amount of accrued vacation, sick leave or flex time during periods of family or medical leave of absence to help provide income during this time.

*Procedures to Request the Use of FMLA:*

To request a medical leave, you should submit a written request for the leave to your Supervisor stating the reason and dates for the leave. A *Certification of Health Care Provider* form will be sent to your physician and must be completed and returned to AIL in order to determine whether the leave can be approved as FMLA. A *Certification of Health Care Provider* form must be received within 15 days from the start of the medical leave in order to maintain employment.

Upon return from an approved medical leave, employees must present a physician's statement certifying that the individual is released to continue their regular duties and will not jeopardize their health or the safety of others.

Your job status will be protected and you are entitled to return to the same or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment upon return from FMLA leave.

Employees who must remain away from work for more than the period of time allowed under FMLA will be considered terminated from employment and are welcome to re-apply subject to AIL's usual hiring policies. The exceptions are those situations in which an individual has been approved under the Long-Term Disability (LTD) plan or those individuals who have an ADA qualified disability, which requires appropriate accommodation.

**Non-FMLA Medical Leave**

Leaves not covered by the Family and Medical Leave Act of 1993: If an employee who has been with AIL less than twelve months requests a medical leave, such leave would not be covered by FMLA. Even though such leaves are not covered by FMLA, AIL may grant an unpaid medical leave for the employee's own serious health condition. The maximum amount of time an individual may be on an approved medical leave of absence is ninety (90) days. AIL will not continue to pay its customary share of your health insurance costs during the medical leave of absence period.

To request a non-FMLA medical leave, you should submit a written request for the leave to the Supervisor, stating the reason for the leave. The use of the *Certification of Health Care Provider* form will be utilized and the same guidelines used to determine a serious health condition under FMLA will be used in order to determine whether the absence qualifies for a medical leave. A *Certification of Health Care Provider* form must be received within 15 days from the start of the medical leave in order to maintain employment.

At the time the medical leave begins, you may use any accrued vacation or sick pay to help provide income during the period of medical absence. Full-time employees who have selected and been approved for LTD will receive a portion of their pay after ninety (90) days of medical absence.

Upon return from an approved medical leave, employees must present a physician's statement certifying that the individual is released to continue regular duties and will not jeopardize their health or the safety of others.

We will make reasonable efforts to allow you to return to your former work, or similar work for which you may be qualified, if your former work or similar work is available at the time you are released to return to work. However, if no positions are available for which you are qualified, your employment will be terminated. Job protection benefits do not begin until after the date by which an employee is considered covered under FMLA.

Employees who must remain away from work for more than the period of time approved by AIL will be considered terminated from employment and are welcome to re-apply subject to AIL's usual hiring policies. The exceptions are for those individuals who have an ADA qualified disability which require appropriate accommodation.

**Military Leaves Of Absence**

AIL supports our country's military and follows the guidelines set in the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA).

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Employees will be granted an unpaid leave of absence as required by law for the purpose of fulfilling any required military obligation. Reasonable advance notice of the need for such leave is required and employees are expected to return immediately after fulfilling any military obligation.

### Insurance Programs

AIL believes in providing its employees with very generous and comprehensive insurance programs. The information contained below is provided merely as a guide with more detailed information available in summary plan descriptions provided to you. AIL reserves the right to change or modify these insurance programs at its discretion.

### Flexible Benefits Plan

AIL's insurance program is offered to employees as a Flexible Benefits Plan. This means that employees have the option of choosing which benefits are most meaningful to them and allows each person to create a benefits package that will meet specific needs. In addition, a Flexible Benefits Plan has the advantage of being able to deduct certain premiums from pre-tax salary dollars, effectively reducing the amount of taxable wages earned by an employee.

### Health Care

Eligibility:	Full-time regular employee and eligible family members
Effective Date of Coverage:	First of the month following 30 days of employment
AIL Pays:	Year 1: 80% of premium for employee Year 2 - 4: 100% of premium for employee After 5 yrs.: 100% of premium for employee and family
Coverage:	PPO: See plan booklet for details

### Dental Care

Eligibility:	Full-time regular employees and eligible family members
Effective Date of Coverage:	First day of the month following 30 days of employment
AIL Pays:	Year 1: 80% of premium for employee Year 2 - 4: 100% of premium for employee After 5 years: 100% of premium for employee and family
Coverage:	See plan booklet for details

### Long Term Disability

Eligibility:	Full-time regular employee only
Effective Date of Coverage:	First day of the month following 30 days of employment
AIL Pays:	100% of premium for employee coverage
Coverage:	After 90 days of absence, the plan pays 60% of base salary

### Life Insurance

Eligibility:	Full-time employee only
Effective Date of Coverage:	First of the month following 30 days of employment
AIL Pays:	100% of premium for employee coverage
Coverage:	\$25,000 death benefit/Additional \$25,000 for AD&D

### Optional Insurance Programs

In addition to the programs above, AIL also offers employees a variety of optional pre-tax employee paid insurance programs including:

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*Model Comprehensive Human Investment Programs*

Short Term Disability  
Cancer Insurance  
Life Insurance for Family Members  
Supplemental Life Insurance for Employee  
Supplemental AD&D Insurance for Employee

**Status of Benefits Upon Termination**

Medical and dental insurance are the only benefits available to employees whose work relationship with AIL is terminated. Continuation of insurance for eligible employees, upon termination, is covered by the provision of the Consolidated Omnibus Reconciliation Act (COBRA). Information in regard to this program will be provided to you upon termination.

**Retirement Plan - 403B**

After thirty (30) days of employment, AIL offers a voluntary retirement program to employees which allows individuals to set aside pre-tax money from each paycheck for future retirement planning needs. The program is funded through employee contributions only with no matching from AIL. However, AIL does provide free access to a benefit broker to assist with retirement planning questions.

**Teacher Retirement System of Texas (TRS)**

TRS is a mandatory retirement contribution program in lieu of the Social Security deduction, which entitles AIL employees to a number of benefits and is payable at either the time of retirement, disability, death. Moneys can also be returned to employee at the time of termination of employment, with penalty, or rolled over into an IRA or another TRS account if subsequent employment is with a participating district.

The member contribution rate is 6.4% of annual compensation withdrawn pre-tax with a matching state contribution rate announced annually. Details and application information can be obtained from the Operations Assistant.

**Employee Assistance Program (EAP)**

Living in today's complex world is sometimes difficult. Many times individuals can be overwhelmed as they try to balance the demands of work, family and their own personal needs. When a personal problem makes life difficult, it affects all aspects of our lives -- at home and at work. For this reason, AIL offers an Employee Assistance Program.

The Employee Assistance Program is a no-cost benefit designed to provide a confidential counseling service to employees and their immediate family members whose personal problems are seriously affecting their lives. In some cases, when these personal problems begin affecting work performance, it often places an additional amount of stress on the employee. Individuals with performance problems may be referred to the EAP by their Supervisor or individuals can self-refer and be assured confidentiality. For additional information on the EAP benefit, feel free to call 800-343-3822 or see the Operations Assistant.

**Conferences and Training Workshops**

AIL strongly encourages its employees to strive for self-improvement in their personal and professional growth. AIL supports each employee's personal growth particularly when it enhances his or her overall performance. Employees may attend conferences and training workshops that are directly related to the programs and field of interest of the organization. After completion of the introductory period, AIL will pay for work related seminars, with Supervisor's approval prior to enrollment. Expenses are paid in accordance with budgetary allotments and per travel and training procedures.



**YOUR SAFETY and SECURITY**

**APPLICATION**

**In Case of Injury or Occupational Illness**

Please report any on-the-job injury or occupational illness to the Operations Assistant immediately whether or not medical attention appears to be required at the time of the injury. If an injury or illness requires more than normal first aid, medical attention should be provided immediately. After receiving medical attention, report back to the Operations Assistant to complete the necessary forms.

If at the discretion of an attending physician, you are unable to return to work, we must be informed immediately, and a doctor's certificate indicating the nature and scope of your injuries must be obtained, along with an estimate of time off the job.

**Worker's Compensation**

AIL does subscribe to worker's compensation insurance and pays all premiums for this coverage in order that employees receive statutorily determined lost income and medical benefits from our insurance carrier for job-related injuries. Employees will not be discriminated against in any way because of a worker's compensation claim, or any related proceedings.

**Smoke-free Workplace**

AIL recognizes the importance of the health and safety of its workers and will provide a safe and healthy environment in which to work. Smoking has been determined to be hazardous to the health of the smoker as well as nonsmokers through secondary inhalation. AIL complies with the no smoking ordinance as promulgated by the Austin City Council. AIL maintains a smoke free environment and has no designated smoking areas inside buildings. AIL's smoking policy is not designed to prescribe personal habits, but rather to maximize comfort and safety for everyone. No smoking is allowed within fifteen feet from entryways to the building.

**Safety Rules and Regulations**

AIL believes that every employee has the responsibility to promote an accident-free workplace. To do so, each employee should frequently survey the work area and work procedures in order to report any unsafe conditions. The following is not intended to be a complete list of all safety-related work practices, but is in general, a guide which must be followed by all personnel working with, or exposed to potential situations which can cause injury.

- Employees are not permitted to operate a machine or other potentially hazardous equipment until they have been properly trained in the safe method of operation.
- All employees are forbidden to tamper with, or make repairs to, equipment, machinery or electrical appliances, unless experienced and authorized to do so.
- No employee shall be permitted to remove or make ineffective any safeguard, safety device, safety warning or appliance which is in use for personnel protection.
- Flammable solvents must be in approved containers, with contents identified, and not in open cans, pans, or trays. Our "No Smoking" policy should always be in effect.
- Employees are not permitted to wear loose clothing, jewelry, necklaces, bracelets, or use gloves when working with revolving or reciprocating parts.
- Ask for assistance to lift objects that are too heavy to be lifted comfortably.

Any questions regarding safety should be addressed to the Chief Operating Officer.

**Security, Keys, and Alarm System**

It is always important to protect AEL's physical assets at all times -- particularly from theft, vandalism and fire. Employees leaving the office should see that their office is locked and all electrical appliances and machines are securely shut off.

ALL employees will be issued a key to the office in which he or she works. The Chief Operating Officer as necessary assigns keys and alarm codes to the building. It is the employee's responsibility to be familiar with the alarm system. Employees accidentally discharging the alarm should immediately notify the Security Company and relate his or her personal code.

Personal alarm codes are not to be shared. Keys must not be duplicated and must be surrendered immediately upon termination of employment.

# ATTACHMENT # 13

## 9 B.1. Human Resource Information

Notarized Biographical Affidavits for School Administrators

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: \_\_\_\_\_

Sponsoring Entity: American YouthWorks

Proposed Charter School: American YouthWorks Charter School

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

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

1. Full Name (Initials Not Acceptable): Rebecca Hinte Benz

2. Have you ever had your name changed? Yes If yes, give reason for the change: marriage

b. Maiden Name (if female) Benz

c. Other names used at any time Rebecca Susan Burns, Rebecca Susan Benz

3. Social Security Number\*: [REDACTED]

4. Date and Place of Birth: 9.29.50 Hazen, North Dakota

5. Business Address: 216 East 4<sup>th</sup> St. Austin, TX 78701  
Business Telephone: 512-472-8220

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

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>7-96 to present</u>	<u>10962 Long Branch</u>	<u>Austin, TX</u>	<u>78736</u>
<u>8-82 to 7-96</u>	<u>7504 Woodcliff</u>	<u>Austin, TX</u>	<u>78745</u>

7. Education: Dates, Names, Locations and Degrees

College University of TX, Austin, TX 1985 - B.S.

Graduate Studies University of TX, Austin TX 1992, MSSW

Others \_\_\_\_\_

APPLICATION

8. List Membership in Professional Societies and Associations: \_\_\_\_\_  
 \_\_\_\_\_

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

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

DATES	EMPLOYER	ADDRESS	TITLE
92 - present	American Youth Works	216 E. 4th Austin TX	School Director
'90-'92	Private Industry Council	Austin, TX	Counselor
'85-'90	Child Inc. Head Start	Austin, TX	Teacher

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

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

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

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

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): 1974-1980 (Approx.) - Licenced Vocational Nurse, State of Texas, licence expired.

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

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

16. Have you ever been adjudged bankrupt? No

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

If yes, give details: \_\_\_\_\_  
\_\_\_\_\_

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

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

Dated and signed this 27<sup>th</sup> day of September,  
19 2000, at Austin, Texas

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

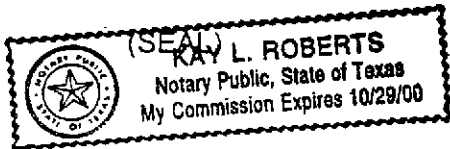
RHB  
(Signature of Affiant)

State of Texas  
County of Dallas

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

Subscribed and sworn to before me this 26 day of Sept., 19 2000

Kay L Roberts  
(Notary Public)  
My commission expires 10/29/00



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

Full Name of Sponsoring Entity and Name of Proposed Charter School: \_\_\_\_\_  
 Sponsoring Entity: American YouthWorks  
 Proposed Charter School: American YouthWorks Charter School

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

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

1. Full Name (Initials Not Acceptable): Constance John Grigoby Gooding

2. Have you ever had your name changed? No If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female) Grigoby  
 c. Other names used at any time None

3. Social Security Number\*: [REDACTED]

4. Date and Place of Birth: EL Dorado, Kansas Sept. 5, 1947

5. Business Address: 216 East 4th, Austin, Texas 78701  
 Business Telephone: 512-236-6116

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
9-4-93 → present	1015 East Jaceor Lane	Austin Texas	78753
8-1-91 → 9-4-93	14100 Thernwald	Austin Texas	78753

7. Education: Dates, Names, Locations and Degrees

College Kansas State Teachers College, Emporia, Kansas  
9/67 to 9/69 BSE ; 9/69 to 9/71 Butler Community College  
 Graduate Studies Tarleton State University, Stephenville, Texas 1981-1984  
 Others Austin Community College, Austin, Texas  
1991 (took refresher courses in science)

8. List Membership in Professional Societies and Associations: National Council for Social Studies

9. Present or Proposed Position with the Proposed Charter School: Education Manager

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

DATES	EMPLOYER	ADDRESS	TITLE
10-1-91 to present	American YouthWorks	216 East 4th Austin	teacher
8-14-74 to 8-14-91	Copperas Cove High School	400 South 25th Copperas Cove Texas	education mgr teacher department chair Student activities director

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

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

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? no  
 If yes, give details: \_\_\_\_\_

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): Texas state teachers certificate, issued August 1974

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

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? yes If yes, give details: anyone fills in for evening receptionist if they call in sick

16. Have you ever been adjudged bankrupt? no



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

If yes, give details: \_\_\_\_\_  
\_\_\_\_\_

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

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

Dated and signed this 25<sup>th</sup> day of September, 192000, at \_\_\_\_\_

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

Connie Gooding  
(Signature of Affiant)

State of Texas  
County of Tarrant

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

Subscribed and sworn to before me this 26<sup>th</sup> day of 2000, 19September

Linda E. Bustos  
(Notary Public)  
My commission expires 8/2003



# ATTACHMENT # 14

**9 B.2.a. Human Resource Information**

**Organizational Chart**



## ATTACHMENT # 15

### 9 B.2.b. Human Resource Information

Job description for CEO, Academic Director, Financial Director, etc...

# AYW Key Staff Job Descriptions

APPLICATION

**Richard H. Halpin**  
**Chief Executive Officer**

## Summary

This position, which reports directly to the Board of Directors, is responsible for overseeing all employees and functions at AIL in a way that sustains and supports AIL's mission. The CEO provides internal vision and guidance, steers the company's growth, and takes a major role in strategic planning of fundraising for both program sustainability and capital campaign projects. The CEO is also responsible for building partnerships with outside individuals, corporations, and agencies, and for contributing to public policy formation on a local, state, and national level.

## Qualifications

- Strong vision and sense of mission for growing this dynamic non-profit
- College degree or equivalent
- Successful experience working with a non-profit Board of Directors
- Excellent strategic and problem-solving skills
- Ability both to examine small details and to formulate global plans for the organization and its future
- Experienced community facilitator who can bring diverging groups together
- Strong background in working with at-risk youth. Understanding of deeper issues affecting their performance and their promise in our society.
- Minimum of ten years of successful non-profit management and youth programming experience
- Superb interpersonal and communication skills

## Duties

- Supervise all coordinators at AIL, including the Chief Financial Officer, the Charter School Coordinator, and other senior managers as needed.
- Represent AIL and its mission to the outside world.
- Partner with city, state and national organizations and corporations to further AIL's mission and goals.
- Provide strategic financial oversight.
- Craft a vision of the company as an egalitarian community of learners. Translate this vision into plans that can be implemented. Inspire and motivate staff, students, and Board Members to realize and participate in the company's promise.
- Strategically plan fundraising and capital campaigns to enable the company to continue to grow.
- Interact with the Board of Directors.

**AYW Key Staff Job Descriptions**

**Zachary Lynde**

**Chief Financial Officer**

**Summary**

▪ Under the direct supervision of the Chief Executive Officer, this position will direct all fiscal business of AYW as well as all personnel, development and administrative functions.

**Qualifications**

- Degree in Accounting
- Long-term non-profit accounting experience
- Extensive management/supervisory experience

**Duties**

- Maintain accurate financial records for AYW
- Maintain financial records for funding sources
- Prepare financial reports for funding sources
- Work closely with annual audit
- Prepare monthly financial reports for the Board of Directors
- Work closely with CEO in directing fiscal policy
- Creates budgets for all proposals leaving the agency
- Supervises, directs, and evaluates all accounting and financial staff

## AIL Charter School Director

### Primary Functions:

- ◆ Under the direct supervision of the Chief Program Officer, the Charter School Director will promote the educational success of all participants by exemplifying educational leadership.

### Qualifications:

- ◆ graduate of accredited college/university
- ◆ experience in program and personnel management, and service delivery to disadvantaged populations  
**OR**
- ◆ an acceptable combination of education and experience

### Duties:

- ◆ facilitate the development, articulation, implementation and stewardship of a vision of learning that is shared and supported by the community
- ◆ advocate, nurture and sustain an educational culture and instructional program conducive to participant learning and staff professional growth
- ◆ ensure management of organization, operations and resources for a safe, efficient and effective learning environment
- ◆ collaborate with families and community members, responding to diverse community interests and needs, and mobilize community resources
- ◆ coordinate with other agencies, organizations and individuals to provide comprehensive services for AIL participants
- ◆ work with Chief Program Officer and Contract Coordinator to ensure that all contract obligations are met

### Desired Knowledge, Skills and Abilities:

- ◆ Master Degree or higher
- ◆ 3-5 years working with at-risk populations in educational/social service capacity
- ◆ 1 year experience in supervision
- ◆ good knowledge of the principles and methods of comprehensive service delivery systems and personnel management

**Desired Knowledge,  
Skills and Abilities  
continued:**

- ◆ proven ability to take the initiative in innovative educational program, development and implementation
- ◆ knowledge of cultural and environmental factors affecting disadvantaged and minority groups
- ◆ knowledge of community resources and supportive services
- ◆ clear and concise oral and written expression



## American YouthWorks Charter School

## Job Description

Job Title: Education Manager

Reports To: Charter School Director

Job Goals: Assist the Charter School Director in the administration of the instructional program, management, and the operation of the school campus.

Qualifications:

## Education/Experience:

College Degree

At least two years successful experience as a classroom teacher

## Special Knowledge/Skills:

At least two years experience supervising in an education environment

Ability to evaluate instructional programs and teaching effectiveness

Knowledge of curriculum and instruction

Excellent communication, public relations, and interpersonal skills

Ability to exercise good judgment in decision making

Knowledge in the selection, training, and supervision of personnel

Knowledge of laws, rules, procedures and programs specifically related to the operation of charter schools

Enthusiasm for innovation in education

Responsibilities:

## 1. Instructional Management:

- a. Monitor the instructional program by reviewing teacher lesson plans, observing classroom instruction on a regular basis, conferencing with staff, and carefully analyzing assessment data related to student academic performance.
- b. Work closely with Director and Curriculum Specialist to plan, implement, and evaluate the curriculum on a systematic basis.
- c. Evaluate and recommend improvements in the design and implementation of the instructional program.

## 2. School/Agency Climate

- a. Project a positive image; establish and maintain a work environment conducive to positive staff morale.
- b. Promote and provide a positive teaching/learning environment for staff and students.
- c. Demonstrate skill in working with students, staff, and parents to successfully resolve conflict.
- d. Demonstrate an understanding of and commitment to the school's mission; collaboratively build with staff a common vision for school improvement.
- e. Promote high expectations for staff and students.
- f. Provide leadership which produces desired results and significant improvement in student achievement.

## 3. Personnel Management

- a. Responsible for hiring and supervising teaching staff.
- b. Define expectations for staff (e.g. routine procedures, classroom management, instructional strategies)
- c. Observe and document job performance, provide development supervision, and conduct evaluation conferences with staff members.
- d. Make recommendations relative to personnel placement, transfer, retention, promotion, and dismissal.

## APPLICATION

4. Student Management
  - a. Assist staff to implement a student discipline plan that encourages and rewards positive student behavior.
  - b. Support teachers in the campus discipline program and deal with student discipline matters in a serious and effective manner.
5. Administration
  - a. Assist Charter School Director to provide required reports for all school operation including, but not limited to, enrollment, attendance, funds accounting, contract reports, and payroll.
  - b. Work with Charter School Director and AYW Development Department to develop funding sources.
  - c. Work with staff to establish courses and course schedules.

The forgoing statements described the general purpose and responsibilities assigned to this job and are not an exhaustive list of all the responsibilities, duties and skills that may be required.

# ATTACHMENT # 16

## 9 C.3. Human Resource Information

Job Descriptions for All Charter School Faculty and Staff

## Teacher

### Summary

Under the direct supervision of the Education Manager, Teacher will:

- Provide students with appropriate learning activities and experiences designed to fulfill their potential for intellectual, emotional, physical, spiritual, and social growth
- Enable students to develop competencies and skills to function successfully in society

### Qualifications

- Graduation from college or university
- Prefer valid Texas Teacher's Certificate
- General knowledge of curriculum and instruction
- Strong verbal and written communication
- Ability to instruct
- Ability to maintain emotional control under stress

### Duties

#### Instructional Strategies:

- Develop and implement plans for the curriculum program; show written evidence of preparation as required
- Present the subject matter according to guidelines established by the Texas Education Agency, TEKS, board policies, and administrative regulations
- Accommodate individual student needs through appropriate instructional strategies, activities, materials and equipment
- Cooperate with special education teachers/staff to modify curricula as needed for special education students according to guidelines established by Individual Education Plans (IEP).
- Cooperate with other members of the staff in planning and implementing instructional goals, objectives, and methods according to district requirements
- Plan and supervise purposeful assignments for teacher aid(s) and/or volunteer(s)
- Use appropriate technologies in the teaching/learning process

#### Student Growth and Development

- Assist students in analyzing and improving methods and habits of study
- Consistently assess student achievement through formal and informal testing
- Assume responsibility for extracurricular activities as assigned; may sponsor outside activities approved by the school
- Present a positive role model for students that supports the mission of the school

#### Classroom Management and Organization

- Create a classroom environment that is appropriate and conducive to learning; administer discipline according to board policies, administrative regulations, and IEP
- Take all necessary and reasonable precautions to protect students, equipment, materials, and facilities
- Assist in the selection of books, equipment, and other instructional materials

## **Communication**

- Establish and maintain open lines of communication with students and their parents. This may include home visits.
- Maintain a professional relationship with all colleagues, students, parents, and community members
- Use appropriate communication skills to present information accurately and clearly

## **Professional Growth and Development**

- Demonstrate current knowledge and skill in teaching strategies and the learning process
- Participate in staff development programs
- Demonstrate interest and initiative in professional improvements
- Behave professionally, ethically, and responsibly

## **Policy Implementation**

- Keep informed of and comply with state, district, and school regulations and policies for classroom teachers and charter schools
- Compile, maintain, and file all reports, records, and other documents required

## **General**

- Other duties as assigned

# AYW Key Staff Job Descriptions

APPLICATION

## Charter Counselor

### Summary

Under the direct supervision of the Coordinator of Counseling Services, the Counselor will provide case management services, including individual and group counseling to AIL participants. The counselor will work with participants to determine goals and objectives in overcoming barriers to self-sufficiency.

### Qualifications

- Bachelors degree in behavioral science social work, psychology, counseling or related field
- Experience in direct practice, providing counseling, case management, or similar services
- Good written and oral communication skills
- Knowledge of community resources

### Duties

- Provide case management services to AIL participants. Services may include: intake screenings and assessments, information and referral, academic advising, attendance follow-up, crisis-intervention, and advocacy
- Counseling may address personal issues, employment and career issues, continuing education, schedule changes and financial aid
- Coordinate with other AIL and community resources to address health care, housing needs, child care, and other participant needs identified
- Will provide, facilitate, or coordinate workshops or group counseling for participants
- Work with community organization and institution to coordinate services to facilitate participant goal attainment
- Participate in coaching team and charter planning
- Documentation is required
- Represent AIL in the community
- Other tasks as assigned

# AYW Key Staff Job Descriptions

## Employment Training Specialist

APPLICATION

### Summary

Under the direct supervision of the Career Resource Coordinator, the Employment Training Specialist will facilitate career preparation classes and job readiness/work maturity trainings; conduct job coaching and counseling; and perform job development.

### Qualifications

- BA preferred
- Experience working with at-risk youth
- Strong communication skills
- Ability to manage multiple tasks
- Classroom teaching experience

### Duties

- Teach Career Preparation Classes
- Facilitate customized job readiness/work maturity trainings
- Conduct Career Assessment Testing
- Prepare/submit reports for coalition partners
- Assist/counsel students with job search efforts
- Network with employers and institutions of higher learning
- Assist in curriculum development
- Maintain student/employer files
- Coordinate job placements and complete proper documentation
- Work with the Career Resource Coordinator to implement Career Center programs
- Other duties as needed and/or assigned

# AYW Key Staff Job Descriptions

APPLICATION

## Receptionist

### Summary

The position of receptionist will report directly to the Charter School Program Assistant.

### Qualifications

- High School diploma or GED required
- Basic computer skills
- Administrative/clerical experience
- Experience with office settings and operations

### Duties

- Answers/recieves all agency incoming calls operating multi-line switchboard
- Sorts and distributes incoming mail, posts outgoing mail
- Control and maintain office supplies
- Maintain purchase orders
- Monitor operations of office equipment



# **AYW Key Staff Job Descriptions**

**Jenny A. Emmons**

**Coordinator of Counseling Services**

APPLICATION

## **Summary**

The Coordinator of the Counseling Services is responsible for the supervision and coordination of the counseling staff. The primary goal of the counseling services is to assess and address the individual, group, family, education, health, and career direction needs of the students.

## **Qualifications**

- B.A Degree in social or behavioral sciences
- Masters Degree preferred
- At least 3 years of direct service experience in counseling and human services
- Extensive experience in Casework and documentation
- Knowledge of counseling methods and modules
- Knowledge of case management services
- Good writing and communication skills
- Knowledge of community social services

## **Duties**

- Provide ongoing supervision of counseling staff
- Supervise the activities of the Intern Supervisor/Counselor
- Arrange for training as needed in counseling methods, systems, and procedures.
- Address the equal distribution of the counseling case loads.
- Coordinate the academic advising and student schedules as they pertain to the Counselor's roles and responsibilities.
- Review case plans, case documentation, and contact requirements for consistency.
- Participate in support and counseling implementation planning sessions.
- Participate in multidisciplinary approach to evaluating and facilitating changes in the counseling services.
- Assume a limited case load when necessary.
- Assist in general Charter School activities
- Other duties as assigned by Supervisor

# AYW Key Staff Job Descriptions

Linda Bustos

Registrar

APPLICATION

## Summary

Under the direct supervision of the **Manager of Education and Enrollment, (Connie Gooding)**, this position will coordinate and manage the activities of the AIL Charter School Office required for the registration of students and maintenance of students records.

## Qualifications

- Bachelor's Degree and three years of experience in a school admissions or other student support area, including supervision
- Associate Degree plus four years of increasingly responsible experience in a school admissions or other student support position.
- Demonstrated experience in a computerized admissions, registration and reporting system
- Ability to interpret and apply complex state/federal regulations
- Ability to develop and implement procedures effectively
- Ability to coordinate multiple activities simultaneously
- Excellent oral and written communication skills.
- The ability to work both independently and as a member of a team.

## Duties

- Responsible for the day-to-day interpretation, implementation and communication of procedures, AIL policies and regulations of state and general agencies related to the admission and registration of students.
- Manage and coordinate activities involved in the establishment and maintenance of student records; review records to ensure completeness, accuracy and adherence to AIL Charter School standards.
- Assist in the establishment and implementation of Registrar's Office; ensure compliance with established practices and keep support staff informed of current changes and standards.
- Interpret registration policies for students, faculty and staff.
- Audit and approve breakfast program application.
- Maintain contact with other areas involved in record maintenance to facilitate the resolution of problems and to ensure the completeness and conformity of student records.
- Plan and schedule program presentations to incoming students and outreach to general public through information and referral.
- Understand program eligibility requirements and effectively apply those to students records.
- Performs other duties as assigned.

# AYW Key Staff Job Descriptions

Bernice Johnson

Intake Specialist

APPLICATION

## Summary

Under the direct supervision of the **MIS Coordinator**, this position will assist in the activities of the AYW Charter School Office required for the registration of students and maintenance of students records.

## Qualifications

- Three years records/registration maintenance or related administrative experience
- Skills necessary to administer complex office functions related to the establishment and management of pre-enrollment of students records and registration
- Familiarity with the intake, assessment and referral process
- Excellent oral and written communication skills
- The ability to work both independently and as a member of a team

## Duties

- Assist in day-to-day interpretation, implementation and communication of procedures, AYW policies and regulations of state and general policies related to the admission and registration of students
- Manage and coordinate activities involved in the establishment and maintenance of student records; review records to ensure completeness, accuracy and adherence to AYW Charter School standards.
- Implement and maintain AYW's Pre-Enrollment spreadsheets for all incoming students
- Interpret registration policies for students, faculty and staff
- Maintain contact with other areas involved in record maintenance to facilitate the resolution of problems and to ensure the completeness and conformity of student records.
- Conducts informational presentations presentations to incoming students and outreach to general public through information and referral
- Support agency program evaluation efforts by implementing comprehensive intake and follow-up services and coordinating with MIS Coordinator
- Administer the T.A.B.E. test
- Perform other duties as assigned

**AYW Key Staff Job Descriptions****Karen Shaffer  
MIS Coordinator****Summary**

Under immediate supervision of the Charter School Director, the Management Information Systems (MIS) Coordinator is responsible for the training of the departmental staff and providing in-service instruction concerning MIS equipment and activities to user departments. This includes all new applications, as well as any changes made to existing applications. Additional responsibilities include assisting in problem determination, system design, program testing, and performing Quality Control checks on programs and applications.

**Qualifications**

- Bachelor's Degree and two years of systems and/or database experience
- Associate's degree acceptable with three years of systems and/or database experience
- Knowledge of the functions and capabilities of database systems
- Excellent written and oral communication skills
- Ability to work both independently and as a member of a team
- Proven supervisory skills and leadership experience

**Duties**

- Analyze specifications for software needs and database design
- Test all new and changed software to ensure end user requirements and needs are satisfied
- Monitor database/data communications performance and response time
- Analyze requested database changes for impact on system
- Perform database recovery in the event of a loss
- Assess user training needs and design instructions programs to meet such needs; schedule and conduct training sessions; prepare instructional material to assist users in understanding the system and its capabilities.
- As a departmental liaison, consult with user personnel to explore information system needs and to identify and define areas of user dissatisfaction
- Hire, train and supervise MIS department

## AYW Key Staff Job Descriptions

Debra Eaton

Information Specialist

### Summary

Under the direct supervision of the MIS Coordinator, this position is responsible for overseeing all TEA requirements for attendance accounting and for maintaining other data resources within the Charter School.

### Qualifications

- Bachelor's Degree preferred or eight years of related experience
- Demonstrated experience with computer databases, preferably Excel, FileMaker Pro and Access
- Prefer experience with proprietary educational software (especially RSCCC and/or PEIMS)
- Should type at least 40 WPM without error
- Detail-oriented
- Able to interpret and analyze complex state and federal regulations, to develop and implement procedures efficiently, and to coordinate multiple tasks simultaneously
- Effective written and oral communication in diverse environment
- Able to work independently and as a team member in an open, busy environment

### Duties

- Responsible for attendance accounting procedures and reports
- Organize and maintain attendance records
- Respond to TEA and Education Service Center inquiries
- Provide attendance information sharing with parents, teachers and administrative staff
- Coordinate and manage RSCCC and PEIMS proprietary software systems including installation of regular updates and new software programs
- Oversee all TEA submissions
- Pursue continuing education through TEA and Education Service Center workshops and meetings
- Provide statistical information for Charter School and AYW reports

**AYW Key Staff Job Descriptions**

**Melanie Kaplan**

**Special Education Coordinator  
504 and Dyslexia Coordinator**

**Special Education Coordinator duties:**

- ▶ The Special Education Coordinator is responsible for planning Admission Review and Dismissal (ARD) meetings which includes completing all paperwork for Individual Education Plans (IEP), Individual Transition Plans (ITPs) and Manifestation Hearings.
- ▶ Coordinator must ensure that AYW adheres to state imposed timelines for each student's paperwork.
- ▶ Collaborate and consult with classroom teachers to insure that every teacher is complying with the students' IEPs.
- ▶ Assist teachers in carrying out IEPs and assist students in the classroom as needed. The Coordinator must be aware of all students' progress on a regular basis.
- ▶ Provide training to all AYW staff on confidentiality one time per year.
- ▶ Provide additional training to direct service staff on relevant topics as needed.
- ▶ Ensure that special education staff have the needed information to do their jobs.
- ▶ Provide administrative assistant weekly assignments to schedule ARD meetings and organize student files.
- ▶ Provide feedback to Special Education Inclusion teacher as she works with his or her caseload of students.
- ▶ Organize student assessments including new referrals or reevaluations for existing students.
- ▶ Organize speech or other related services as needed.
- ▶ Investigate progress in the classroom of new referrals prior to official referral. Initiate new referral process.
- ▶ Communicate with parents as issues arise.  
Communicate regularly with AYW counselors and administrators regarding the progress of students.

- ▶ Teach Resource Room classes as needed. This need is based on ARD committee recommendation for individual students. AYW students are educated in general education classes unless the ARD committee directs otherwise.
- ▶ Ensure that all Special Education policies and procedures are being followed -- particularly in regard to attendance and behavior.

**504 & Dyslexia Coordinator Duties:**

- ▶ Responsible for planning 504 Committee meetings to support the needs of students who qualify for 504 or dyslexia services. Coordinator must follow-up on students who transfer to AYW and initiate evaluations of those students in need of services.
- ▶ Prepare all necessary paperwork and documentation required by the state.
- ▶ Support teachers who are accommodating 504 and dyslexic students in their classrooms.
- ▶ Train direct services staff on issues related to 504 and dyslexia services.
- ▶ Ensure that all 504 and dyslexia policies and procedures are being followed -- particularly in regard to behavioral issues.

# AYW Key Staff Job Descriptions

Leah Ferguson

Special Ed Program Assistant

APPLICATION

## Summary

Under the direct supervision of the Education Manager, the S.E. Program Assistant will provide administrative assistance necessary for the day-to-day operations of the Charter School

## Qualifications

- High school graduate
- Computer proficient
- Highly organized with attention to detail
- Excellent oral and written communication skills

## Duties

- Administrative support for special education, including:
  1. Schedule special request ARDS
  2. Keep calendar detailing when ARDs are due and scheduling ARDs accordingly
  3. Track notices sent back and RSVPs for meetings
  4. Upkeep of special ed database, generating reports for MIS every 6 weeks on number of students, etc.
  5. Distribute IEPs to instructors
  6. Schedule assessments
  7. Review enrollment lists to ensure that all special ed enrollees have been identified.
  8. Obtain eligibility information and distribute to special ed teachers
  9. Administer CLASS tests to students
  10. Assist special ed team as needed
- Administrative support for Title funding
- Administrative support for Dyslexia funding
- Coordinate textbook ordering, invoicing, and other duties necessary to fulfill TEA requirements
- Provide administrative support for TEA required breakfast program
- Provide administrative support for TAAS testing
- Coordinate P.O.'s for Charter School
- Purchase and sort supplies
- Maintain VCR check-out sheet
- Maintain timesheets for all Charter School employees
- Other duties as assigned



# AYW Key Staff Job Descriptions

Jeffrey R. Wagers

Health Services Coordinator

APPLICATION

## Summary

Under the direct supervision of the Senior Coordinator for the AIL Charter School, this position will ensure the availability and delivery of health services to AIL participants, work towards integrating health services into the AIL comprehensive, one-stop model, and ensure that the quality of services are maintained.

## Qualifications

- Degree in health, nursing, public health administration or a related field. Prefer Masters
- Experience in providing health services, and service delivery to disadvantaged or at-risk populations or an acceptable combination of education and experience.

### **Prefer:**

- One or more years experience working with at-risk populations in a health service capacity.
- Knowledge of cultural and environmental factors affecting disadvantaged and minority groups.
- Knowledge of community resources and supportive services.
- Clear and concise oral and written skills.

## Duties

- Develop center strategy including identification of partners, services, and implementation plan.
- Link and represent AIL to the community through participation in collaborations and through partnerships such as the People's Community Clinic.
- Direct all aspects of the medical clinic including: hiring, training and supervising staff; coordinating service delivery, and documenting and reporting services and activities.
- Ensure that health requirements for the AIL Charter School (per Ch. 38, TEA Education Code) are maintained, and provide health policies in compliance with TEA and TDH standards.
- Facilitate Certificate of Mastery GED Health Careers classes and Health diploma classes, including developing TEKS compliant curriculum and pursuing articulation agreements.
- Provide individual counseling on health related issues as necessary.
- Investigate expansion of health center including creating vocational/technical certification programs for participants.
- Perform other tasks as needed.

# AYW Key Staff Job Descriptions

APPLICATION

Lois Myers

Curriculum Specialist

## Summary

Under the direct supervision of the Charter School Director, this position will write curriculum for the Certificate of Mastery Program, document programs for replication, and assist in diploma design work.

## Qualifications

- Graduate of accredited college or university. Masters Degree in Education or related field preferred.
- Experience in writing curriculum with knowledge of alternative education methodologies-- project-based learning, interdisciplinary studies
- Excellent writing and communication skills
- Knowledge of children's developmental needs
- Ability to work effectively with teachers, parents, industry advisory councils.

## Duties

- Write curricula for the Certificate of Mastery program across project-based areas
- Document project activities for evaluation and replication
- Pilot educational activities as appropriate
- Assist in designing AIL's project-based diploma
- Assist in developing evaluation materials with teachers
- Other duties as assigned

American YouthWorks Charter School  
Job Description

APPLICATION

Title: Program Assistant

Primary Functions: Under the direct supervision of the AYW Charter School Director, Program Assistant will provide administrative assistance necessary for the day-to-day operations of the Charter School

Duties and Responsibilities: Organizing information and materials necessary to assist Charter School Director, may include assisting with reports, correspondence, support for contract regulations, and data entry

Supervision of AYW receptionist staff

Other duties as assigned

Qualifications: High School Graduate, prefer college degree  
Computer proficient  
Highly organized with attention to detail  
Excellent oral and written communication skills

# AYW Key Staff Job Descriptions

Pat Reidy Conegliano

Volunteer Coordinator

APPLICATION

## Summary

Under the direct supervision of the AIL Charter School Director, this position will establish and maintain the use of volunteers throughout the American Institute for Learning.

## Qualifications

- Graduation from accredited college/university
- Experience in coordinating volunteer programs and working with the public
- Excellent writing and oral presentation skills
- Acceptable combination of education and experience
- Prefer bi-lingual
- Three to five years work with volunteer programs
- Experience with at-risk populations in social service, alternative education and/or literacy
- Proven ability to take the initiative in innovative program development and implementation
- Knowledge of cultural and environmental factors affecting disadvantaged and minority groups
- Knowledge of community resources
- Ability to maintain effective working relationships with employers, staff, and the public

## Duties

- Responsible for design and implementation of volunteer program throughout the organization
- Recruit and screen volunteers from the community
- Design and conduct training for volunteers; facilitate volunteer placement in the organization.
- Design and conduct individual and group training for AIL staff to facilitate the use of volunteers
- Represent AIL in the community
- Other tasks as assigned

American YouthWorks  
Job Description

APPLICATION

Title: Workforce Development Coordinator

Primary Functions: Under the direct supervision of the AYW Charter School Director, the Workforce Development Coordinator will direct the training, services and activities of the Career Resources team and serve as an industry and community liaison to ensure that AYW participants have the opportunities to find and retain employment, further training, or enrollment into higher education in line with their career goals. The Coordinator will integrate employment training with other AYW programs.

Duties and Responsibilities: Supervision of Career Resources team to insure that the group is meeting specific contract and programmatic goals and to continually delineate standards of excellence.

Serve as industry , community business, and higher education liaison to ensure greater opportunities for participants.

Integrate employment training with other AYW programs.

Serve as contract manager for assigned contracts, including, but not limited to, writing contracts and proposals, representing AYW at contract negotiations, representing AYW in contract collaborations, insuring that contract goals are implemented and achieved.

Ensure that all reporting related to Workforce Development required by agency and contracts are met, including, but not limited to, setting up tracking systems for contracts, ensuring for quality of data in tracking systems, and completing reports.

Provide direct services to participants as needed.

Qualifications: A four year degree from an accredited school in a related field

Computer proficient

Knowledge of employment law and regulations

Experience in contact management

Highly organized with attention to detail

Excellent oral and written communication skills

Experience in supervision

A valid Texas drivers license and personal vehicle are required

rhb/9/00

# ATTACHMENT # 17

9 D.1. Human Resource Information

Pro-Community Expectations

## Pro-Community Expectations

Students and staff at AYW want to ensure that they can work and grow in a safe environment. Negative behaviors impact the entire AYW community. Therefore, the students and staff created consequences for negative behavior to help ensure a safe environment at AYW. All programs will be consistent when applying the following consequences.

All consequences will be determined with the student by the counselor or program director.

### I. Illegal Activities

**Behavior:** Students who choose to bring any form of weapon to school including knives, guns, ice picks, blades of any sort, brass knuckles and any other object that is intended to harm another →

**Consequences may include:** a) Confiscate weapon; b) Call police ; c) Suspension or termination.

**Behavior:** Students who choose not to follow the smoking policy →

**Consequences may include:** a) conference with staff; b) student sent home for the day.

**Behavior:** Students who choose to gamble →

**Consequences may include:** a) conference with staff; b) student sent home for the day.

**Behavior:** Students who choose to attend an AYW activity under the influence of drugs / alcohol →

**Consequences may include:** a) notify parents / guardians immediately; b) request parent / guardian to pick up student from school or student be placed in an alternative on-site setting; c) meet with counselor upon return to school; d) mandatory parent / guardian conference; e) refer to counseling / substance abuse program; f) suspension or termination.

**Behavior:** Students who choose to sell, purchase or possess illegal drugs →

**Consequences may include:** a) call police; b) mandatory parent / guardian conference; c) referral to counseling / substance abuse program; d) suspension or termination.

**Behavior:** Students who choose to steal →

**Consequences may include:** a) meet with counselor; b) consequence to be determined; c) suspension or termination.

**Behavior:** Students who choose to graffiti →

**Consequences may include:** a) clean surface; b) school service; c) suspension or termination.

## II. Safety

**Behavior:** Students who choose to act in a threatening manner (verbally or physically) toward staff or students →

**Consequences may include:** a) suspension; b) meet with parent / guardian; c) meet with counselor & parties involved before returning to class; d) termination.

**Behavior:** Students who choose to fight →

**Consequences may include:** a) call police; b) all parties involved are sent home for the day; c) suspension or termination.

## III. Gang Activities

**Behavior:** Students who choose to throw hand signs →

**Consequences may include:** a) suspension; b) meet with counselor; c) school service; d) termination.

**Behavior:** Students who choose to wear gang affiliated clothing such as bandannas and t-shirts →

**Consequences may include:** a) student is asked to remove the item; b) school service; c) suspension.

## IV. Respect

**Behavior:** Students who choose to curse or swear →

**Consequences may include:** a) verbal warning; b) meet with counselor; c) behavior contract.

**Behavior:** Students who choose to lie →

**Consequences may include:** a) meet with counselor; b) consequence to be determined.

**Behavior:** Students who choose to wear clothing or jewelry depicting drugs / alcohol, violence of offensive logos as determined by counselor or teacher →

**Consequences may include:** a) student is asked to remove the item; b) suspension; c) school service.

**Behavior:** Students who choose to use electronic devices (lasers, cell phones, pagers, and head phones). All cell phones and pagers must be on vibrate or turned off →

**Consequences may include:** a) student may be asked to turn device off during class time; b) item may be taken from student and held until the end of the day; c) student may be asked not to bring item back to school; d) behavior contract; e) suspension or termination.

**Behavior:** Students who choose not to follow a staff directive →

**Consequences may include:** a) verbal warning; b) meet with counselor; c) behavior contract; d) suspension or termination.

*These policies were created by staff and students. (8/99)*



# ATTACHMENT # 18

10 A.1. Business Plan

Current Year's Budget

Charter School American YouthWorks Charter School  
 For the Fiscal Year Ended September 30, \_2000\_

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 Charter School Budget Categories
 

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	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Net Assets at Beginning of Year</b>				167,044
<b>Estimated Revenues:</b>				
Local Sources		5,000		5,000
State Sources		825,000		825,000
Federal Sources		60,000		60,000
Other Sources		5,000		5,000
<b>Total Estimated Revenues</b>		895,000	0	1,062,044
<b>Estimated Expenses:</b>				
Payroll Costs	6100	615,000	0	615,000
Professional and Contracted Services	6200	79,000	0	79,000
Supplies and Materials	6300	45,000	0	45,000
Other Operating Costs	6400	138,500	0	138,500
Debt Expense	6500	0	0	0
<b>Total Estimated Expenses</b>		877,500	0	877,500
<b>Gains</b>	7950			0
<b>Losses</b>	8950			0
<b>Change in Net Assets</b>		0	0	0
<b>Net Assets at End of Year</b>		17,500	0	184,544

**Charter School American YouthWorks Charter School**  
**For the Fiscal Year Ended September 30, 2000**

**Charter School Budget Categories (Continued)**

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Instruction</b>	11				
Payroll Costs		6100	450,000		450,000
Professional and Contracted Services		6200	35,000		35,000
Supplies and Materials		6300	15,000		15,000
Other Operating Costs		6400			0
Debt Expense		6500			0
<b>Total Instruction</b>			500,000	0	500,000
<b>Instructional Resources and Media Services</b>	12				
Payroll Costs		6100			0
Professional and Contracted Services		6200	2,500		2,500
Supplies and Materials		6300			0
Other Operating Costs		6400	500		500
Debt Expense		6500			0
<b>Total Instructional Resources and Media Services</b>			3,000	0	3,000
<b>Curriculum Development and Instructional Staff Development</b>	13				
Payroll Costs		6100			0
Professional and Contracted Services		6200	2,500		2,500
Supplies and Materials		6300			0
Other Operating Costs		6400			0
Debt Expense		6500			0
<b>Total Curriculum and Instructional Staff Development</b>			2,500	0	2,500

**Charter School American YouthWorks Charter School**  
**For the Fiscal Year Ended September 30, 2000**

**Charter School Budget Categories (Continued)**

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Instructional Leadership:</b>	21				
Payroll Costs		6100			0
Professional and Contracted Service:		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400			0
Debt Interest		6500			0
<b>Total Instructional Leadership</b>			0	0	0
<b>School Leadership:</b>	23				
Payroll Costs		6100	25,000		25,000
Professional and Contracted Service:		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400			0
Debt Interest		6500			0
<b>Total School Leadership</b>			25,000	0	25,000
<b>Guidance, Counseling and Evaluation Services</b>	31				
Payroll Costs		6100	90,000		90,000
Professional and Contracted Service:		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400			0
Debt Interest		6500			0
<b>Total Guidance, Counseling and Evaluation Services</b>			90,000	0	90,000

**Charter School American YouthWorks Charter School**  
**For the Fiscal Year Ended September 30, 2000**

**Charter School Budget Categories (Continued)**

	<b>Function Code</b>	<b>Object Code</b>	<b>Unrestricted Net Assets</b>	<b>Temporarily Restricted Net Assets</b>	<b>Total</b>
<b>Social Work Services:</b>	<b>32</b>				
Payroll Costs		6100			0
Professional and Contracted Service:		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400	4,000		4,000
Debt Expense		6500			0
<b>Total Social Work Services</b>			<b>4,000</b>	<b>0</b>	<b>4,000</b>
<b>Health Services:</b>	<b>33</b>				
Payroll Costs		6100	25,000		25,000
Professional and Contracted Service:		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400			0
Debt Expense		6500			0
<b>Total Health Services</b>			<b>25,000</b>	<b>0</b>	<b>25,000</b>
<b>Student Transportation</b>	<b>34</b>				
Payroll Costs		6100			0
Professional and Contracted Service:		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400	10,000		10,000
Debt Expense		6500			0
<b>Total Student Transportation</b>			<b>10,000</b>	<b>0</b>	<b>10,000</b>

Charter School American YouthWorks Charter School  
 For the Fiscal Year Ended September 30, \_2000\_

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Food Services:</b>	35				
Payroll Costs		6100			0
Professional and Contracted Service:		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400			0
Debt Expense		6500			0
<b>Total Food Services</b>			0	0	0
<b>Cocurricular/Extracurricular Activities:</b>	36				
Payroll Costs		6100			0
Professional and Contracted Service:		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400			0
Debt Expense		6500			0
<b>Total Cocurricular/Extracurricular Activities:</b>			0	0	0
<b>General Administration:</b>	41				
Payroll Costs		6100	20,000		20,000
Professional and Contracted Service:		6200			0
Supplies and Materials		6300	20,000		20,000
Other Operating Costs		6400	79,000		79,000
Debt Expense		6500			0
<b>Total General Administration</b>			119,000	0	119,000

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Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Plant Maintenance and Operations:</b>					
	51				
Payroll Costs		6100	5,000		5,000
Professional and Contracted Service:		6200	23,000		23,000
Supplies and Materials		6300	10,000		10,000
Other Operating Costs		6400	45,000		45,000
Debt Expense		6500			0
<b>Total Plant Maintenance and Operations</b>			<b>83,000</b>	<b>0</b>	<b>83,000</b>
<b>Security and Monitoring Services:</b>					
	52				
Payroll Costs		6100			0
Professional and Contracted Service:		6200	16,000		16,000
Supplies and Materials		6300			0
Other Operating Costs		6400			0
Debt Expense		6500			0
<b>Total Security and Monitoring Services:</b>			<b>16,000</b>	<b>0</b>	<b>16,000</b>
<b>Data Processing Services:</b>					
	53				
Payroll Costs		6100			0
Professional and Contracted Service:		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400			0
Debt Expense		6500			0
<b>Total Data Processing Services</b>			<b>0</b>	<b>0</b>	<b>0</b>

Charter School Budget Categories (Continued)

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



**American Youthworks**  
**Income Statement**  
(Current Period & Year To Date)  
For the period of 10/1/99 through 10/31/99

APPLICATION

Fund: (02) Direct Services  
Program: (222149) CHARTER YR 2000

	<u>Current Period</u>		<u>Year to Date</u>	
<b><u>Revenues</u></b>				
CHARTER 99/00	\$77,638.00	100.0	\$77,638.00	100.0
Net Revenues	\$77,638.00	100.0	\$77,638.00	100.0
<b><u>Program Expenses</u></b>				
WAGES - TEA 2000	\$51,832.88	66.8	\$51,832.88	66.8
SECURITY - CHARTER 99/00	42.50	0.1	42.50	0.1
POSTAGE - CHARTER 99/00	14.00	0.0	14.00	0.0
PHONE - CHARTER 99/00	(336.46)	(0.4)	(336.46)	(0.4)
SUPPLIES - CHARTER 99/00	3,182.09	4.1	3,182.09	4.1
OCCUPANCY - CHARTER 99/00	3,650.00	4.7	3,650.00	4.7
REPAIRS/MAINT - CHARTER 99/00	172.39	0.2	172.39	0.2
UTILITIES - CHARTER 99/00	4,450.27	5.7	4,450.27	5.7
TRAINING/WORKSHOPS -TEA 2000	68.00	0.1	68.00	0.1
EQUIPMENT RENTAL -TEA 99/00	308.73	0.4	308.73	0.4
ADVERTISING-TEA CHARTER 99/00	198.25	0.3	198.25	0.3
TRAVEL - CHARTER 99/00	190.85	0.2	190.85	0.2
LIQUOR - TEA 2000	757.07	1.0	757.07	1.0
SUI TAXES - TEA 2000	82.39	0.1	82.39	0.1
MISC - TEA 2000	9.30	0.0	9.30	0.0
CONTRACT/SUB TEACHERS	1,113.21	1.4	1,113.21	1.4
EQUIPMENT MAINT. - TEA 99/00	60.19	0.1	60.19	0.1
HEALTH INS - TEA 2000	4,615.02	5.9	4,615.02	5.9
SUPPORT SVC - CHARTER 99/00	1,213.00	1.6	1,213.00	1.6
Total Program Expenses	\$71,623.68	92.3	\$71,623.68	92.3
Net Income (Loss)	\$6,014.32	7.7	\$6,014.32	7.7

**American Youthworks**  
**Income Statement**  
 (Current Period & Year To Date)  
 For the period of 11/1/99 through 11/30/99

APPLICATION

Fund: (02) Direct Services  
 Program: (222149) CHARTER YR 2000

	<u>Current Period</u>		<u>Year to Date</u>	
<b><u>Revenues</u></b>				
CHARTER 99/00	\$94,832.00	100.0	\$172,470.00	100.0
Net Revenues	\$94,832.00	100.0	\$172,470.00	100.0
 <b><u>Program Expenses</u></b>				
WAGES - TEA 2000	\$51,691.13	54.5	\$103,524.01	60.0
SECURITY - CHARTER 99/00	0.00	0.0	42.50	0.0
POSTAGE - CHARTER 99/00	326.26	0.3	340.26	0.2
PHONE - CHARTER 99/00	6,104.44	6.4	5,767.98	3.3
SUPPLIES - CHARTER 99/00	1,760.01	1.9	4,942.10	2.9
OCCUPANCY - CHARTER 99/00	1,586.67	1.7	5,236.67	3.0
REPAIRS/MAINT - CHARTER 99/00	3,760.74	4.0	3,933.13	2.3
UTILITIES - CHARTER 99/00	871.54	0.9	5,321.81	3.1
TRAINING/WORKSHOPS - TEA 2000	564.00	0.6	632.00	0.4
EQUIPMENT RENTAL - TEA 99/00	1,140.77	1.2	1,449.50	0.8
ADVERTISING-TEA CHARTER 99/00	0.00	0.0	198.25	0.1
TRAVEL - CHARTER 99/00	402.58	0.4	593.43	0.3
FRINGE BENEFITS	(15.00)	0.0	(15.00)	0.0
SUB TEACHERS	616.00	0.6	616.00	0.4
FICA - TEA 2000	789.62	0.8	1,546.69	0.9
SUI TAXES - TEA 2000	76.86	0.1	159.25	0.1
MISC - TEA 2000	19.39	0.0	28.69	0.0
CONTRACT/SUB TEACHERS	2,514.14	2.7	3,627.35	2.1
EQUIPMENT MAINT. - TEA 99/00	1,840.21	1.9	1,900.40	1.1
HEALTH INS - TEA 2000	3,556.78	3.8	8,171.80	4.7
SUPPORT SVC - CHARTER 99/00	0.00	0.0	1,213.00	0.7
Total Program Expenses	\$77,606.14	81.8	\$149,229.82	86.5
 <b>Net Income (Loss)</b>	 \$17,225.86	 18.2	 \$23,240.18	 13.5

**American Youthworks**  
**Income Statement**  
 (Current Period & Year To Date)  
 For the period of 12/1/99 through 12/31/99

**APPLICATION**

Fund: (02) Direct Services  
 Program: (222149) CHARTER YR 2000

	<u>Current Period</u>		<u>Year to Date</u>	
<b><u>Revenues</u></b>				
CHARTER 99/00	\$73,859.03	100.0	\$246,329.03	100.0
Net Revenues	\$73,859.03	100.0	\$246,329.03	100.0
 <b><u>Program Expenses</u></b>				
WAGES - TEA 2000	\$57,782.91	78.2	\$161,306.92	65.5
SECURITY - CHARTER 99/00	959.79	1.3	1,002.29	0.4
JANITORIAL SERVICES	1,194.75	1.6	1,194.75	0.5
POSTAGE - CHARTER 99/00	0.00	0.0	340.26	0.1
PHONE - CHARTER 99/00	679.91	0.9	6,447.89	2.6
SUPPLIES - CHARTER 99/00	792.22	1.1	5,734.32	2.3
OCCUPANCY - CHARTER 99/00	2,487.72	3.4	7,724.39	3.1
REPAIRS/MAINT - CHARTER 99/00	0.00	0.0	3,933.13	1.6
UTILITIES - CHARTER 99/00	211.42	0.3	5,533.23	2.2
TRAINING/WORKSHOPS -TEA 2000	30.00	0.0	662.00	0.3
EQUIPMENT RENTAL -TEA 99/00	774.24	1.0	2,223.74	0.9
VERTISING-TEA CHARTER 99/00	682.71	0.9	880.96	0.4
TRAVEL - CHARTER 99/00	264.26	0.4	857.69	0.3
GEN. LIABILITY INS & AUTO	2,853.29	3.9	2,853.29	1.2
FRINGE BENEFITS	15.00	0.0	0.00	0.0
SUB TEACHERS	0.00	0.0	616.00	0.3
FICA - TEA 2000	874.43	1.2	2,421.12	1.0
SUI TAXES - TEA 2000	60.35	0.1	219.60	0.1
MISC - TEA 2000	0.00	0.0	28.69	0.0
CONTRACT/SUB TEACHERS	2,169.52	2.9	5,796.87	2.4
EQUIPMENT MAINT. - TEA 99/00	220.70	0.3	2,121.10	0.9
HEALTH INS - TEA 2000	(713.59)	(1.0)	7,458.21	3.0
SUPPORT SVC - CHARTER 99/00	0.00	0.0	1,213.00	0.5
Total Program Expenses	\$71,339.63	96.6	\$220,569.45	89.5
 <b>Net Income (Loss)</b>	 \$2,519.40	 3.4	 \$25,759.58	 10.5

**American Youthworks**  
 Income Statement  
 (Current Period & Year To Date)  
 For the period of 1/1/00 through 1/31/00

APPLICATION

Fund: (02) Direct Services  
 Program: (222149) CHARTER YR 2000

	<u>Current Period</u>		<u>Year to Date</u>	
<b>Revenues</b>				
CHARTER 99/00	\$58,925.00	100.0	\$305,254.03	100.0
Net Revenues	\$58,925.00	100.0	\$305,254.03	100.0
 <b>Program Expenses</b>				
MEMBERSHIP DUES	\$25.00	0.0	\$25.00	0.0
WAGES - TEA 2000	63,605.38	107.9	224,912.30	73.7
SECURITY - CHARTER 99/00	250.70	0.4	1,252.99	0.4
JANITORIAL SERVICES	907.99	1.5	2,102.74	0.7
POSTAGE - CHARTER 99/00	509.16	0.9	849.42	0.3
PHONE - CHARTER 99/00	5,598.26	9.5	12,046.15	3.9
SUPPLIES - CHARTER 99/00	5,246.18	8.9	10,980.50	3.6
OCCUPANCY - CHARTER 99/00	3,766.67	6.4	11,491.06	3.8
REPAIRS/MAINT - CHARTER 99/00	1,122.28	1.9	5,055.41	1.7
UTILITIES - CHARTER 99/00	601.24	1.0	6,134.47	2.0
TRAINING/WORKSHOPS -TEA 2000	100.00	0.2	762.00	0.2
EQUIPMENT RENTAL -TEA 99/00	5,205.76	8.8	7,429.50	2.4
ADVERTISING-TEA CHARTER 99/00	878.89	1.5	1,759.85	0.6
TRAVEL - CHARTER 99/00	148.65	0.3	1,006.34	0.3
GEN. LIABILITY INS & AUTO	0.00	0.0	2,853.29	0.9
FRINGE BENEFITS	60.00	0.1	60.00	0.0
SUB TEACHERS	0.00	0.0	616.00	0.2
FICA - TEA 2000	875.39	1.5	3,296.51	1.1
WORKERS COMP INS	322.14	0.5	322.14	0.1
SUI TAXES - TEA 2000	712.17	1.2	931.77	0.3
MISC - TEA 2000	218.95	0.4	247.64	0.1
CONTRACT/SUB TEACHERS	5,408.94	9.2	11,205.81	3.7
EQUIPMENT MAINT. - TEA 99/00	1,302.82	2.2	3,423.92	1.1
HEALTH INS - TEA 2000	9,197.77	15.6	16,655.98	5.5
SUPPORT SVC - CHARTER 99/00	338.00	0.6	1,551.00	0.5
Total Program Expenses	\$106,402.34	180.6	\$326,971.79	107.1
 <b>Net Income (Loss)</b>	 (\$47,477.34)	 (80.6)	 (\$21,717.76)	 (7.1)

**American Youthworks**  
**Income Statement**  
(Current Period & Year To Date)  
For the period of 2/1/00 through 2/29/00

APPLICATION

Fund: (02) Direct Services  
Program: (222149) CHARTER YR 2000

	<u>Current Period</u>		<u>Year to Date</u>	
<b><u>Revenues</u></b>				
CHARTER 99/00	(\$4,458.03)	100.0	\$300,796.00	100.0
Net Revenues	(\$4,458.03)	100.0	\$300,796.00	100.0
<b><u>Program Expenses</u></b>				
MEMBERSHIP DUES	\$919.00	(20.6)	\$944.00	0.3
WAGES - TEA 2000	45,877.29	029.1)	270,789.59	90.0
SECURITY - CHARTER 99/00	162.51	(3.6)	1,415.50	0.5
JANITORIAL SERVICES	483.00	(10.8)	2,585.74	0.9
POSTAGE - CHARTER 99/00	(66.00)	1.5	783.42	0.3
PHONE - CHARTER 99/00	12.95	(0.3)	12,059.10	4.0
SUPPLIES - CHARTER 99/00	3,459.75	(77.6)	14,440.25	4.8
OCCUPANCY - CHARTER 99/00	3,766.67	(84.5)	15,257.73	5.1
REPAIRS/MAINT - CHARTER 99/00	26.89	(0.6)	5,082.30	1.7
UTILITIES - CHARTER 99/00	9,359.12	209.9)	15,493.59	5.2
TRAINING/WORKSHOPS -TEA 2000	0.00	0.0	762.00	0.3
EQUIPMENT RENTAL -TEA 99/00	742.55	(16.7)	8,172.05	2.7
ADVERTISING-TEA CHARTER 99/00	441.99	(9.9)	2,201.84	0.7
TRAVEL - CHARTER 99/00	65.07	(1.5)	1,071.41	0.4
GEN. LIABILITY INS & AUTO	0.00	0.0	2,853.29	0.9
FRINGE BENEFITS	30.00	(0.7)	90.00	0.0
SUB TEACHERS	614.50	(13.8)	1,230.50	0.4
FICA - TEA 2000	723.99	(16.2)	4,020.50	1.3
WORKERS COMP INS	0.00	0.0	322.14	0.1
SUI TAXES - TEA 2000	487.85	(10.9)	1,419.62	0.5
MISC - TEA 2000	(10.58)	0.2	237.06	0.1
CONTRACT/SUB TEACHERS	2,526.10	(56.7)	13,731.91	4.6
EQUIPMENT MAINT. - TEA 99/00	1,344.97	(30.2)	4,768.89	1.6
HEALTH INS - TEA 2000	3,757.23	(84.3)	20,413.21	6.8
SUPPORT SVC - CHARTER 99/00	0.00	0.0	1,551.00	0.5
Total Program Expenses	\$74,724.85	676.2)	\$401,696.64	133.5
Net Income (Loss)	(\$79,182.88)	776.2	(\$100,900.64)	(33.5)

**American Youthworks**

Income Statement

(Current Period & Year To Date)

For the period of 3/1/00 through 3/31/00

APPLICATION

Fund: (02) Direct Services

Program: (222149) CHARTER YR 2000

	<u>Current Period</u>		<u>Year to Date</u>	
<b>Revenues</b>				
CHARTER 99/00	\$120,464.00	100.0	\$421,260.00	100.0
Net Revenues	<u>\$120,464.00</u>	<u>100.0</u>	<u>\$421,260.00</u>	<u>100.0</u>
<b>Program Expenses</b>				
MEMBERSHIP DUES	\$100.00	0.1	\$1,044.00	0.2
WAGES - TEA 2000	44,854.21	37.2	315,643.80	74.9
SECURITY - CHARTER 99/00	74.28	0.1	1,489.78	0.4
JANITORIAL SERVICES	539.00	0.4	3,124.74	0.7
POSTAGE - CHARTER 99/00	575.83	0.5	1,359.25	0.3
PHONE - CHARTER 99/00	4,234.36	3.5	16,293.46	3.9
SUPPLIES - CHARTER 99/00	2,272.42	1.9	16,712.67	4.0
OCCUPANCY - CHARTER 99/00	3,766.67	3.1	19,024.40	4.5
REPAIRS/MAINT - CHARTER 99/00	0.00	0.0	5,082.30	1.2
UTILITIES - CHARTER 99/00	2,064.94	1.7	17,558.53	4.2
TRAINING/WORKSHOPS -TEA 2000	0.00	0.0	762.00	0.2
EQUIPMENT RENTAL -TEA 99/00	3,737.12	3.1	11,909.17	2.8
ADVERTISING-TEA CHARTER 99/00	199.54	0.2	2,401.38	0.6
TRAVEL - CHARTER 99/00	89.01	0.1	1,160.42	0.3
GEN. LIABILITY INS & AUTO	0.00	0.0	2,853.29	0.7
FRINGE BENEFITS	0.00	0.0	90.00	0.0
SUB TEACHERS	845.95	0.7	2,076.45	0.5
FICA - TEA 2000	753.23	0.6	4,773.73	1.1
WORKERS COMP INS	1,018.92	0.8	1,341.06	0.3
SUI TAXES - TEA 2000	670.93	0.6	2,090.55	0.5
MISC - TEA 2000	0.00	0.0	237.06	0.1
CONTRACT/SUB TEACHERS	3,423.75	2.8	17,155.66	4.1
EQUIPMENT MAINT. - TEA 99/00	2,708.71	2.2	7,477.60	1.8
HEALTH INS - TEA 2000	5,102.68	4.2	25,515.89	6.1
SUPPORT SVC - CHARTER 99/00	472.00	0.4	2,023.00	0.5
Total Program Expenses	<u>\$77,503.55</u>	<u>64.3</u>	<u>\$479,200.19</u>	<u>113.8</u>
Net Income (Loss)	<u>\$42,960.45</u>	<u>35.7</u>	<u>(\$57,940.19)</u>	<u>(13.8)</u>

**American Youthworks**

Income Statement

(Current Period & Year To Date)

For the period of 4/1/00 through 4/30/00

APPLICATION

Fund: (02) Direct Services

Program: (222149) CHARTER YR 2000

	<u>Current Period</u>		<u>Year to Date</u>	
<b><u>Revenues</u></b>				
CHARTER 99/00	\$107,568.36	100.0	\$528,828.36	100.0
Net Revenues	<u>\$107,568.36</u>	<u>100.0</u>	<u>\$528,828.36</u>	<u>100.0</u>
<b><u>Program Expenses</u></b>				
MEMBERSHIP DUES	\$0.00	0.0	\$1,044.00	0.2
WAGES - TEA 2000	25,325.92	23.5	340,969.72	64.5
STUDENT STIPENDS	507.43	0.5	507.43	0.1
SECURITY - CHARTER 99/00	3,171.35	2.9	4,661.13	0.9
JANITORIAL SERVICES	624.55	0.6	3,749.29	0.7
POSTAGE - CHARTER 99/00	0.00	0.0	1,359.25	0.3
PHONE - CHARTER 99/00	(200.00)	(0.2)	16,093.46	3.0
SUPPLIES - CHARTER 99/00	152.41	0.1	16,865.08	3.2
OCCUPANCY - CHARTER 99/00	3,566.67	3.3	22,591.07	4.3
REPAIRS/MAINT - CHARTER 99/00	211.24	0.2	5,293.54	1.0
UTILITIES - CHARTER 99/00	3,992.59	3.7	21,551.12	4.1
TRAINING/WORKSHOPS -TEA 2000	285.65	0.3	1,047.65	0.2
EQUIPMENT RENTAL -TEA 99/00	971.76	0.9	12,880.93	2.4
ADVERTISING-TEA CHARTER 99/00	0.00	0.0	2,401.38	0.5
TRAVEL - CHARTER 99/00	(304.70)	(0.3)	855.72	0.2
GEN. LIABILITY INS & AUTO	0.00	0.0	2,853.29	0.5
FRINGE BENEFITS	0.00	0.0	90.00	0.0
SUB TEACHERS	60.00	0.1	2,136.45	0.4
FICA - TEA 2000	440.05	0.4	5,213.78	1.0
WORKERS COMP INS	(252.67)	(0.2)	1,088.39	0.2
SUI TAXES - TEA 2000	158.17	0.1	2,248.72	0.4
MISC - TEA 2000	0.00	0.0	237.06	0.0
CONTRACT/SUB TEACHERS	4,133.40	3.8	21,289.06	4.0
EQUIPMENT MAINT. - TEA 99/00	481.65	0.4	7,959.25	1.5
HEALTH INS - TEA 2000	(3,453.25)	(3.2)	22,062.64	4.2
SUPPORT SVC - CHARTER 99/00	0.00	0.0	2,023.00	0.4
Total Program Expenses	<u>\$39,872.22</u>	<u>37.1</u>	<u>\$519,072.41</u>	<u>98.2</u>
Net Income (Loss)	<u>\$67,696.14</u>	<u>62.9</u>	<u>\$9,755.95</u>	<u>1.8</u>

**American Youthworks**  
**Income Statement**  
(Current Period & Year To Date)  
For the period of 5/1/00 through 5/31/00

**APPLICATION**

Fund: (02) Direct Services  
Program: (222149) CHARTER YR 2000

	<u>Current Period</u>		<u>Year to Date</u>	
<b><u>Revenues</u></b>				
CHARTER 99/00	\$107,844.00	99.1	\$636,672.36	99.8
TEA-MAC 5932	1,021.90	0.9	1,021.90	0.2
Net Revenues	\$108,865.90	100.0	\$637,694.26	100.0
<b><u>Program Expenses</u></b>				
MEMBERSHIP DUES	\$0.00	0.0	\$1,044.00	0.2
WAGES - TEA 2000	45,803.40	42.1	386,773.12	60.7
STUDENT STIPENDS	0.00	0.0	507.43	0.1
SECURITY - CHARTER 99/00	2,454.12	2.3	7,115.25	1.1
JANITORIAL SERVICES	100.00	0.1	3,849.29	0.6
POSTAGE - CHARTER 99/00	250.00	0.2	1,609.25	0.3
PHONE - CHARTER 99/00	2,360.21	2.2	18,453.67	2.9
SUPPLIES - CHARTER 99/00	3,537.54	3.2	20,402.62	3.2
OCCUPANCY - CHARTER 99/00	4,049.24	3.7	26,640.31	4.2
REPAIRS/MAINT - CHARTER 99/00	999.08	0.9	6,292.62	1.0
UTILITIES - CHARTER 99/00	2,000.00	1.8	23,551.12	3.7
TRAINING/WORKSHOPS - TEA 2000	520.00	0.5	1,567.65	0.2
EQUIPMENT RENTAL - TEA 99/00	113.07	0.1	12,994.00	2.0
ADVERTISING-TEA CHARTER 99/00	520.38	0.5	2,921.76	0.5
TRAVEL - CHARTER 99/00	245.10	0.2	1,100.82	0.2
GEN. LIABILITY INS & AUTO	2,267.59	2.1	5,120.88	0.8
FRINGE BENEFITS	5.00	0.0	95.00	0.0
SUB TEACHERS	0.00	0.0	2,136.45	0.3
FICA - TEA 2000	664.15	0.6	5,877.93	0.9
WORKERS COMP INS	383.76	0.4	1,472.15	0.2
SUI TAXES - TEA 2000	270.72	0.2	2,519.44	0.4
MISC - TEA 2000	0.00	0.0	237.06	0.0
CONTRACT/SUB TEACHERS	3,268.79	3.0	24,557.85	3.9
EQUIPMENT MAINT. - TEA 99/00	1,441.00	1.3	9,400.25	1.5
HEALTH INS - TEA 2000	9,306.51	8.5	31,369.15	4.9
SUPPORT SVC - CHARTER 99/00	330.00	0.3	2,353.00	0.4
Total Program Expenses	\$80,889.66	74.3	\$599,962.07	94.1
Net Income (Loss)	\$27,976.24	25.7	\$37,732.19	5.9



**American Youthworks**

Income Statement

(Current Period & Year To Date)

For the period of 6/1/00 through 6/30/00

APPLICATION

Fund: (02) Direct Services

Program: (222149) CHARTER YR 2000

	<u>Current Period</u>		<u>Year to Date</u>	
<b><u>Revenues</u></b>				
CHARTER 99/00	\$107,834.00	100.0	\$744,506.36	99.9
TEA-MAC 5932	0.00	0.0	1,021.90	0.1
Net Revenues	<u>\$107,834.00</u>	<u>100.0</u>	<u>\$745,528.26</u>	<u>100.0</u>
<b><u>Program Expenses</u></b>				
MEMBERSHIP DUES	\$0.00	0.0	\$1,044.00	0.1
WAGES - TEA 2000	42,826.02	39.7	429,599.14	57.6
STUDENT STIPENDS	0.00	0.0	507.43	0.1
SECURITY - CHARTER 99/00	1,334.01	1.2	8,449.26	1.1
JANITORIAL SERVICES	0.00	0.0	3,849.29	0.5
POSTAGE - CHARTER 99/00	408.76	0.4	2,018.01	0.3
PHONE - CHARTER 99/00	1,275.49	1.2	19,729.16	2.6
SUPPLIES - CHARTER 99/00	1,524.89	1.4	21,927.51	2.9
OCCUPANCY - CHARTER 99/00	4,958.34	4.6	31,598.65	4.2
REPAIRS/MAINT - CHARTER 99/00	798.88	0.7	7,091.50	1.0
UTILITIES - CHARTER 99/00	2,888.01	2.7	26,439.13	3.5
TRAINING/WORKSHOPS -TEA 2000	(70.00)	(0.1)	1,497.65	0.2
EQUIPMENT RENTAL -TEA 99/00	761.27	0.7	13,755.27	1.8
ADVERTISING-TEA CHARTER 99/00	110.29	0.1	3,032.05	0.4
TRAVEL - CHARTER 99/00	0.00	0.0	1,100.82	0.1
GEN. LIABILITY INS & AUTO	0.00	0.0	5,120.88	0.7
FRINGE BENEFITS	0.00	0.0	95.00	0.0
SUB TEACHERS	0.00	0.0	2,136.45	0.3
FICA - TEA 2000	620.98	0.6	6,498.91	0.9
WORKERS COMP INS	626.77	0.6	2,098.92	0.3
SUI TAXES - TEA 2000	152.46	0.1	2,671.90	0.4
MISC - TEA 2000	3.24	0.0	240.30	0.0
CONTRACT/SUB TEACHERS	3,115.88	2.9	27,673.73	3.7
EQUIPMENT MAINT. - TEA 99/00	13.90	0.0	9,414.15	1.3
HEALTH INS - TEA 2000	5,712.65	5.3	37,081.80	5.0
SUPPORT SVC - CHARTER 99/00	240.00	0.2	2,593.00	0.3
Total Program Expenses	<u>\$67,301.84</u>	<u>62.4</u>	<u>\$667,263.91</u>	<u>89.5</u>
Net Income (Loss)	<u>\$40,532.16</u>	<u>37.6</u>	<u>\$78,264.35</u>	<u>10.5</u>

**American Youthworks**  
**Income Statement**  
 (Current Period & Year To Date)  
 For the period of 7/1/00 through 7/31/00

**APPLICATION**

Fund: (02) Direct Services  
 Program: (222149) CHARTER YR 2000

	<u>Current Period</u>		<u>Year to Date</u>	
<b>Revenues</b>				
CHARTER 99/00	\$107,850.00	100.0	\$852,356.36	99.9
TEA-MAC 5932	0.00	0.0	1,021.90	0.1
Net Revenues	\$107,850.00	100.0	\$853,378.26	100.0
 <b>Program Expenses</b>				
MEMBERSHIP DUES	\$0.00	0.0	\$1,044.00	0.1
WAGES - TEA 2000	46,185.54	42.8	475,784.68	55.8
STUDENT STIPENDS	0.00	0.0	507.43	0.1
SECURITY - CHARTER 99/00	446.50	0.4	8,895.76	1.0
JANITORIAL SERVICES	0.00	0.0	3,849.29	0.5
POSTAGE - CHARTER 99/00	62.22	0.1	2,080.23	0.2
PHONE - CHARTER 99/00	1,837.07	1.7	21,566.23	2.5
SUPPLIES - CHARTER 99/00	4,138.99	3.8	26,066.50	3.1
OCCUPANCY - CHARTER 99/00	4,081.67	3.8	35,680.32	4.2
REPAIRS/MAINT - CHARTER 99/00	361.95	0.3	7,453.45	0.9
UTILITIES - CHARTER 99/00	4,469.54	4.1	30,908.67	3.6
TRAINING/WORKSHOPS -TEA 2000	0.00	0.0	1,497.65	0.2
EQUIPMENT RENTAL -TEA 99/00	535.25	0.5	14,290.52	1.7
ADVERTISING-TEA CHARTER 99/00	0.00	0.0	3,032.05	0.4
TRAVEL - CHARTER 99/00	146.37	0.1	1,247.19	0.1
GEN. LIABILITY INS & AUTO	2,255.50	2.1	7,376.38	0.9
FRINGE BENEFITS	30.00	0.0	125.00	0.0
SUB TEACHERS	0.00	0.0	2,136.45	0.3
FICA - TEA 2000	669.69	0.6	7,168.60	0.8
WORKERS COMP INS	0.00	0.0	2,098.92	0.2
SUI TAXES - TEA 2000	136.98	0.1	2,808.88	0.3
MISC - TEA 2000	150.00	0.1	390.30	0.0
CONTRACT/SUB TEACHERS	4,227.92	3.9	31,901.65	3.7
EQUIPMENT MAINT. - TEA 99/00	245.90	0.2	9,660.05	1.1
HEALTH INS - TEA 2000	0.00	0.0	37,081.80	4.3
SUPPORT SVC - CHARTER 99/00	844.00	0.8	3,437.00	0.4
Total Program Expenses	\$70,825.09	65.7	\$738,089.00	86.5
 <b>Net Income (Loss)</b>	 \$37,024.91	 34.3	 \$115,289.26	 13.5

**American Youthworks**

Income Statement

APPLICATION

(Current Period & Year To Date)

For the period of 8/1/00 through 8/31/00

Fund: (02) Direct Services

Program: (222149) CHARTER YR 2000

	<u>Current Period</u>		<u>Year to Date</u>	
<b><u>Revenues</u></b>				
CHARTER 99/00	\$145,929.00	100.0	\$998,285.36	99.9
TEA-MAC 5932	0.00	0.0	1,021.90	0.1
Net Revenues	<u>\$145,929.00</u>	<u>100.0</u>	<u>\$999,307.26</u>	<u>100.0</u>
<b><u>Program Expenses</u></b>				
MEMBERSHIP DUES	\$0.00	0.0	\$1,044.00	0.1
WAGES - TEA 2000	56,976.92	39.0	532,761.60	53.3
STUDENT STIPENDS	116.00	0.1	623.43	0.1
SECURITY - CHARTER 99/00	1,115.34	0.8	10,011.10	1.0
JANITORIAL SERVICES	0.00	0.0	3,849.29	0.4
POSTAGE - CHARTER 99/00	275.00	0.2	2,355.23	0.2
PHONE - CHARTER 99/00	3,400.53	2.3	24,966.76	2.5
SUPPLIES - CHARTER 99/00	(1,722.89)	(1.2)	24,343.61	2.4
OCCUPANCY - CHARTER 99/00	4,430.84	3.0	40,111.16	4.0
REPAIRS/MAINT - CHARTER 99/00	3,972.27	2.7	11,425.72	1.1
UTILITIES - CHARTER 99/00	4,169.49	2.9	35,078.16	3.5
TRAINING/WORKSHOPS -TEA 2000	0.00	0.0	1,497.65	0.1
EQUIPMENT RENTAL -TEA 99/00	(160.67)	(0.1)	14,129.85	1.4
ADVERTISING-TEA CHARTER 99/00	1,564.14	1.1	4,596.19	0.5
TRAVEL - CHARTER 99/00	649.17	0.4	1,896.36	0.2
GEN. LIABILITY INS & AUTO	0.00	0.0	7,376.38	0.7
FRINGE BENEFITS	350.00	0.2	475.00	0.0
SUB TEACHERS	0.00	0.0	2,136.45	0.2
FICA - TEA 2000	826.16	0.6	7,994.76	0.8
WORKERS COMP INS	159.55	0.1	2,258.47	0.2
SUI TAXES - TEA 2000	174.32	0.1	2,983.20	0.3
MISC - TEA 2000	0.00	0.0	390.30	0.0
CONTRACT/SUB TEACHERS	79.41	0.1	31,981.06	3.2
EQUIPMENT MAINT. - TEA 99/00	2,473.29	1.7	12,133.34	1.2
HEALTH INS - TEA 2000	6,381.21	4.4	43,463.01	4.3
SUPPORT SVC - CHARTER 99/00	1,026.66	0.7	4,463.66	0.4
Total Program Expenses	<u>\$86,256.74</u>	<u>59.1</u>	<u>\$824,345.74</u>	<u>82.5</u>
Net Income (Loss)	<u>\$59,672.26</u>	<u>40.9</u>	<u>\$174,961.52</u>	<u>17.5</u>

**American Youthworks**

Income Statement

(Current Period & Year To Date)

For the period of 9/1/00 through 9/30/00

APPLICATION

Fund: (02) Direct Services

Program: (222149) CHARTER YR 2000

	<u>Current Period</u>	<u>Year to Date</u>	<u>Annual Budget</u>	
<b>Revenues</b>				
			70,000	
CHARTER 99/00	\$0.00	0.0	\$25,000	\$998,285.36 99.1
TEA-MAC 5932	0.00	0.0		1,021.90 0.1
TEA IDEA B CAP BLDG & IMP	202.00	2.5		202.00 0.0
TEA IDEA B FORMULA	7,950.00	97.5		7,950.00 0.8
<b>Net Revenues</b>	<u>\$8,152.00</u>	<u>100.0</u>		<u>\$1,007,459.26</u> 100.0

*Other Resources*

*Annual Budget*

*70,000*  
*\$25,000*  
*\$35,000*

**Program Expenses**

MEMBERSHIP DUES - 12-6400	\$0.00	0.0	500	\$1,044.00 0.1
WAGES - TEA 2000 - 11-6100 / 41-6100	0.00	0.0	45,000	\$32,761.60 52.9
STUDENT STIPENDS - 41-6400	0.00	0.0		623.43 0.1
SECURITY - CHARTER 99/00 - 52-6200	811.32	10.0	1,000	10,822.42 1.1
JANITORIAL SERVICES - 51-6200	0.00	0.0	3,000	3,849.29 0.4
POSTAGE - CHARTER 99/00 - 41-6300	657.82	8.1	5,000	3,013.05 0.3
PHONE - CHARTER 99/00 - 41-6400	124.26	1.5	20,000	25,091.02 2.5
SUPPLIES - CHARTER 99/00 - 41-6300 / 11-6300	232.82	2.9	15,000	24,576.43 2.4
CUPANCY - CHARTER 99/00 - 51-6400	0.00	0.0	5,000	40,111.16 4.0
REPAIRS/MAINT - CHARTER 99/00 - 51-6300	114.51	1.4	10,000	11,540.23 1.1
UTILITIES - CHARTER 99/00 - 41-6400	245.00	3.0	37,000	35,323.16 3.5
TRAINING/WORKSHOPS - TEA 2000 - 12-6200 / 13-6200	0.00	0.0	3500	1,497.65 0.1
EQUIPMENT RENTAL - TEA 99/00 - 52-6200 / 41-6400	3,160.50	38.8	5,000	17,290.35 1.7
ADVERTISING - TEA CHARTER 99/00 - 41-6400	223.02	2.7	1,000	4,819.21 0.5
TRAVEL - CHARTER 99/00 - 34-6400	55.88	0.7		1,952.24 0.2
GEN. LIABILITY INS & AUTO - 34-6400	0.00	0.0	10,000	7,376.38 0.7
FRINGE BENEFITS - 11-6100	25.00	0.3		500.00 0.0
SUB TEACHERS - 11-6200	0.00	0.0	1,000	2,136.45 0.2
FICA - TEA 2000 - 11-6100	0.00	0.0		7,994.76 0.8
WORKERS COMP INS - 11-6100	0.00	0.0		2,258.47 0.2
SUI TAXES - TEA 2000 - 11-6100	0.00	0.0		2,983.20 0.3
MISC - TEA 2000 - 11-6100	0.00	0.0		390.30 0.0
CONTRACT/SUB TEACHERS - 11-6200	578.35	7.1	34,000	32,559.41 3.2
EQUIPMENT MAINT. - TEA 99/00 - 51-6200	0.35	0.0	20,000	12,133.69 1.2
HEALTH INS - TEA 2000 - 11-6100	(141.02)	(1.7)		43,321.99 4.3
SUPPORT SVC - CHARTER 99/00 - 32-6400	(377.68)	(4.6)	4,000	4,085.98 0.4
<b>Total Program Expenses</b>	<u>\$5,710.13</u>	<u>70.0</u>		<u>\$830,055.87</u> 82.4

*wages - TEA*  
*wages - TEA*  
*wages - TEA*  
*wages - TEA*

*\$877,500*

**Net Income (Loss)**

\$2,441.87

30.0

\$177,403.39

17.6

*Budgeted NET Assets*

17,500

**252**

# ATTACHMENT # 19

10 A.2. Business Plan

One Year Projected Budget

Charter School American YouthWorks Charter School  
 For the Fiscal Year Ended September 30, \_2001\_

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Charter School Budget Categories

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	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Net Assets at Beginning of Year				184,544
<b>Estimated Revenues:</b>				
Local Sources		15,000		15,000
State Sources		900,000		900,000
Federal Sources		75,000		75,000
Other Sources		15,000		15,000
<b>Total Estimated Revenues</b>		<b>1,005,000</b>	<b>0</b>	<b>1,189,544</b>
<b>Estimated Expenses:</b>				
Payroll Costs	6100	717,000	0	717,000
Professional and Contracted Service	6200	73,500	0	73,500
Supplies and Materials	6300	52,000	0	52,000
Other Operating Costs	6400	143,500	0	143,500
Debt Expense	6500	0	0	0
<b>Total Estimated Expenses</b>		<b>986,000</b>	<b>0</b>	<b>986,000</b>
<b>Gains</b>	7950			0
<b>Losses</b>	8950			0
<b>Change in Net Assets</b>		<b>0</b>	<b>0</b>	<b>0</b>
<b>Net Assets at End of Year</b>		<b>19,000</b>	<b>0</b>	<b>203,544</b>

Charter School American YouthWorks Charter School  
 For the Fiscal Year Ended September 30, 2001

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 Charter School Budget Categories (Continued)
 

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	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Instruction</b>	11				
Payroll Costs		6100	525,000		525,000
Professional and Contracted Service		6200	35,000		35,000
Supplies and Materials		6300	15,000		15,000
Other Operating Costs		6400			0
Debt Expense		6500			0
<b>Total Instruction</b>			575,000	0	575,000
<b>Instructional Resources and Media Services</b>	12				
Payroll Costs		6100			0
Professional and Contracted Service		6200	2,500		2,500
Supplies and Materials		6300	5,000		5,000
Other Operating Costs		6400	500		500
Debt Expense		6500			0
<b>Total Instructional Resources and Media Services</b>			8,000	0	8,000
<b>Curriculum Development and Instructional Staff Development</b>	13				
Payroll Costs		6100	5,000		5,000
Professional and Contracted Service		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400			0
Debt Expense		6500			0
<b>Total Curriculum and Instructional Staff Development</b>			5,000	0	5,000

Charter School American YouthWorks Charter School  
 For the Fiscal Year Ended September 30, \_2001\_

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Charter School Budget Categories (Continued)

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	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Instructional Leadership:</b>	21				
Payroll Costs		6100			0
Professional and Contracted Service		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400			0
Debt Interest		6500			0
<b>Total Instructional Leadership</b>			0	0	0
<b>School Leadership:</b>	23				
Payroll Costs		6100	25,000		25,000
Professional and Contracted Service		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400			0
Debt Interest		6500			0
<b>Total School Leadership</b>			25,000	0	25,000
<b>Guidance, Counseling and Evaluation Services</b>	31				
Payroll Costs		6100	90,000		90,000
Professional and Contracted Service		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400			0
Debt Interest		6500			0
<b>Total Guidance, Counseling and Evaluation Services</b>			90,000	0	90,000



**Charter School American YouthWorks Charter School**  
**For the Fiscal Year Ended September 30, \_2001\_**

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**Charter School Budget Categories (Continued)**

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	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Social Work Services:</b>	32				
Payroll Costs		6100			0
Professional and Contracted Service		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400	5,000		5,000
Debt Expense		6500			0
<b>Total Social Work Services</b>			5,000	0	5,000
<b>Health Services:</b>	33				
Payroll Costs		6100	28,000		28,000
Professional and Contracted Service		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400			0
Debt Expense		6500			0
<b>Total Health Services</b>			28,000	0	28,000
<b>Student Transportation</b>	34				
Payroll Costs		6100			0
Professional and Contracted Service		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400	10,000		10,000
Debt Expense		6500			0
<b>Total Student Transportation</b>			10,000	0	10,000

Charter School American YouthWorks Charter School  
 For the Fiscal Year Ended September 30, \_2001\_

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Food Services:</b>	35				
Payroll Costs		6100			0
Professional and Contracted Service		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400			0
Debt Expense		6500			0
<b>Total Food Services</b>			0	0	0
<b>Cocurricular/Extracurricular Activities:</b>	36				
Payroll Costs		6100			0
Professional and Contracted Service		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400			0
Debt Expense		6500			0
<b>Total Cocurricular/Extracurricular Activities:</b>			0	0	0
<b>General Administration:</b>	41				
Payroll Costs		6100	27,000		27,000
Professional and Contracted Service		6200			0
Supplies and Materials		6300	22,000		22,000
Other Operating Costs		6400	83,000		83,000
Debt Expense		6500			0
<b>Total General Administration</b>			132,000	0	132,000

Charter School American YouthWorks Charter School  
 For the Fiscal Year Ended September 30, \_2001\_

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Charter School Budget Categories (Continued)

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	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Plant Maintenance and Operations:</b>	51				
Payroll Costs		6100	17,000		17,000
Professional and Contracted Service		6200	20,000		20,000
Supplies and Materials		6300	10,000		10,000
Other Operating Costs		6400	45,000		45,000
Debt Expense		6500			0
<b>Total Plant Maintenance and Operations</b>			92,000	0	92,000
<b>Security and Monitoring Services:</b>	52				
Payroll Costs		6100			0
Professional and Contracted Service		6200	16,000		16,000
Supplies and Materials		6300			0
Other Operating Costs		6400			0
Debt Expense		6500			0
<b>Total Security and Monitoring Services:</b>			16,000	0	16,000
<b>Data Processing Services:</b>	53				
Payroll Costs		6100			0
Professional and Contracted Service		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400			0
Debt Expense		6500			0
<b>Total Data Processing Services</b>			0	0	0

Charter School American YouthWorks Charter School  
 For the Fiscal Year Ended September 30, 2001

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Charter School Budget Categories (Continued)

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

# ATTACHMENT # 20

10 A.3. Business Plan

Business Procedures

## AMERICAN INSTITUTE FOR LEARNING BUDGET POLICIES & PROCEDURES

The Board of Directors must approve the fiscal year budget no later than its last meeting before the beginning of the fiscal year. The CEO is responsible to the Board for the budget.

The CFO is responsible for the preparation of the budget through:

- A. Assembly of the appropriate supporting documents including salary schedules, cost allocations, review of leases, notes and other payables, service contracts, capital expenditure projections, revenue projections, etc.
- B. Preparation of the first draft for review by senior management and the Board Finance Committee, chaired by the Treasurer.
- C. Incorporation of recommendations into a second draft for senior management and the Finance Committee.
- D. Preparation of further drafts and reviews as necessary until acceptable by the Finance Committee.

The Treasurer presents the budget to the Board for approval.

The budget is a projection tool and actual expenditures are not be allocated based on the budget.

Updates are reported at regular senior management meetings, monthly meetings with the Treasurer and at each monthly Board meeting. These reviews shall include a comparison between projected and actual expenditures. Program overseers are to be provided information on budgets, funding levels, and actual versus budget reports.

The budget is an accounting tool used for planning, controlling, and evaluating operations on an ongoing basis. The budget is an annual plan of financial operations. The budget recognizes anticipated revenues and earned program income. It also recognizes all executory contracts - those grants awarded, but not yet recognized as income, because the services have not yet been performed.

The budget also incorporated planned anticipated expenditures. Expenditures include both recurring expenditures, such as utilities, and one time expenditures, such as capital purchases. These expenditures are identified by both historical accounting information and also from interviewing senior program staff. Budget accounts shall be entered into the CYMA Accounting System.

During the year, reports comparing budget to actual expenditures will be generated monthly and provided to senior management for variance analysis. The reports are also reviewed for cost category compliance within grants.

Budgeted expenditures and actual expenditures are charged to the various programs according to the following cost allocation methodology:

**AMERICAN INSTITUTE FOR LEARNING**  
**COST ALLOCATION METHODOLOGY**

A. The great majority of expenditures are directly assignable to a specific program and are charged to the benefiting program. For example, all support service costs attributed to an individual are charged directly to the program in which the individual is participating. Directly charging expenditures to the benefiting program is the first criteria to allocation and posses the greatest hierarchy to the allocation plan.

Reference organization chart.

B. If expenditures benefit more than one program, they are allocated to the various benefiting program based on the following methodology. Allocation criteria is next based on the type of expenditures.

1. Salaries, fringe benefits, and other payroll related costs are directly charged to the benefiting grant. The documentation for the direct charging of salaries, fringe benefits, payroll taxes and other personnel costs is the time sheet. Time sheets are prepared by employees and signed by supervisors have direct knowledge of the employees' attendance and scope of job duties. Administrative time is charged to the benefiting grants based on actual time spent on the grants to the extent that administrative costs are allowable under the grant. Administrative time may be matrixed over an entire year.

2. Other operating expenditures such as equipment maintenance, telephone, insurance, supplies, and premises related expenditures are all allocated on the basis of direct salaries charged to grants. This method is described in OMB Circular A-122 "Cost Principles for Nonprofit Organizations". It is described under "D. Allocation of Indirect Cost and Determination of Indirect Cost Rates" under item 4, "The Direct Allocation Method." The basis for this methodology shall be directly charged salaries.

3. Travel is charged directly to the benefiting grant.

**INTERNAL CONTROL STRUCTURE ELEMENTS  
OF THE AMERICAN INSTITUTE FOR LEARNING**

A. Control Environment

1. Management Philosophy and Operating Style

Management is conservative about business risks. Risks are carefully considered and adequately monitored.

The Executive Responsibilities are promulgated and listed below:

Vision  
Service Organization  
High Tech  
Goodwill  
Residential Center  
Workforce Development  
Technical Assistance for Businesses  
Affordable Housing Development  
Enterprise Businesses  
Church Relations/Support  
Job Placement

Any other responsibilities as may be determined to be in the best interest of AIL participants.

2. Organizational Structure

Organization of the entity clearly defined in terms of lines of authority and responsibility. A copy of the current organizational chart is attached. The organization structure is appropriate for the size and complexity of the entity. Policies and procedures for authorization of transactions are clearly promulgated.



**AMERICAN INSTITUTE FOR LEARNING  
INTERNAL CONTROLS - PAGE 2**

3. Board of Directors

The Board of Directors is responsible for maintaining the fiscal and management integrity of the organization. The members are as follows:

JoAnne Midwikis, Chair  
Ruth-Ellen Gura, Vice Chair  
Hon. Elena Diaz, Secretary  
Mike McConnell, Treasurer  
Joe Jerkins, Chair Emeritus  
Richard H. Halpin, Founder/CEO

Laurence A. Becker, Ph.D  
Janet Blake  
Dana Chiodo  
Rudy Colmenero  
Susan P. Dawson  
Father Bill Elliott  
Bianca Figueroa  
Roni Gonzales  
Rev. Marvin Griffin  
Eugene Lowenthal  
Lavon Marshall  
Earl Maxwell  
Ed. B. Wallace, AIA  
Chip Wolfe  
John Zapp

The regular meeting of the board is scheduled for the last Tuesday of each month. Minutes of meetings are prepared on a timely basis by the Executive Assistant.

4. Methods of Assigning Authority and Responsibility

Policies regarding conflicts of interest, codes of conduct have been established and adequately communicated via the purchasing policy. (No related party transactions, etc.)

Clear assignment of responsibility and delegation of authority for organizational goals, functions, and regulatory requirements exist. Job responsibilities, reporting relationships, and constraints are clear. All job descriptions were recognized as up to date and the organizational chart reflects the current structure.

5. Management Control Methods

Business planning, budgeting, forecasting are accomplished through the budgeting process. Actual performance will be compared with planned objectives. This information is communicated to appropriate management. Variances are investigated.

**AMERICAN INSTITUTE FOR LEARNING  
INTERNAL CONTROLS - PAGE 3**

6. Personnel Policies and Practices

Staffing is stable and not subject to high turnover. Staffing is of course subject to availability of funding sources. AIL personnel have the background and experience for their job duties. AIL distributes its written personnel policies to all staff.

7. External Influences

The American Institute for Learning is subject to monitoring and compliance requirements imposed by various bodies depending on the grants awarded each fiscal year. Regulatory oversight of the operation of AIL include the Texas Workforce Commission, The City of Austin, TEA, Austin Travis County Private Industry Council, and the U. S Department of Housing and Urban Development.

The American Institute for Learning shall comply with the Single Audit Act. The American Institute for Learning shall competitively procure a public accounting firm that has proven experience in non-profit accounting to perform the Single Audit. The single audit shall be performed on a timely basis after the fiscal year end, in order to present the audit report at the January Board Meeting. No CPA firm shall perform the single audit for AIL for more than 5 consecutive years.

B. Accounting System

Processing Methods - EDP System

The accounting system used is called CYMA. It is a DOS based system deemed adequate for the fund accounting purposes required. It separates restricted versus unrestricted types of funding and also accounts for each grant separately. The Accounting staff records the journals and inputs data into the ledgers. The payroll function is contracted to an outside entity, currently ADP Employer Services. After AIL receives the payroll register from APD Employer Services, the Controller reviews it for errors. Outsourcing of this function adds an extra measure of internal control by avoiding possible collusion of AIL staff regarding payroll transactions.

C. Control Procedures

1. Proper Authorization

Two types of authorizations can generate a payment. Prenumbered purchase orders are used. In the case of a reimbursement, A Request for Payment Form is submitted with an invoice. These are signed by both the requesting employee and their supervisor.

Only authorized personnel are permitted to sign checks. The Founder/Chief Executive Officer and the Chief Operating Officer, the Board Treasurer, and the Chief Program Officer are the only people who have the authority to sign checks.

## AMERICAN INSTITUTE FOR LEARNING INTERNAL CONTROLS - PAGE 4

The source documentation required to generate payroll transactions is a timesheet. The timesheet is signed by the employee and their immediate supervisor, who has personal knowledge of the attendance and functions of the employee. Payroll changes are performed independently of the payroll transactions function. Changes in the payroll status are recommended by the supervisors with the approval signature of the Chief Operating Officer. Changes in the payroll status are recorded by the Assistant to the Chief Operating Officer. Payroll transactions are the function of the Accounting staff.

### 2. Segregation of Duties

Program supervisors or their designee approve payment of goods and services essential to the various programs. This function is clearly separated from signing checks.

The custody of assets is separated from maintaining the accounting record of assets. The Controller maintains the accounting record of assets. Custody of assets is maintained by the American Institute for Learning personnel requiring the assets to perform their duties.

Segregation of duties exists for processing cash disbursements transactions from reconciling the bank accounts.

Cash disbursements are conducted on a cost reimbursement basis. A few necessary exceptions, such as travel advances, are allowed to this guidance. A request for payment shall include the receipt, signature of employee and supervisory approval and amount. No blank checks shall be issued. Based on proper documentation, such as (1) employee request for payment (2) invoice from vendor accompanied by purchase order signed by employee (3) other source documentation necessitating payment, the Accounting department shall generate a cash disbursement in the CYMA accounting system. The benefitting grant shall be specifically identified and directly charged if applicable. Common costs benefitting more than one program shall be allocated based on established, consistent methodology. Cash disbursements are reviewed by the Chief Operating Officer or other Senior Management before signing the checks. Unusual or unclear documentation shall be investigated. To provide additional control over cash disbursements, the Chief Executive Officer shall review monthly the Cash Disbursements Journal for, correctness, validity, and appropriateness. The Controller then reviews cash disbursements when reconciling the bank accounts. The bank statements shall be reconciled within 30 days of receipt. Unreconciled differences should be investigated and resolved to ensure that funds are properly accounted for and accurately recorded in the financial records. The Chief Financial Officer shall review and sign the bank reconciliations.

### 3. Documents and Records

Prenumbered checks are used and accounted for. The supporting documentation is canceled after payments are made. Various methods of payment indication are used. Either the check stub is stapled to the supporting documentation, or the supporting documentation is canceled by indicating the check number and the date paid.

**AMERICAN INSTITUTE FOR LEARNING  
INTERNAL CONTROLS - PAGE 5**

4. Access Controls

The following are stored in a secure area: unused checks and the check register are locked away. Access to the general ledger is restricted electronically to authorized personnel via the use of passwords.

Accounts receivable are extremely secure because not federal grant cash draws are transacted via direct deposit to AIL's operating bank account. Cash is received by the Accounting Department and receipts are issued for all incoming cash including the collection of rents. Checks are immediately destructively endorsed. Deposits of cash and checks are made on a timely basis by the accounting department and verified in the bank reconciliation process by the Controller.

**Travel Policy:**

Authorization

The Chief Executive Officer or a Senior Manager may authorize specific employees, consultants, and participants to travel for the organization. Supervisory approval is also recommended, but only Senior Management approval is required.

Travel Arrangements

Travel arrangements are made by a designated travel agency through the office of the Chief Executive Officer or their designee. Travel requests should be in writing and approved by the immediate supervisor.

Hotel selection should be based on the criteria of economy and convenience. AIL strongly recommends the state limit of up to \$55 a night for hotel expense for in-state travel. Greater expense should be justified. Out of state travel costs are determined by location and state travel guidelines.

Meals

Meal expenses incurred during work-related meetings or functions that are specifically designated as such by the Chief Operating Officer are reimbursed. Meal expenses incurred during out-of-town travel are reimbursed as follows:

Breakfast:	\$7
Lunch	\$8
Supper	\$10

The maximum allowable per diem for a 24 hour period is \$25. Purchase of alcoholic beverages are unallowable. Advances are allowable if duly authorized, but actual receipts must be submitted to the Accounting Department. If no receipts are turned in, the advance per diem is considered an employee advance. If receipts total less than the advance, the difference is considered an advance of employee wages.

**AMERICAN INSTITUTE FOR LEARNING  
INTERNAL CONTROLS - PAGE 6**

**Mileage**

**Employee Owned Vehicles**

Employees are reimbursed for use of their own vehicles in conducting AIL business. Individual travel logs with odometer readings must be kept in order to receive reimbursement. Travel logs must be submitted within 30 days of expenditures to receive reimbursement. Reimbursement of mileage is at the rate of \$0.27 per mile. No reimbursement is made for parking tickets or repairs to any employee's vehicle used for work related business. Legitimate parking fees incurred while on AIL business are reimbursable with receipt. Traffic tickets and towing charges are not reimbursable.

**Purchasing Policy Specific to Credit Cards:**

## 1. What can be purchased with the card?

The use of the AIL credit card is intended to reduce paperwork and increase efficiency for certain routine transactions. The credit card's intended use is for routine small purchases.

- Routine Maintenance
- Repairs
- Normal operating items not kept in stock

For purchases under \$500.00, no purchase order is required. A "Request for Payment" form is recommended for small purchases. The credit card may also be used for extraordinary, unusual, or capital purchases. However, a purchase order and supervisory approval is required for such purchases.

## 2. Which suppliers can be used?

The credit card is to be used for vendors in the case where AIL has no prior credit arrangements. If AIL has an account with the vendor, then that is the preferred method of payment rather than using the credit card. For example, AIL has an account with Home Depot. Employees should charge allowable costs to that account rather than using the credit card.

## 3. How many times can the credit card be used in a month?

There is no limit on the number of transactions a designated purchaser may conduct in a month.

## 4. What is the maximum amount of spending allowed per month?

Total charges allowed shall never exceed the allowable budgeted amount by type of expense, by department, and by grant. The Bank One VISA maintains a dollar limit for each designated purchaser based on the business needs of that purchaser. The minimum amount to be charged per transaction is \$10.00.

Credit card usage is merely a method of payment. Use of the credit card means an employee agrees to abide by all purchasing policy promulgated by the American Institute for Learning.

**Employee Fiduciary Agreement:**

The credit card issued to an employee of the American Institute for Learning is the property of AIL. Receipt and use of the company credit card binds the employee to the following terms:

The employee agrees that the card is not to be used for personal business. Only appropriate, allowable AIL business purchases are allowed.

The employee agrees that the card is not to be used to obtain cash advances.

The employee agrees not to loan the card to another individual without written designation and the employee will be responsible for the actions of the designee.

The employee agrees to report lost or stolen cards to the Accounting Department within 24 hours.

The employee agrees to use the credit card only for appropriate AIL business. The employee further agrees to abide by all procurement and travel policies when using the card for a transaction.

The employee agrees to submit receipts immediately to the Accounting Department. Failure to submit receipts in a timely manner will result in disallowed costs which must be repaid by the employee. Such repayment may be withheld from the employee's paycheck.

Signed: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

American Institute for Learning  
Vehicle Policy  
Effective March 1, 1998

Employees who have custody of AIL vehicles agree to fulfill the following responsibilities and obligations:

INTENDED USE

Vehicles owned by the American Institute for Learning are intended to be used for the benefit of our participants and to conduct AIL business. Transportation from home to headquarters and return home or to AIL business locations is allowable, but purely personal and recreational use is not allowable.

EMPLOYEE FIDUCIARY VEHICLE AGREEMENT:

The driver agrees that the vehicle is not to be used for personal business trips, but only for appropriate AIL business.

The driver agrees not to loan the vehicle to another individual. Possession of an AIL vehicle by another AIL employee requires a signed vehicle agreement, supervisory approval, and notification to the Chief Operating Officer or his designee for insurance purposes.

The driver agrees to immediately report loss, damage or theft of AIL vehicles to their supervisor and to the Chief Operating Officer or his designee

In the event of an accident, the driver agrees to immediately notify the police and to immediately inform the Chief Operating Officer or his designee for insurance purposes. In the case of accidents caused by driver impairment or driver negligence, AIL reserves the right to seek damages from the driver.

The driver agrees to ensure adequate vehicle maintenance, including checking and maintaining the water, oil, and all fluid levels every week.

The driver is responsible to keep vehicle inspection and registration current.

No extra keys shall be made without the prior written approval of the employee's supervisor and the Chief Operating Officer or his designee.

All fines including speeding tickets, parking tickets, and tickets for expired inspection or registration are the responsibility of the driver.

The driver is responsible for mileage log. Mileage logs are due to the Accounting Department <sup>end</sup> on the 15<sup>th</sup> of every month. Commuting between home and AIL is a personal, nonreimbursable expense. The cost of gas for commuting between home and AIL is the responsibility of the driver.

American Institute for Learning  
Vehicle Policy  
Effective March 1, 1998

The driver must be covered by their own personal insurance policy at all times.

No AIL employee shall have possession or drive a company owned vehicle if they have more than 5 points on their driving record for insurance purposes. Report to the Chief Operating Officer or his designee immediately the following situations which would affect the ability to drive AIL vehicles:

- Attainment of 5 points on insurance
- Lapse or cancellation of personal vehicle insurance
- Other information critical to the decision to allow an employee the benefit of an AIL vehicle.

Surrender of vehicle: Upon request of the supervisor or the Chief Operating Officer or his designee, the employee shall surrender the vehicle to a designated person. All keys and vehicle records shall be turned in at the same time.

Sanctions:

Violation of vehicle policy is to be considered an inappropriate use of AIL property and is grounds for disciplinary action which may include assessment of financial responsibility or termination of employment.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Witness: \_\_\_\_\_

----- For Office Use Only -----

Printed Name of Employee/Driver: \_\_\_\_\_

Vehicle Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_

Year: \_\_\_\_\_ Serial Number \_\_\_\_\_

License Plate Number: \_\_\_\_\_

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AMERICAN INSTITUTE FOR LEARNING  
Revised Procurement Policy, 12/5/97

The Procurement Policy of the American Institute for Learning is intended to promote the following principles:

Full and open competition  
Fair and equal treatment  
"Arm's length" relationships

The goal of the procurement policy is to satisfy the needs of AIL in a timely manner and ensure that goods and services are purchased efficiently at a fair and reasonable price.

AIL staff entrusted with the expenditure of funds shall be held to very high procurement standards. It is essential that conflicts of interest, as well as the appearance of conflicts of interest be avoided. Procurement responsibilities must be conducted with complete impartiality and without preferential treatment. Conflicts of interest may be personal, financial, or organizational. It is important to AIL to ensure that independence is achieved in procurement.

Procurement planning:

For all AIL procurements, due diligence is required to make the best selection and negotiate the best price. Purchasers should select the vendor, product, or service which will provide the American Institute for Learning with the best value. The lowest price alone is not always to be considered the best value. Other factors such as quality, demonstrated performance, availability, etc., are to be considered.

AIL supports the use of Historically Underutilized Businesses when possible. AIL purchasers should take all necessary affirmative steps to ensure that minority firms and women's business enterprises are used when possible.

Criteria for each of the four methods of procurement:

**1. Small Purchase**

A small purchase is considered to be less than \$25,000 per job. Small purchases between \$500 and \$25,000 should have a Vendor Bid Sheet as documentation. Three quotes by telephone or fax are adequate for small purchases.

All purchases are required to have supervisory approval, unless the purchase is routine in nature and conducted by via credit card for \$500 or less by a designated purchaser. Purchases over \$3,000 require the approval of senior management responsible for the budget affected.

Recurring purchases should be reanalyzed every six months to investigate best price and additional savings opportunities.

**2. Non-competitive Negotiation**

Even if the product or service is so unique that the procurement has to be sole-sourced, it is still the responsibility of the AIL purchaser to negotiate for the best possible price and terms.

#### Purchasing procedure:

The American Institute for Learning has designated and trained specific employees as Purchasers. These employees are issued a company credit card to be used for regular business needs, such as budgeted supplies and repairs. All other employees should contact the Purchaser for their department to coordinate the commitment of AIL funds for any business need. Receipts from credit card purchases should be turned into the Accounting Department immediately. The purchaser should indicate what the purchase was for and the benefitting grant. Construction receipts should also include the applicable address.

#### Purchase Orders

Purchases require a purchase order, unless under \$500 made by a designated purchaser via credit card. The purchase order must be signed by the purchaser and their supervisor.

The white copy is submitted to the vendor.

The yellow copy is returned to Accounting as soon as it is completed.

The gold copy is returned to Accounting with the vendor invoice, packing slip, receiving report, or delivery tag attached.

The pink copy is maintained for the Purchaser's file.

Accounting matches the purchase order with the packing slip (if applicable) and the invoice to pay for the transaction.

For large purchases, those over \$25,000, formal sealed bid or request for proposals shall be used. In all cases, appropriate State and Federal rules and regulations shall be followed.

### 3. Invitation for bids (formal sealed bid)

### 4. Request for proposals

The American Institute for Learning recognizes the need for confidentiality and non-disclosure of proposal information and the importance of fairness and objectivity when evaluating or negotiating with offerors and contractors.

AIL procedures must identify who has the authority to approve procurement plans, to select recipients of an award,

The only AIL employees with the authority to sign contracts, and the authority to sign modifications to contracts, and the authority to terminate contracts are the Chief Executive Officer, the Chief Operating Officer, the Chief Program Officer, and the Chief Financial Officer.

Original contracts are maintained by the Chief Operating Officer. Copies are maintained by the originating department and the Accounting Department.

## WORKERS COMP INSTRUCTIONS

1. Copy file from previous month and rename new month. Change month in title at top of file.
2. Record new salaries in the hourly (H) column.  
For terminations, cut and paste to bottom of spreadsheet.
3. Record **hourly** staff and less than full month staff in Column I (% Employed.) This column records the number of hours worked that month divided by 173.34.

---

4. ~~Matthew~~ <sup>KAY</sup>

Matthew will key in allocations based on a copy of the ADP labor distribution.  
Then, he should print a draft of the allocations report.

---

5. Balance:  
Compare column J to column BL. Use ADP payroll register to reconcile differences.
6. Print the request for payment. It is a separate sheet labeled "Request" in the same excel workbook file. Compare to Final premium lines for each classification of worker (printed from Matthews allocation report.) Check for completeness. You may have to add a link or simply type in the amount.
7. Review monthly Texas Workers Comp bill. Check bottom percentages (called rate tier deviations) to see if they have changed. If so, change spreadsheet.
8. Texas Workers Comp requires a report:  
  
Change page setup to portrait.  
  
Print selection - only columns E, F, H, I, J, K, L.

# ATTACHMENT # 21

10 A.4. Business Plan

Current Monthly Budget Status Report

**American Youthworks**

Income Statement

(Current Period & Year To Date)

For the period of 9/1/00 through 9/30/00

APPLICATION

Fund: (02) Direct Services

Program: (222149) CHARTER YR 2000

	<u>Current Period</u>		<u>Annual Budget</u>	<u>Year to Date</u>	
<b>Revenues</b>					
CHARTER 99/00	\$0.00	0.0	70,000	\$998,285.36	99.1
TEA-MAC 5932	0.00	0.0	825,000	1,021.90	0.1
TEA IDEA B CAP BLDG & IV	202.00	2.5		202.00	0.0
TEA IDEA B FORMULA	7,950.00	97.5		7,950.00	0.8
Net Revenues	<u>\$8,152.00</u>	<u>100.0</u>	<u>\$1,007,459.26</u>		<u>100.0</u>
			#895,000		
<b>Program Expenses</b>					
MEMBERSHIP DUES - 12-6400	\$0.00	0.0	500	\$1,044.00	0.1
WAGES - TEA 2000 - 11-6100 / 41-6100	0.00	0.0	615,000	532,761.60	52.9
STUDENT STIPENDS - 41-6400	0.00	0.0	1,000	623.43	0.1
SECURITY - CHARTER 99/00 - 52-6200 ✓	811.32	10.0	11,000	10,822.42	1.1
JANITORIAL SERVICES - 51-6200 ✓	0.00	0.0	3,000	3,849.29	0.4
POSTAGE - CHARTER 99/00 - 41-6300 ✓	657.82	8.1	5,000	3,013.05	0.3
PHONE - CHARTER 99/00 - 41-6400 ✓	124.26	1.5	27,000	25,091.02	2.5
SUPPLIES - CHARTER 99/00 - 41-6300 ✓ / 11-6300	232.82	2.9	15,000	15,000	24,576.43
OCCUPANCY - CHARTER 99/00 - 51-6400	0.00	0.0	45,000	40,111.16	4.0
REPAIRS/MAINT - CHARTER 99/00 - 51-6300	114.51	1.4	10,000	11,540.23	1.1
UTILITIES - CHARTER 99/00 - 41-6400	245.00	3.0	37,000	35,323.16	3.5
TRAINING/WORKSHOPS - TEA 2000 - 12-6200 / 13-6200 ✓	0.00	0.0	3500 + 2500	1,497.65	0.1
EQUIPMENT RENTAL - TEA 99/00 - 52-6200 / 41-6400	3,160.50	38.8	5000 - 10000	7,290.35	1.7
ADVERTISING - TEA CHARTER 99/00 - 41-6400	223.02	2.7	4000	4,819.21	0.5
TRAVEL - CHARTER 99/00 - 34-6400 ✓	55.88	0.7	-	1,952.24	0.2
GEN. LIABILITY INS & AUTO - 34-6400	0.00	0.0	10,000	7,376.38	0.7
FRINGE BENEFITS - 11-6100 ✓	25.00	0.3	-	500.00	0.0
SUB TEACHERS - 11-6200 ✓	0.00	0.0	1,000	2,136.45	0.2
FICA - TEA 2000 - 11-6100 ✓	0.00	0.0	-	7,994.76	0.8
WORKERS COMP INS - 11-6100 ✓	0.00	0.0	-	2,258.47	0.2
SUI TAXES - TEA 2000 - 11-6100 ✓	0.00	0.0	-	2,983.20	0.3
MISC - TEA 2000 - 11-6100 ✓	0.00	0.0	-	390.30	0.0
CONTRACT/SUB TEACHERS - 11-6200 ✓	578.35	7.1	34,000	32,559.41	3.2
EQUIPMENT MAINT. - TEA 99/00 - 51-6200 ✓	0.35	0.0	20,000	12,133.69	1.2
HEALTH INS - TEA 2000 - 11-6100 ✓	(141.02)	(1.7)	-	43,321.99	4.3
SUPPORT SVC - CHARTER 99/00 - 32-6400	(377.68)	(4.6)	4,000	4,085.98	0.4
Total Program Expenses	<u>\$5,710.13</u>	<u>70.0</u>	<u>\$830,055.87</u>		<u>82.4</u>
			#877,500		
<b>Net Income (Loss)</b>	<u>\$2,441.87</u>	<u>30.0</u>	<u>\$177,403.39</u>		<u>17.6</u>
			<u>17,500</u>		

Other Resources

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Budgeted NET Assets

# ATTACHMENT # 22

## 10 A.5. Business Plan

### Financial and Payroll Accounting Description

**10. Business Plan****A. Financial Management****5. Describe the financial accounting and payroll accounting system**

The accounting used by the American YouthWorks Charter School is CYMA 5.3.1. This system is fully Fund Accounting enabled, operates on a Client-Server model, it is a Pier to Pier architecture for processing at multiple locations. The software package is installed on Pentium Class server operating Windows 98 across a Local Area Network that is administrated on-site by a network administrator. The system is backed-up nightly. The server itself is secured during non-business hours and prevents physical access.

The State of Texas uses Program, Organization, Function, Object, and Fund as classification elements to determine budgets and operating expenses. The AYW Charter School uses Program, Fund, Sub-Fund, Budget Category, and Job Cost as elements of classification. Through a process of cross-walking the General Ledger accounts, Funds, Programs, and Sub-Fund to Function a matrix is built that allows information to be compared. Using this system we are able to remain in budget and report our financial information to PEIMS.

# ATTACHMENT # 23

10 A.6. Business Plan

Most Recent Financial Audit



THE AMERICAN INSTITUTE FOR LEARNING  
(A Nonprofit Corporation)  
FINANCIAL STATEMENTS AND COMPLIANCE  
WITH SUPPLEMENTARY INFORMATION AND  
REPORTS OF INDEPENDENT  
CERTIFIED PUBLIC ACCOUNTANTS  
SEPTEMBER 30, 1999

The American Institute for Learning  
 (A Nonprofit Corporation)  
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 September 30, 1999

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FINANCIAL SECTION

# LOCKART, ATCHLEY & ASSOCIATES, L.L.P.

Certified Public Accountants and Business Advisors

APPLICATION

KAREN E. ATCHLEY, CPA      NANCY E. BOYD, CPA      JAMES E. LOCKART, CPA      DAN A. SHANER, CPA  
REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors  
The American Institute for Learning

We have audited the accompanying statement of financial position of The American Institute for Learning (a nonprofit corporation) as of September 30, 1999, and the related statements of activities and cash flows for the year then ended. These financial statements are the responsibility of The American Institute for Learning's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and *The State of Texas Single Audit Circular*, issued by the Governor's Office of Budget and Planning. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The American Institute for Learning as of September 30, 1999 and the changes in its net assets and its cash flows for the year then ended, in conformity with generally accepted accounting principles.

In accordance with *Government Auditing Standards* and the *State of Texas Single Audit Circular*, we have also issued our report dated November 24, 1999, on our consideration of The American Institute for Learning's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grants.

Our audit was performed for the purpose of forming an opinion on the basic financial statements of The American Institute for Learning taken as a whole. The accompanying supplementary schedules on pages 17 to 45 are presented for purposes of additional analysis and are not a required part of the basic financial statements. Additionally, the accompanying schedule of expenditures of federal awards and the schedule of expenditures of state awards are presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audit of States, Local Governments, and Non-Profit Organizations*, and the *State of Texas Single Audit Circular*, and are not a required part of the basic financial statements. Such information has been subjected to the audit procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements as a whole.

*Lockart, Atchley & Associates, L.L.P.*

Austin, Texas

November 24, 1999

512-346-2086

877-977-6850

Fax 512-338-9883

E-mail [REDACTED]

6850 Austin Center Boulevard, Suite 180 Austin, Texas 78731-3129

FINANCIAL STATEMENTS

The American Institute for Learning  
Statement of Financial Position  
September 30, 1999

APPLICATION

ASSETS

Cash	\$ 276,651
Accounts receivable	577,533
Property and equipment (Note B)	4,191,623
Houses under construction	<u>602,712</u>
Total assets	<u>\$ 5,648,519</u>

LIABILITIES AND NET ASSETS

Lines of credit	\$ 644,497
Accounts payable	20,378
Accrued expenses	54,448
Refundable advances	839,029
Mortgage payable	<u>1,283,065</u>
Total liabilities	2,841,417
Net assets	
Unrestricted	
Invested in property and equipment	2,161,629
Unrestricted	<u>645,473</u>
Total unrestricted net assets	2,807,102
Restricted	<u>-</u>
Total net assets	<u>2,807,102</u>
Total liabilities and net assets	<u>\$ 5,648,519</u>

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The accompanying notes are an integral part of this financial statement.

The American Institute for Learning  
Statement of Activities  
Year Ended September 30, 1999

APPLICATION

Changes in unrestricted net assets	
Revenues	
Grants - federal	\$ 2,967,485
Grants - other	1,988,190
Donations	913,071
Other	<u>-</u>
Total unrestricted support and revenues	5,868,746
Net assets released from restrictions	
Satisfaction of donor restrictions	<u>1,019,695</u>
Total unrestricted revenues, support and gains	6,888,441
Expenses	
Salaries and benefits	3,488,234
Occupancy	222,439
Contract services	107,315
Supplies, postage and printing	161,595
Construction costs	406,939
Telephone	36,521
Travel, transportation and training	62,867
Insurance	78,910
Repairs, maintenance and equipment rental	111,716
Depreciation	111,105
Interest expense	105,960
Other	<u>854,071</u>
Total expense	<u>5,747,672</u>
Increase in unrestricted net assets	1,140,769
Changes in temporarily restricted net assets	
Contributions	450,000
Net assets released from restrictions	<u>(1,019,695)</u>
Decrease in temporarily restricted net assets	<u>(569,695)</u>
Increase in net assets	571,074
Net assets at beginning of year	<u>2,236,028</u>
Net assets at end of year	<u>\$ 2,807,102</u>

The accompanying notes are an integral part of this financial statement.

The American Institute for Learning  
Statement of Cash Flows  
Year Ended September 30, 1999

APPLICATION

Cash flows from operating activities	\$	571,074
Change in net assets		
Adjustments to reconcile change in net assets to net cash provided by operations		
Depreciation		111,105
Decrease in accounts receivable		18,806
Increase in costs of houses under construction		(323,328)
Decrease in accounts payable		(13,906)
Decrease in accrued liabilities		(11,123)
Increase in refundable advances		<u>213,977</u>
Net cash used by operating activities		566,605
Cash flows from investing activities		
Capital expenditures		(2,255,880)
Net proceeds from sale of house		<u>43,859</u>
Net cash used by investing activities		(2,212,021)
Cash flows from financing activities		
Proceeds from new mortgages		730,000
Payments on mortgage		(217,541)
Net proceeds from line of credit		<u>344,497</u>
Net cash provided from financing activities		<u>856,956</u>
Net decrease in cash		(788,460)
Cash at beginning of year		<u>1,065,111</u>
Cash at end of year	\$	<u><u>276,651</u></u>
Cash paid during the year for interest	\$	<u><u>105,960</u></u>

The accompanying notes are an integral part of this financial statement.



NOTES TO FINANCIAL STATEMENTS

**Note A - Organization and Summary of Significant Accounting Principles**

Since its beginning in 1976 as a jail education and arts project, the American Institute (AIL) has been serving individuals neglected by the normal education system. AIL empowers individuals to become productive, self-sufficient citizens through a holistic approach incorporating arts, innovative learning, personal development and economic opportunities. Services and programs include:

Employment Training

Hands-on employment training in several skill areas  
Job readiness training  
Job placement assistance  
Entrepreneurial training

Education

GED and high school diploma programs  
AIL Charter School

Essential Services

Counseling  
Child care  
Parenting training  
Health and dental services  
Transportation assistance

Transitional Housing

1. Basis of Accounting

AIL uses the accrual basis of accounting and follows the standards promulgated by the Institute of Certified Public Accountants in its audit and accounting guide for nonprofit organizations.

In order to ensure observance of limitations and restrictions placed by grant agencies on the resources available to AIL, the accounts are maintained in accordance with the program accounting. This is the procedure by which resources for various purposes are segregated for program accounting and grantor reporting purposes into funds established according to their purpose. Separate accounts are maintained for each fund.

Note A - Organization and Summary of Significant Accounting Principles - Continued

2. Financial Statement Presentation

AIL has adopted Statement of Financial Accounting Standards (SFAS) Statement Number 117, "Financial Statement of Not-For-Profit Organizations." Under SFAS No. 117, AIL is required to report information regarding its financial position and activities according to three classes of assets: unrestricted net assets, temporarily restricted net asset, and permanently restricted assets. In addition, AIL is required to present a statement of cash flows.

3. Recognition of Revenue and Expenses

Grants and Government Contracts

Grant revenues from governmental agencies and other grantors is recognized when compliance with the various grant requirements is achieved. Usually this occurs after the expenditures are made and any grant matching requirements are met. These revenues are restricted by the grantor to specific programs, and in prior years were classified as restricted fund revenues. However, since the revenues are not earned until the restrictions are met (at which time they become unrestricted funds), they are reported as increases in unrestricted net assets in the accompanying statement of activities. Revenues received before the revenue recognition criteria have been met are reported as refundable advances, a liability account. When the revenue recognition criteria have been met, grant revenues not yet received are reported as grants receivable.

Other Revenues

Other revenues consist primarily of unrestricted donations, tuition and fees, proceeds from sales of houses constructed by AIL students, and interest earnings. These revenues are recognized when earned.

4. Accounts Receivable

Receivables are valued using an allowance for uncollectible accounts. The allowance is determined by management review of receivable balances at year-end. Accounts considered doubtful are reflected in the allowance amount with an offsetting entry to bad debt expense account. When balances are determined to be uncollectible, the amount of that account is written off against the allowance. Previously written off accounts, subsequently paid, are recorded as an increase in the allowance account to offset future bad debts. No allowance for uncollectible accounts is considered necessary at year-end.

**Note A - Organization and Summary of Significant Accounting Principles - Continued**

5. Property and Equipment

Fixed assets are reported at cost, if purchased, or at estimated fair market value, if donated, at the time of purchase or receipt. Depreciation expense is calculated using the straight-line method over an estimated useful life of five years for furniture and equipment, vehicles and leasehold improvements, and forty years for building.

6. Federal Income Taxes

AIL is exempt from Federal income tax under Internal Revenue Code Section 501 (c)(3) on income related to its exempt purpose.

7. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

8. Total Columns

Total columns on the financial statements are memorandum only, as data in these columns does not present financial position, results of activity or changes in fund balance in conformity with generally accepted accounting principles.

**Note B - Property and Equipment**

Property and equipment reported in the accompanying financial statements consist of the following:

	<u>Property and Equipment</u>	<u>Building</u>	<u>Transitional Housing</u>	<u>Total</u>
Land	\$ -	\$ 887,040	\$ 133,081	\$ 1,020,121
Buildings	-	2,424,012	733,667	3,157,679
Furniture and equipment	820,962	-	-	820,962
Vehicles	47,062	-	-	47,062
	<u>868,024</u>	<u>3,311,052</u>	<u>866,748</u>	<u>5,045,824</u>
Less accumulated depreciation	<u>(725,312)</u>	<u>(52,994)</u>	<u>(75,895)</u>	<u>(854,201)</u>
Net property and equipment	<u>\$ 142,712</u>	<u>\$ 3,258,058</u>	<u>\$ 790,853</u>	<u>\$ 4,191,623</u>

**Note C- Mortgage Payable**

AIL owns several houses for use in its transitional housing program. Mortgages due on each of these houses are as listed below. The houses serve as collateral for the mortgages.

<u>Property Location</u>	<u>Interest Rate</u>	<u>Monthly Payment</u>	<u>Original Loan Amount</u>	<u>Final Due (Mo./Yr.)</u>	<u>Balance 9/30/99</u>
9608 Bear Paw Trail	9.13%	\$ 445	\$ 46,500	12/09	\$ 34,989
8601 Ruddington	9.50%	739	49,450	11/26	48,422
5309 King Henry	9.50%	333	35,100	11/26	34,449
903 Great Britain	9.25%	225	26,150	11/26	25,689
8607 Palace Parkway	9.25%	240	27,914	7/27	27,422
4305 Manzanilla	9.25%	356	36,380	7/27	35,739
825 Turtle Creek	9.25%	174	20,184	7/27	19,817
8404 Cornwall Drive	9.25%	201	23,389	7/27	22,977
6609 Vouget Drive	9.25%	240	27,842	7/27	27,351
1706 Krizan Drive	8.50%	215	52,607	11/27	27,897
921 Echo Lane	8.50%	182	40,848	11/27	23,656
8713 Birmingham Drive	8.50%	263	37,167	11/27	34,181
2515 Dove Meadow Dr	8.50%	154	23,670	10/27	20,029
3731 Kandy Drive	8.50%	204	45,756	11/27	26,466
4615 San Simeon Drive	8.50%	211	47,801	11/27	27,437
4704 Saloma Place	8.50%	227	50,971	11/27	29,481
4604 Saloma Place	8.50%	244	55,010	11/27	31,678
1410 Deupree Drive	8.50%	202	45,756	11/27	26,313
8101 Tiffany Drive	8.50%	224	50,153	11/27	29,072
					\$ 553,065
					(6,123)
					<u>\$ 546,942</u>

Maturities for each of the next five years are as follows:

<u>Year ending September 30,</u>	
2000	\$ 6,123
2001	6,696
2002	7,323
2003	8,005
2004	8,754
Thereafter	<u>516,164</u>
	<u>\$553,065</u>

**Note C- Mortgage Payable - Continued**

During the current year, AIL built a new facility on its site at 204 E. 4th Street. In addition to several large donations and grants from various sources, AIL financed \$730,000 of the construction costs with a construction loan from a bank. The loan is due on January 9, 2000. Management intends to refinance the note with long term financing when it becomes due. The loan is collateralized by the new building.

**Note D - Leases**

AIL leases certain facilities and equipment under agreements exceeding one year in term that, for accounting purposes, are treated as operating leases. Future minimum lease payments under these agreements for years after September 30, 1998 are as follows:

<u>Year ending September 30,</u>	
2000	\$ 12,786
2001	12,113
2002	12,113
2003	<u>11,104</u>
	<u>\$ 48,116</u>

Rental expense relating to all operating leases for 1998 was \$148,615.

**Note E - Contingencies**

AIL participates in funding that is subject to audit by the funding agency. These programs have compliance requirements and should the grant agency auditors find areas of substantial noncompliance, AIL would be required to refund any unallowable costs. AIL management does not know of or anticipate any significant unallowable costs for existing grants.

**Note F - Lines of Credit**

AIL has a revolving line of credit for up to \$250,000 with a local bank. Interest is at 9.25%. All unpaid balances are due on May 5, 2005. Under terms of the agreement, AIL has to maintain a depository relationship with the bank. AIL's borrowings under this line of credit were \$244,497 at September 30, 1999. The line is collateralized by real estate.

AIL also has several construction loans with this same bank at rates from 9.00% to 9.25%. AIL uses these funds to finance the construction of homes in its building program. Total borrowings under these loans were \$200,000 as of September 30, 1999. The loans are collateralized by the homes under construction.

**Note F - Lines of Credit - Continued**

AIL also has a line of credit for up to \$200,000 with YouthBuild U.S.A., Inc. Interest is payable monthly at 6.5%. All unpaid balances are due on July 15, 2000. At September 30, 1999, AIL owed \$200,000 to YouthBuild U.S.A., Inc. under the line of credit.

**Note G - Related Organizations**

Austin Charter Schools, Inc., a 501(c)(3) organization, was formed in a prior year "to purchase and hold real estate and to lease it to American Institute for Learning, solely to support educational and school purposes." In December 1996, AIL purchased the facilities at 5th and Congress which houses certain of AIL's programs. The building was appraised at approximately \$725,000. The former owner sold the building to AIL for \$382,000. AIL financed the entire purchase price of \$382,000. Upon closing on the purchase, AIL transferred the building and the related mortgage note to Austin Charter Schools, Inc. at book value. AIL rents these facilities from Austin Charter Schools at rates similar to those charged by the former owner. AIL paid a total of \$80,000 in rent to Austin Charter Schools for the period ended September 30, 1999. A summary of the unaudited financial information for Austin Charter Schools, Inc. as of and for the period ended September 30, 1999, follows:

Cash	\$ 23,621
Accounts receivable	25,500
Building, net of accumulated depreciation of \$36,078	<u>311,967</u>
Total assets	<u>\$ 361,088</u>
Mortgage payable	\$ 289,931
Net assets	<u>71,157</u>
Total liabilities and net assets	<u>\$ 361,088</u>
Revenues	\$ 128,279
Expenses	<u>92,402</u>
Net income	<u>\$ 35,877</u>

**Note G - Related Organizations - Continued**

AIL also rents certain equipment from Community Dreams, Inc., another 501(c)(3) organization whose main purpose is to own equipment and lease it to other 501(c)(3) organizations. During the year ended September 30, 1999, AIL paid \$27,480 to Community Dreams, Inc. for equipment leases. A summary of the unaudited financial information for Community Dreams, Inc. as of and for the year ended September 30, 1999 follows:

Cash	\$ 15,732
Vehicles, net of accumulated depreciation of \$12,244	<u>32,491</u>
Total assets	<u>\$ 48,223</u>
Notes payable	<u>\$ 16,583</u>
Total liabilities	16,583
Net assets	<u>31,640</u>
Total liabilities and net assets	<u>\$ 48,223</u>
Revenues	\$ 26,598
Expenses	<u>18,785</u>
Net income	<u>\$ 7,813</u>

**Note H - Defined Benefit Pension Plan**

All employees of AIL employed for one-half of or more of the standard work load and who are not exempted from membership, participate in the Teacher Retirement System of Texas (the System), a multiple-employer public employee retirement system (PERS). It is a cost-sharing PERS with one exception: all risk and costs are not shared by AIL, but are the liability of the State. The payroll for employees covered by the System and AIL's total payroll for the year ended September 30, 1999 was \$2,189,580.



**Note H - Defined Benefit Pension Plan - Continued**

All AIL employees, except those employed for less than one-half the standard workload and those exempted by law, are required to participate in the System as a condition of employment. Employees who retire on or after age 65 with 5 years of credited service, or at or after age 60 with 20 years of credited service, are entitled to a retirement benefit, payable monthly for life, equal to 2% of their final average salary for each year of credited service. Additionally, an employee whose age combined with his/her years of service equals or exceeds 80 may retire with unreduced benefits. Final average salary is the employee's average salary over the 3 years of credited service with the greatest salary. Benefits fully vest on reaching 5 years of credited service.

By statute, covered employees must contribute 6.65% of their salary to the plan and the State of Texas contributes an amount equal to 6.0% times the aggregate annual compensation of all members of the System during the fiscal year ended, except for employees paid from federal and private grants.

Employer contributions from federal and private grants are paid from the grant itself and are not direct obligations of AIL. Other employer contributions made above the statutory minimum payments are a direct obligation of AIL. For the year ended September 30, 1999, contributions from federal and private grants and those salaries above the statutory minimum were \$65,706 from both AIL and the employees. These contributions represented 6% of the covered payroll.

The pension benefit obligation is a standardized disclosure measure of the present value of pension benefits adjusted for the effects of projected salary increases and step-rate benefits, estimated to be payable in the future as a result of employee service to date. The measure, which is the actuarial present value of credited projected benefits, is intended to help users assess the System's funding status on a going concern basis, assess progress made in accumulating sufficient assets to pay benefits when due, and make comparisons among PERS and employers. The system does not make separate measurements of assets and pension benefit obligations for individual employers. The system issues a publicly available financial report that includes financial statements and required supplementary information for the defined benefit pension plan. The report may be obtained by writing to the TRS Communications Department, 1000 Red River Street, Austin, TX 78701 or by calling the TRS Communications Department at 1 (800) 223-8778. AIL's contribution for 1998 represented less than 0.01% of the total contributions required of all participating entities.

The American Institute for Learning  
Combining Schedule of Activities  
Year Ended September 30, 1999

APPLICATION

	General and Administrative	Other Unrestricted Funds	Special Programs	Building Program	Total
<b>Revenues</b>					
Federal	\$ -	\$ -	\$ 2,967,485	\$ 450,000	\$ 3,417,485
Other grants	-	22,040	1,966,150	-	1,988,190
Other	108,670	88,783	689,330	26,288	913,071
<b>Total support and revenues</b>	<b>108,670</b>	<b>110,823</b>	<b>5,622,965</b>	<b>476,288</b>	<b>6,318,746</b>
<b>Expenses</b>					
Salaries/benefits	168,442	1,229	3,318,563	-	3,488,234
Occupancy	38,194	1,041	183,204	-	222,439
Contract services	22,653	1,500	83,162	-	107,315
Supplies	11,556	23,002	119,888	-	154,446
Printing/copying	-	-	(686)	-	(686)
Postage	3,900	106	3,829	-	7,835
Telephone	2,893	220	33,408	-	36,521
Travel/transportation	16,572	9,046	27,274	-	52,892
Training	2,714	-	7,261	-	9,975
Advertising/public relations	4,028	-	4,372	-	8,400
Insurance	534	777	77,599	-	78,910
Publications/dues	3,465	75	2,047	-	5,587
Specific assistance	6	11	41,677	-	41,694
Repairs/maintenance	2,920	63	32,959	-	35,942
Equipment rental	2,641	-	73,133	-	75,774
Depreciation	68,074	-	35,704	7,327	111,105
Interest	34,209	-	71,751	-	105,960
Other	21,455	387	776,548	-	798,390
Construction costs	510	-	406,429	-	406,939
<b>Total expenses</b>	<b>404,766</b>	<b>37,457</b>	<b>5,298,122</b>	<b>7,327</b>	<b>5,747,672</b>
<b>Excess revenues (expenses)</b>	<b>(296,096)</b>	<b>73,366</b>	<b>324,843</b>	<b>468,961</b>	<b>571,074</b>
<b>Transfers in and (out)</b>	<b>(11,373)</b>	<b>-</b>	<b>11,373</b>	<b>-</b>	<b>-</b>
<b>Equipment transactions</b>	<b>7,003</b>	<b>-</b>	<b>(7,003)</b>	<b>-</b>	<b>-</b>
<b>Excess revenues (expenses) and transfers</b>	<b>(300,466)</b>	<b>73,366</b>	<b>329,213</b>	<b>468,961</b>	<b>571,074</b>
<b>Beginning net assets</b>	<b>703,048</b>	<b>8,246</b>	<b>(25,222)</b>	<b>1,549,956</b>	<b>2,236,028</b>
<b>Ending net assets</b>	<b>\$ 402,582</b>	<b>\$ 81,612</b>	<b>\$ 303,991</b>	<b>\$ 2,018,917</b>	<b>\$ 2,807,102</b>

The American Institute for Learning  
Special Programs  
Year Ended September 30, 1999

APPLICATION

	Direct Services	Cultural Arts/ Theater	Transitional Housing	Construction
Revenues				
Federal	\$ 353,158	\$ -	\$ 256,580	\$ 279,746
Other grants	1,543,573	49,895	11,726	-
Other	74	-	347,335	341,921
Total support and revenues	1,896,805	49,895	615,641	621,667
Expenses				
Salaries/benefits	1,395,245	34,268	40,656	50,308
Occupancy	126,006	3,643	6,844	274
Contract services	35,097	6,636	5,950	19,725
Supplies	73,307	3,094	183	2,068
Printing/copying	(686)	-	-	-
Postage	3,041	-	11	-
Telephone	22,930	166	231	262
Travel/transportation	7,970	459	1,976	316
Training	5,043	-	-	-
Advertising/public relations	2,325	41	181	325
Insurance	53,101	45	3,160	4,310
Publications/dues	887	-	-	360
Specific assistance	33,050	1,543	6,176	-
Repairs/maintenance	16,547	-	16,325	-
Equipment rental	15,591	-	1,166	2,048
Depreciation	-	-	35,704	-
Interest	-	-	71,151	600
Other	847	45	318,614	27,719
Construction costs	-	-	-	404,187
Total expenses	1,790,301	49,940	508,328	512,502
Excess revenues (expenses)	106,504	(45)	107,313	109,165
Transfers in and (out)	17,437	45	-	-
Equipment transactions	(7,003)	-	-	-
Excess revenues (expenses) and transfers	116,938	-	107,313	109,165
Beginning net assets	50,145	-	(21,568)	-
Ending net assets	\$ 167,083	\$ -	\$ 85,745	\$ 109,165

The American Institute for Learning  
Notes to Financial Statements - Continued  
September 30, 1999

APPLICATION

Note I - Functional Expenses

Expenses incurred were for:

Expenses	Programs				Total	General & Administrative	Total
	Direct Services	Construction Programs	Transitional Housing	Other			
Salaries/benefits	\$ 1,395,245	\$ 1,848,394	\$ 40,656	\$ 34,268	\$ 3,318,563	\$ 169,671	\$ 3,488,234
Occupancy	129,649	46,711	6,844	-	183,204	39,235	222,439
Contract services	31,614	35,479	5,950	10,119	83,162	24,153	107,315
Supplies	73,147	43,304	183	3,254	119,888	34,558	154,446
Printing/copying	(686)	-	-	-	(686)	-	(686)
Postage	3,041	777	11	-	3,829	4,006	7,835
Telephone	22,930	10,081	231	166	33,408	3,113	36,521
Travel/transportation	7,970	16,869	1,976	459	27,274	25,618	52,892
Training	5,043	2,218	-	-	7,261	2,714	9,975
Advertising/public relations	2,325	1,825	181	41	4,372	4,028	8,400
Insurance	53,101	21,293	3,160	45	77,599	1,311	78,910
Publications/dues	887	1,160	-	-	2,047	3,540	5,587
Specific assistance	33,050	908	6,176	1,543	41,677	17	41,694
Repairs/maintenance	16,547	87	16,325	-	32,959	2,983	35,942
Equipment rental	15,591	56,376	1,166	-	73,133	2,641	75,774
Depreciation	-	-	35,704	-	35,704	75,401	111,105
Interest	-	600	71,151	-	71,751	34,209	105,960
Other	847	457,042	318,614	45	776,548	21,842	798,390
Construction costs	-	406,429	-	-	406,429	510	406,939
	<u>\$ 1,790,301</u>	<u>\$ 2,949,553</u>	<u>\$ 508,328</u>	<u>\$ 49,940</u>	<u>\$ 5,298,122</u>	<u>\$ 449,550</u>	<u>\$ 5,747,672</u>

Note J - Building Construction

In the prior year, AIL began a capital campaign to raise funds for the renovation of its office/warehouse facility. Construction began early in this fiscal year and was completed by September 30, 1999. Several large governmental grants, restricted to the construction of the facility have been received, including:

City of Austin, TX	\$ 600,000
Received in 1997. Included in refundable advances at September 30, 1999 because AIL is required to provide certain services in future years to earn these funds.	
Travis County, Texas	\$ 300,000
Funds were received and revenue was recognized in 1998, in accordance with guidance included in FASB No. 116. Expenditures were made in 1999.	
US Department of Commerce	
Economic Development Administration	\$ 450,000
Funds were received, revenue was recognized and expenditures were made in 1999.	

SUPPLEMENTAL INFORMATION

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The American Institute for Learning  
Combining Schedule of Activities  
Year Ended September 30, 1999

	General and Administrative	Other Unrestricted Funds	Special Programs	Building Program	Total
<b>Revenues</b>					
Federal	\$ -	\$ -	\$ 2,967,485	\$ 450,000	\$ 3,417,485
Other grants	-	22,040	1,966,150	-	1,988,190
Other	108,670	88,783	689,330	26,288	913,071
<b>Total support and revenues</b>	<b>108,670</b>	<b>110,823</b>	<b>5,622,965</b>	<b>476,288</b>	<b>6,318,746</b>
<b>Expenses</b>					
Salaries/benefits	168,442	1,229	3,318,563	-	3,488,234
Occupancy	38,194	1,041	183,204	-	222,439
Contract services	22,653	1,500	83,162	-	107,315
Supplies	11,556	23,002	119,888	-	154,446
Printing/copying	-	-	(686)	-	(686)
Postage	3,900	106	3,829	-	7,835
Telephone	2,893	220	33,408	-	36,521
Travel/transportation	16,572	9,046	27,274	-	52,892
Training	2,714	-	7,261	-	9,975
Advertising/public relations	4,028	-	4,372	-	8,400
Insurance	534	777	77,599	-	78,910
Publications/dues	3,465	75	2,047	-	5,587
Specific assistance	6	11	41,677	-	41,694
Repairs/maintenance	2,920	63	32,959	-	35,942
Equipment rental	2,641	-	73,133	-	75,774
Depreciation	68,074	-	35,704	7,327	111,105
Interest	34,209	-	71,751	-	105,960
Other	21,455	387	776,548	-	798,390
Construction costs	510	-	406,429	-	406,939
<b>Total expenses</b>	<b>404,766</b>	<b>37,457</b>	<b>5,298,122</b>	<b>7,327</b>	<b>5,747,672</b>
<b>Excess revenues (expenses)</b>	<b>(296,096)</b>	<b>73,366</b>	<b>324,843</b>	<b>468,961</b>	<b>571,074</b>
<b>Transfers in and (out)</b>	<b>(11,373)</b>	<b>-</b>	<b>11,373</b>	<b>-</b>	<b>-</b>
<b>Equipment transactions</b>	<b>7,003</b>	<b>-</b>	<b>(7,003)</b>	<b>-</b>	<b>-</b>
<b>Excess revenues (expenses) and transfers</b>	<b>(300,466)</b>	<b>73,366</b>	<b>329,213</b>	<b>468,961</b>	<b>571,074</b>
<b>Beginning net assets</b>	<b>703,048</b>	<b>8,246</b>	<b>(25,222)</b>	<b>1,549,956</b>	<b>2,236,028</b>
<b>Ending net assets</b>	<b>\$ 402,582</b>	<b>\$ 81,612</b>	<b>\$ 303,991</b>	<b>\$ 2,018,917</b>	<b>\$ 2,807,102</b>

The American Institute for Learning  
Special Programs  
Year Ended September 30, 1999

	Direct Services	Cultural Arts/ Theater	Transitional Housing	Construction
<b>Revenues</b>				
Federal	\$ 353,158	\$ -	\$ 256,580	\$ 279,746
Other grants	1,543,573	49,895	11,726	-
Other	74	-	347,335	341,921
<b>Total support and revenues</b>	<b>1,896,805</b>	<b>49,895</b>	<b>615,641</b>	<b>621,667</b>
<b>Expenses</b>				
Salaries/benefits	1,395,245	34,268	40,656	50,308
Occupancy	126,006	3,643	6,844	274
Contract services	35,097	6,636	5,950	19,725
Supplies	73,307	3,094	183	2,068
Printing/copying	(686)	-	-	-
Postage	3,041	-	11	-
Telephone	22,930	166	231	262
Travel/transportation	7,970	459	1,976	316
Training	5,043	-	-	-
Advertising/public relations	2,325	41	181	325
Insurance	53,101	45	3,160	4,310
Publications/dues	887	-	-	360
Specific assistance	33,050	1,543	6,176	-
Repairs/maintenance	16,547	-	16,325	-
Equipment rental	15,591	-	1,166	2,048
Depreciation	-	-	35,704	-
Interest	-	-	71,151	600
Other	847	45	318,614	27,719
Construction costs	-	-	-	404,187
<b>Total expenses</b>	<b>1,790,301</b>	<b>49,940</b>	<b>508,328</b>	<b>512,502</b>
Excess revenues (expenses)	106,504	(45)	107,313	109,165
Transfers in and (out)	17,437	45	-	-
Equipment transactions	(7,003)	-	-	-
<b>Excess revenues (expenses) and transfers</b>	<b>116,938</b>	<b>-</b>	<b>107,313</b>	<b>109,165</b>
Beginning net assets	50,145	-	(21,568)	-
Ending net assets	<b>\$ 167,083</b>	<b>\$ -</b>	<b>\$ 85,745</b>	<b>\$ 109,165</b>



## APPLICATION

Youth Corps	Youth Works	Other	Total
\$ 1,659,511	\$ 418,490	\$ -	\$ 2,967,485
301,782	59,174	-	1,966,150
-	-	-	689,330
<u>1,961,293</u>	<u>477,664</u>	<u>-</u>	<u>5,622,965</u>
1,752,214	45,872	-	3,318,563
46,437	-	-	183,204
15,665	89	-	83,162
40,248	988	-	119,888
-	-	-	(686)
639	138	-	3,829
9,819	-	-	33,408
12,260	4,293	-	27,274
2,218	-	-	7,261
1,408	92	-	4,372
16,823	160	-	77,599
-	800	-	2,047
908	-	-	41,677
-	87	-	32,959
54,328	-	-	73,133
-	-	-	35,704
-	-	-	71,751
(25)	429,348	-	776,548
2,242	-	-	406,429
<u>1,955,184</u>	<u>481,867</u>	<u>-</u>	<u>5,298,122</u>
6,109	(4,203)	-	324,843
(6,109)	-	-	11,373
-	-	-	(7,003)
-	(4,203)	-	329,213
-	-	(53,799)	(25,222)
<u>\$ -</u>	<u>\$ (4,203)</u>	<u>\$ (53,799)</u>	<u>\$ 303,991</u>

303

The American Institute for Learning  
Direct Services  
Year Ended September 30, 1999

APPLICATION

	Summer Youth	TRA Self Sufficiency	TRAEF	DOL/EA	County Inmate Training	Enter Tech	DOE Greenbuild America
Revenues							
Federal	\$ 149,236	\$ -	\$ -	\$ 50,955	\$ -	\$ -	\$ 44,634
Other grants	-	47,473	1,022	-	39,000	4,583	-
Other	-	-	-	-	-	-	-
Total support and revenues	149,236	47,473	1,022	50,955	39,000	4,583	44,634
Expenses							
Salaries/benefits	137,520	37,294	1,022	50,474	25,978	8,465	33,210
Occupancy	4,877	2,252	-	-	200	-	-
Contract services	-	-	-	-	-	-	8,100
Supplies	2,530	135	-	481	421	-	940
Printing/copying	-	-	-	-	-	-	-
Postage	50	-	-	-	-	-	120
Telephone	800	844	-	-	203	-	1,700
Travel/transportation	1,548	396	-	-	1,085	-	264
Training	-	-	-	-	-	-	-
Advertising/public relations	553	92	-	-	315	-	-
Insurance	-	-	-	-	-	-	-
Publications/dues	-	-	-	-	-	-	-
Specific assistance	622	792	-	-	-	-	-
Repairs/maintenance	-	1,203	-	-	200	-	-
Equipment rental	-	661	-	-	-	-	300
Depreciation	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-
Other	736	-	-	-	-	-	-
Construction costs	-	-	-	-	-	-	-
Total expenses	149,236	43,669	1,022	50,955	28,402	8,465	44,634
Excess revenues (expenses)	-	3,804	-	-	10,598	(3,882)	-
Transfers in and (out)	-	-	-	-	(10,598)	3,882	-
Equipment transactions	-	(3,804)	-	-	-	-	-
Excess revenues (expenses) and transfers	-	-	-	-	-	-	-
Beginning net assets	-	-	-	-	-	-	-
Ending net assets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

APPLICATION

TYC CDCS	Wagner Peysen	Hatton Summers	Grace Scholarship	Stecker	TPWD	Charter School	Total CAN	Total
\$ -	\$ 58,647	\$ -	\$ -	\$ -	\$ -	\$ 49,686	\$ -	\$ 353,158
18,825	-	14,027	2,039	11,527	2,434	1,007,886	394,757	1,543,573
-	-	-	-	-	-	74	-	74
18,825	58,647	14,027	2,039	11,527	2,434	1,057,646	394,757	1,896,805
40,872	35,612	12,248	-	-	-	744,091	268,459	1,395,245
300	100	-	-	-	-	78,162	40,115	126,006
-	60	-	2,000	-	2,485	17,579	4,873	35,097
266	7,253	21	-	-	-	32,972	28,288	73,307
-	-	-	-	-	-	(686)	-	(686)
-	-	-	-	-	254	1,868	749	3,041
238	-	-	-	-	-	7,967	11,178	22,930
636	803	-	-	-	-	2,517	721	7,970
200	230	694	-	-	-	3,919	-	5,043
-	46	-	-	-	-	1,285	34	2,325
161	5,823	133	-	-	-	27,278	19,706	53,101
-	50	-	-	-	-	837	-	887
-	6,228	931	-	11,527	-	8,413	4,537	33,050
-	123	-	-	-	-	5,643	9,378	16,547
-	2,319	-	-	-	-	5,592	6,719	15,591
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	111	-	847
-	-	-	-	-	-	-	-	-
42,673	58,647	14,027	2,000	11,527	2,739	937,548	394,757	1,790,301
(23,848)	-	-	39	-	(305)	120,098	-	106,504
23,848	-	-	-	-	305	-	-	17,437
-	-	-	-	-	-	(3,199)	-	(7,003)
-	-	-	39	-	-	116,899	-	116,938
-	-	-	-	-	-	50,145	-	50,145
\$ -	\$ -	\$ -	\$ 39	\$ -	\$ -	\$ 167,044	\$ -	\$ 167,083

The American Institute for Learning  
Charter Schools  
Year Ended September 30, 1999

APPLICATION

	98-99 Charter School	99-00 Charter School	Basic Charter	Breakfast Program	Technology Allocation
Revenues					
Federal	\$ -	\$ -	\$ -	\$ -	\$ -
Other grants	898,649	77,608	26,682	1,823	3,810
Other	10	-	-	-	-
Total support and revenues	<u>898,659</u>	<u>77,608</u>	<u>26,682</u>	<u>1,823</u>	<u>3,810</u>
Expenses					
Salaries/benefits	590,271	77,608	26,682	4,077	-
Occupancy	78,162	-	-	-	-
Contract services	17,039	-	-	500	-
Supplies	25,451	-	-	3,652	611
Printing/copying	-	-	-	-	-
Postage	1,868	-	-	-	-
Telephone	7,967	-	-	-	-
Travel/transportation	2,205	-	-	28	-
Training	3,204	-	-	-	-
Advertising/public relations	1,285	-	-	-	-
Insurance	27,266	-	-	12	-
Publications/dues	837	-	-	-	-
Specific assistance	8,413	-	-	-	-
Repairs/maintenance	5,643	-	-	-	-
Equipment rental	5,592	-	-	-	-
Depreciation	-	-	-	-	-
Interest	-	-	-	-	-
Other	111	-	-	-	-
Construction costs	-	-	-	-	-
Total expenses	<u>775,314</u>	<u>77,608</u>	<u>26,682</u>	<u>8,269</u>	<u>611</u>
Excess revenues (expenses)	123,345	-	-	(6,446)	3,199
Transfers in and (out)	-	-	-	-	-
Equipment transactions	-	-	-	-	(3,199)
Excess revenues (expenses) and transfers	123,345	-	-	(6,446)	-
Beginning net assets	<u>50,145</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Ending net assets	<u>\$ 173,490</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (6,446)</u>	<u>\$ -</u>

APPLICATION

TEA Start Up	TEA Title I	TEA Title 2	TEA Title 4	TEA Title VI	TIF	Hammill Spec Ed	Total
\$ 10,684	\$ 35,374	\$ 1,033	\$ 891	\$ 1,704	\$ -	\$ -	\$ 49,686
-	-	-	-	-	(686)	-	1,007,886
-	-	-	-	-	-	64	74
10,684	35,374	1,033	891	1,704	(686)	64	1,057,646
8,496	35,253	-	-	1,704	-	-	744,091
-	-	-	-	-	-	-	78,162
40	-	-	-	-	-	-	17,579
2,148	121	289	636	-	-	64	32,972
-	-	-	-	-	(686)	-	(686)
-	-	-	-	-	-	-	1,868
-	-	-	-	-	-	-	7,967
-	-	129	155	-	-	-	2,517
-	-	615	100	-	-	-	3,919
-	-	-	-	-	-	-	1,285
-	-	-	-	-	-	-	27,278
-	-	-	-	-	-	-	837
-	-	-	-	-	-	-	8,413
-	-	-	-	-	-	-	5,643
-	-	-	-	-	-	-	5,592
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	111
-	-	-	-	-	-	-	-
10,684	35,374	1,033	891	1,704	(686)	64	937,548
-	-	-	-	-	-	-	120,098
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	(3,199)
-	-	-	-	-	-	-	116,899
-	-	-	-	-	-	-	50,145
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 167,044

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The American Institute for Learning  
Community Action Network  
Year Ended September 30, 1999

APPLICATION

	CAN 99 Workforce	CAN 99 Housing	CAN COA ACI	CAN Metro Trail	CAN 98 Workforce	CAN 98 Housing	Total
<b>Revenues</b>							
Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other grants	183,295	38,642	61,329	3,423	88,717	19,351	394,757
Other	-	-	-	-	-	-	-
<b>Total support and revenues</b>	<b>183,295</b>	<b>38,642</b>	<b>61,329</b>	<b>3,423</b>	<b>88,717</b>	<b>19,351</b>	<b>394,757</b>
<b>Expenses</b>							
Salaries/benefits	117,075	32,166	57,162	3,383	46,866	11,807	268,459
Occupancy	24,839	1,337	-	-	13,176	763	40,115
Contract services	-	-	-	-	4,182	691	4,873
Supplies	15,408	1,043	1,425	40	8,572	1,800	28,288
Printing/copying	-	-	-	-	-	-	-
Postage	349	-	-	-	400	-	749
Telephone	7,104	-	-	-	4,074	-	11,178
Travel/transportation	-	500	-	-	-	221	721
Training	-	-	-	-	-	-	-
Advertising/public relations	-	-	-	-	34	-	34
Insurance	7,541	3,228	742	-	6,962	1,233	19,706
Publications/dues	-	-	-	-	-	-	-
Specific assistance	2,797	130	-	-	425	1,185	4,537
Repairs/maintenance	4,560	238	-	-	2,929	1,651	9,378
Equipment rental	3,622	-	2,000	-	1,097	-	6,719
Depreciation	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
Construction costs	-	-	-	-	-	-	-
<b>Total expenses</b>	<b>183,295</b>	<b>38,642</b>	<b>61,329</b>	<b>3,423</b>	<b>88,717</b>	<b>19,351</b>	<b>394,757</b>
Excess revenues (expenses)	-	-	-	-	-	-	-
Transfers in and (out)	-	-	-	-	-	-	-
Equipment transactions	-	-	-	-	-	-	-
Excess revenues (expenses) and transfers	-	-	-	-	-	-	-
Beginning net assets	-	-	-	-	-	-	-
Ending net assets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

The American Institute for Learning  
 Cultural Arts/Theater  
 Year Ended September 30, 1999

APPLICATION

	TCA Tour 1999	TCA Artist in Residence	TCA MM	TCA Artist in Residence	TCA 99020193	COA ACOT
<b>Revenues</b>						
Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other grants	3,541	4,500	14,139	1,052	1,806	4,325
Other	-	-	-	-	-	-
Total support and revenues	3,541	4,500	14,139	1,052	1,806	4,325
<b>Expenses</b>						
Salaries/benefits	3,039	-	11,753	-	1,618	3,325
Occupancy	-	-	-	-	-	-
Contract services	-	4,290	-	900	-	1,000
Supplies	-	210	634	152	188	-
Printing/copying	-	-	-	-	-	-
Postage	-	-	-	-	-	-
Telephone	-	-	166	-	-	-
Travel/transportation	459	-	-	-	-	-
Training	-	-	-	-	-	-
Advertising/public relations	-	-	41	-	-	-
Insurance	-	-	45	-	-	-
Publications/dues	-	-	-	-	-	-
Specific assistance	43	-	1,500	-	-	-
Repairs/maintenance	-	-	-	-	-	-
Equipment rental	-	-	-	-	-	-
Depreciation	-	-	-	-	-	-
Interest	-	-	-	-	-	-
Other	-	-	-	-	-	-
Construction costs	-	-	-	-	-	-
Total expenses	3,541	4,500	14,139	1,052	1,806	4,325
Excess revenues (expenses)	-	-	-	-	-	-
Transfers in and (out)	-	-	-	-	-	-
Equipment transactions	-	-	-	-	-	-
Excess revenues (expenses) and transfers	-	-	-	-	-	-
Beginning net assets	-	-	-	-	-	-
Ending net assets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



APPLICATION

COA Texas Hip Hop	TCA 9920350	COA MM Café	COA Cultural Warriors	Total Cultural Arts Theater
\$ -	\$ -	\$ -	\$ -	\$ -
3,803	7,152	9,577	-	49,895
-	-	-	-	-
3,803	7,152	9,577	-	49,895
-	6,866	7,667	-	34,268
3,643	-	-	-	3,643
160	286	-	-	6,636
-	-	1,910	-	3,094
-	-	-	-	-
-	-	-	-	-
-	-	-	-	166
-	-	-	-	459
-	-	-	-	-
-	-	-	-	41
-	-	-	-	45
-	-	-	-	-
-	-	-	-	1,543
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	45	45
-	-	-	-	-
3,803	7,152	9,577	45	49,940
-	-	-	(45)	(45)
-	-	-	45	45
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
\$ -	\$ -	\$ -	\$ -	\$ -

The American Institute for Learning  
 Transitional Housing  
 Year Ended September 30, 1999

APPLICATION

	<u>Transitional Housing</u>	<u>Housing</u>	<u>Super NOFA 97-98</u>	<u>Super NOFA 99</u>
<b>Revenues</b>				
Federal	\$ -	\$ -	\$ 2,123	\$ 232,673
Other grants	-	-	-	-
Other	131,810	205,274	-	-
Total support and revenues	131,810	205,274	2,123	232,673
<b>Expenses</b>				
Salaries/benefits	1,995	-	1,351	11,500
Occupancy	1,581	-	170	-
Contract services	-	-	450	-
Supplies	-	-	152	-
Printing/copying	-	-	-	-
Postage	-	-	-	-
Telephone	14	-	-	-
Travel/transportation	13	-	-	-
Training	-	-	-	-
Advertising/public relations	-	-	-	-
Insurance	89	-	-	133
Publications/dues	-	-	-	-
Specific assistance	-	-	-	-
Repairs/maintenance	16,325	-	-	-
Equipment rental	211	-	-	-
Depreciation	-	35,704	-	-
Interest	71,151	-	-	-
Other	97,574	-	-	221,040
Construction costs	-	-	-	-
Total expenses	188,953	35,704	2,123	232,673
Excess revenues (expenses)	(57,143)	169,570	-	-
Transfers in and (out)	-	-	-	-
Equipment transactions	-	-	-	-
Excess revenues (expenses) and transfers	(57,143)	169,570	-	-
Beginning net assets	-	(21,568)	-	-
Ending net assets	\$ (57,143)	\$ 148,002	\$ -	\$ -

## APPLICATION

ESG 1999	ESG 1998	Energy Masters	Other	Total
\$ 12,926	\$ 8,858	\$ -	\$ -	\$ 256,580
-	-	11,726	-	11,726
-	-	-	10,251	347,335
12,926	8,858	11,726	10,251	615,641
9,662	892	2,115	13,141	40,656
-	2,267	2,826	-	6,844
-	5,500	-	-	5,950
-	-	-	31	183
-	-	-	-	-
-	-	-	11	11
-	199	-	18	231
-	-	847	1,116	1,976
-	-	-	-	-
-	-	-	181	181
-	-	46	2,892	3,160
-	-	-	-	-
3,264	-	2,912	-	6,176
-	-	-	-	16,325
-	-	860	95	1,166
-	-	-	-	35,704
-	-	-	-	71,151
-	-	-	-	318,614
-	-	-	-	-
12,926	8,858	9,606	17,485	508,328
-	-	2,120	(7,234)	107,313
-	-	-	-	-
-	-	-	-	-
-	-	2,120	(7,234)	107,313
-	-	-	-	(21,568)
\$ -	\$ -	\$ 2,120	\$ (7,234)	\$ 85,745

The American Institute for Learning  
Construction Programs  
Year ended September 30, 1999

APPLICATION

	Earned		CHDO				
	Self Funded	TDHCA	NDC	Year 3	Year 4	Total	Total
<b>Revenues</b>							
Federal	\$ -	\$53,194	\$ 13,465	\$ 64,612	\$148,475	\$ 213,087	\$ 279,746
Other grants	-	-	-	-	-	-	-
Other	341,921	-	-	-	-	-	341,921
<b>Total support and revenues</b>	<b>341,921</b>	<b>53,194</b>	<b>13,465</b>	<b>64,612</b>	<b>148,475</b>	<b>213,087</b>	<b>621,667</b>
<b>Expenses</b>							
Salaries/benefits	30,082	-	11,561	5,369	3,296	8,665	50,308
Occupancy	274	-	-	-	-	-	274
Contract services	2,942	-	-	969	15,814	16,783	19,725
Supplies	-	-	1,904	133	31	164	2,068
Printing/copying	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-
Telephone	262	-	-	-	-	-	262
Travel/transportation	316	-	-	-	-	-	316
Training	-	-	-	-	-	-	-
Advertising/public relations	30	-	-	-	295	295	325
Insurance	469	-	-	849	2,992	3,841	4,310
Publications/dues	360	-	-	-	-	-	360
Specific assistance	-	-	-	-	-	-	-
Repairs/maintenance	-	-	-	-	-	-	-
Equipment rental	2,048	-	-	-	-	-	2,048
Depreciation	-	-	-	-	-	-	-
Interest	600	-	-	-	-	-	600
Other	18	-	-	24,402	3,299	27,701	27,719
Construction costs	269,856	15,000	-	-	119,331	119,331	404,187
<b>Total expenses</b>	<b>307,257</b>	<b>15,000</b>	<b>13,465</b>	<b>31,722</b>	<b>145,058</b>	<b>176,780</b>	<b>512,502</b>
<b>Excess revenues (expenses)</b>	<b>34,664</b>	<b>38,194</b>	<b>-</b>	<b>32,890</b>	<b>3,417</b>	<b>36,307</b>	<b>109,165</b>
Transfers in and (out)	-	-	-	-	-	-	-
Equipment transactions	-	-	-	-	-	-	-
<b>Excess revenues (expenses) and transfers</b>	<b>34,664</b>	<b>38,194</b>	<b>-</b>	<b>32,890</b>	<b>3,417</b>	<b>36,307</b>	<b>109,165</b>
Beginning net assets	-	-	-	-	-	-	-
<b>Ending net assets</b>	<b>\$ 34,664</b>	<b>\$38,194</b>	<b>\$ -</b>	<b>\$ 32,890</b>	<b>\$ 3,417</b>	<b>\$ 36,307</b>	<b>\$ 109,165</b>

The American Institute for Learning  
 Youth Corps Programs  
 Year Ended September 30, 1999

APPLICATION

	Youth Corps Programs			Total
	YouthBuild	Americorps	Other	
<b>Revenues</b>				
Federal	\$ 392,055	\$ 1,252,667	\$ 14,789	\$ 1,659,511
Other grants	-	-	301,782	301,782
Other	-	-	-	-
<b>Total support and revenues</b>	<b>392,055</b>	<b>1,252,667</b>	<b>316,571</b>	<b>1,961,293</b>
<b>Expenses</b>				
Salaries/benefits	369,974	1,091,482	290,758	1,752,214
Occupancy	6,549	38,138	1,750	46,437
Contract services	310	5,882	9,473	15,665
Supplies	2,986	31,515	5,747	40,248
Printing/copying	-	-	-	-
Postage	250	375	14	639
Telephone	2,057	7,522	240	9,819
Travel/transportation	2,515	7,470	2,275	12,260
Training	2,218	-	-	2,218
Advertising/public relations	75	1,333	-	1,408
Insurance	4,157	12,666	-	16,823
Publications/dues	-	-	-	-
Specific assistance	908	-	-	908
Repairs/maintenance	-	-	-	-
Equipment rental	56	54,092	180	54,328
Depreciation	-	-	-	-
Interest	-	-	-	-
Other	-	(50)	25	(25)
Construction costs	-	2,242	-	2,242
<b>Total expenses</b>	<b>392,055</b>	<b>1,252,667</b>	<b>310,462</b>	<b>1,955,184</b>
Excess revenues (expenses)	-	-	6,109	6,109
Transfers in and (out)	-	-	(6,109)	(6,109)
Equipment transactions	-	-	-	-
<b>Excess revenues (expenses) and transfers</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Beginning net assets	-	-	-	-
Ending net assets	\$ -	\$ -	\$ -	\$ -

The American Institute for Learning  
 YouthBuild  
 Year Ended September 30, 1999

APPLICATION

YouthBuild

	Outreach	Training	Participants	Counseling	Administration	Total
<b>Revenues</b>						
Federal	\$ 14,752	\$ 141,048	\$ 63,065	\$ 23,586	\$ 91,984	\$ 334,435
Other grants	-	-	-	-	-	-
Other	-	-	-	-	-	-
<b>Total support and revenues</b>	<b>14,752</b>	<b>141,048</b>	<b>63,065</b>	<b>23,586</b>	<b>91,984</b>	<b>334,435</b>
<b>Expenses</b>						
Salaries/benefits	13,764	125,204	63,065	21,571	91,899	315,503
Occupancy	-	6,549	-	-	-	6,549
Contract services	-	55	-	-	255	310
Supplies	582	1,674	-	542	-	2,798
Printing/copying	-	-	-	-	-	-
Postage	150	100	-	-	-	250
Telephone	215	1,277	-	565	-	2,057
Travel/transportation	41	1,976	-	-	(170)	1,847
Training	-	-	-	-	-	-
Advertising/public relations	-	-	-	-	-	-
Insurance	-	4,157	-	-	-	4,157
Publications/dues	-	-	-	-	-	-
Specific assistance	-	-	-	908	-	908
Repairs/maintenance	-	-	-	-	-	-
Equipment rental	-	56	-	-	-	56
Depreciation	-	-	-	-	-	-
Interest	-	-	-	-	-	-
Other	-	-	-	-	-	-
Construction costs	-	-	-	-	-	-
<b>Total expenses</b>	<b>14,752</b>	<b>141,048</b>	<b>63,065</b>	<b>23,586</b>	<b>91,984</b>	<b>334,435</b>
Excess revenues (expenses)	-	-	-	-	-	-
Transfers in and (out)	-	-	-	-	-	-
Equipment transactions	-	-	-	-	-	-
Excess revenues (expenses) and transfers	-	-	-	-	-	-
Beginning net assets	-	-	-	-	-	-
Ending net assets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

APPLICATION

YouthBuild CBI	Total YouthBuild
\$ 57,620	\$ 392,055
-	-
-	-
57,620	392,055
54,471	369,974
-	6,549
-	310
188	2,986
-	-
-	250
-	2,057
668	2,515
2,218	2,218
75	75
-	4,157
-	-
-	908
-	-
-	56
-	-
-	-
-	-
-	-
57,620	392,055
-	-
-	-
-	-
-	-
-	-
\$ -	\$ -

The American Institute for Learning  
AmeriCorps  
Year Ended September 30, 1999

APPLICATION

	AmeriCorps - Casa Verde Year 4					
	Casa Verde Staff	Casa Verde Operations	Casa Verde Participants	Casa Verde Evaluation	Casa Verde Admin.	Casa Verde Total
Revenues						
Federal	\$ 97,193	\$ 24,705	\$ 56,373	\$ 844	\$ 18,912	\$ 198,027
Other grants	-	-	-	-	-	-
Other	-	-	-	-	-	-
Total support and revenues	97,193	24,705	56,373	844	18,912	198,027
Expenses						
Salaries/benefits	97,193	-	56,373	844	16,224	170,634
Occupancy	-	8,456	-	-	-	8,456
Contract services	-	500	-	-	2,688	3,188
Supplies	-	4,587	-	-	-	4,587
Printing/copying	-	-	-	-	-	-
Postage	-	-	-	-	-	-
Telephone	-	301	-	-	-	301
Travel/transportation	-	(55)	-	-	-	(55)
Training	-	-	-	-	-	-
Advertising/public relations	-	275	-	-	-	275
Insurance	-	101	-	-	-	101
Publications/dues	-	-	-	-	-	-
Specific assistance	-	-	-	-	-	-
Repairs/maintenance	-	-	-	-	-	-
Equipment rental	-	9,234	-	-	-	9,234
Depreciation	-	-	-	-	-	-
Interest	-	-	-	-	-	-
Other	-	-	-	-	-	-
Construction costs	-	1,306	-	-	-	1,306
Total expenses	97,193	24,705	56,373	844	18,912	198,027
Excess revenues (expenses)	-	-	-	-	-	-
Transfers in and (out)	-	-	-	-	-	-
Equipment transactions	-	-	-	-	-	-
Excess revenues (expenses) and transfers	-	-	-	-	-	-
Beginning net assets	-	-	-	-	-	-
Ending net assets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



APPLICATION

AmeriCorps E-Corps - Year 4				Total AmeriCorps Year 4	AmeriCorps Casa Verde Year 5			
E-Corps Staff	E-Corps Operations	E-Corps Participants	E-Corps Total		Staff	Operations	Stipends	Training
\$ 40,694	\$ 3,213	\$ 28,683	\$ 72,590	\$ 270,617	\$ 377,023	\$ 127,489	\$ 422,253	\$ 2,925
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
40,694	3,213	28,683	72,590	270,617	377,023	127,489	422,253	2,925
40,694	-	28,683	69,377	240,011	377,023	-	422,253	-
-	683	-	683	9,139	-	28,999	-	-
-	122	-	122	3,310	-	2,572	-	-
-	1,521	-	1,521	6,108	-	25,407	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	375	-	-
-	(2)	-	(2)	299	-	7,223	-	-
-	-	-	-	(55)	-	4,600	-	2,925
-	-	-	-	-	-	-	-	-
-	64	-	64	339	-	994	-	-
-	-	-	-	101	-	12,400	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	825	-	825	10,059	-	44,033	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	(50)	-	-
-	-	-	-	1,306	-	936	-	-
40,694	3,213	28,683	72,590	270,617	377,023	127,489	422,253	2,925
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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The American Institute for Learning  
 AmeriCorps - Continued  
 Year Ended September 30, 1999

APPLICATION

	<u>AmeriCorps Casa Verde Year 5</u>		<u>Total</u>
	<u>Admin</u>	<u>Total</u>	<u>AmeriCorps</u>
Revenues			
Federal	\$ 52,360	\$ 982,050	\$ 1,252,667
Other grants	-	-	-
Other	-	-	-
Total support and revenues	<u>52,360</u>	<u>982,050</u>	<u>1,252,667</u>
Expenses			
Salaries/benefits	52,195	851,471	1,091,482
Occupancy	-	28,999	38,138
Contract services	-	2,572	5,882
Supplies	-	25,407	31,515
Printing/copying	-	-	-
Postage	-	375	375
Telephone	-	7,223	7,522
Travel/transportation	-	7,525	7,470
Training	-	-	-
Advertising/public relations	-	994	1,333
Insurance	165	12,565	12,666
Publications/dues	-	-	-
Specific assistance	-	-	-
Repairs/maintenance	-	-	-
Equipment rental	-	44,033	54,092
Depreciation	-	-	-
Interest	-	-	-
Other	-	(50)	(50)
Construction costs	-	936	2,242
Total expenses	<u>52,360</u>	<u>982,050</u>	<u>1,252,667</u>
Excess revenues (expenses)	-	-	-
Transfers in and (out)	-	-	-
Equipment transactions	-	-	-
Excess revenues (expenses) and transfers	-	-	-
Beginning net assets	-	-	-
Ending net assets	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

The American Institute for Learning  
Other Youth Corps Grants  
Year Ended September 30, 1999

APPLICATION

	JC Penney Fund	COA YCS	Bull Creek Kiosk	Bull Creek Watershed	1998 BFI	1999 BFI
Revenues						
Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other grants	30,000	227,890	2,592	9,000	5,612	-
Other	-	-	-	-	-	-
Total support and revenues	30,000	227,890	2,592	9,000	5,612	-
Expenses						
Salaries/benefits	30,000	227,890	-	-	5,612	-
Occupancy	-	-	-	-	-	-
Contract services	-	-	1,150	8,223	-	-
Supplies	-	-	1,379	569	-	-
Printing/copying	-	-	-	-	-	-
Postage	-	-	-	-	-	-
Telephone	-	-	-	-	-	-
Travel/transportation	-	-	63	6	-	-
Training	-	-	-	-	-	-
Advertising/public relations	-	-	-	-	-	-
Insurance	-	-	-	-	-	-
Publications/dues	-	-	-	-	-	-
Specific assistance	-	-	-	-	-	-
Repairs/maintenance	-	-	-	-	-	-
Equipment rental	-	-	-	-	-	-
Depreciation	-	-	-	-	-	-
Interest	-	-	-	-	-	-
Other	-	-	-	-	-	-
Construction costs	-	-	-	-	-	-
Total expenses	30,000	227,890	2,592	8,798	5,612	-
Excess revenues (expenses)	-	-	-	202	-	-
Transfers in and (out)	-	-	-	(202)	-	-
Equipment transactions	-	-	-	-	-	-
Excess revenues (expenses) and transfers	-	-	-	-	-	-
Beginning net assets	-	-	-	-	-	-
Ending net assets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

APPLICATION

Powell	1999 Home Depot	Home Depot 2	PDAT	EPA Environ Education	LCRA McKinney	TPW St St. Edwards Trail	Total Other
\$ -	\$ -	\$ -	\$ -	\$ 14,789	\$ -	\$ -	\$ 14,789
5,000	717	7,470	2,738	-	5,907	4,856	301,782
-	-	-	-	-	-	-	-
5,000	717	7,470	2,738	14,789	5,907	4,856	316,571
4,000	-	7,470	-	11,529	-	4,257	290,758
-	-	-	-	1,750	-	-	1,750
-	-	-	-	100	-	-	9,473
1,000	703	-	672	825	-	599	5,747
-	-	-	-	-	-	-	-
-	14	-	-	-	-	-	14
-	-	-	-	240	-	-	240
-	-	-	2,066	140	-	-	2,275
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	180	-	-	180
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	25	-	-	25
-	-	-	-	-	-	-	-
5,000	717	7,470	2,738	14,789	-	4,856	310,462
-	-	-	-	-	5,907	-	6,109
-	-	-	-	-	(5,907)	-	(6,109)
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

The American Institute for Learning  
 Youth Works  
 Year Ended September 30, 1999

APPLICATION

	Meadows	TDHAC Operations	TDHCA Start UP
Revenues			
Federal	\$ -	\$ 21,191	\$ 20,000
Other grants	59,174	-	-
Other	-	-	-
Total support and revenues	<u>59,174</u>	<u>21,191</u>	<u>20,000</u>
Expenses			
Salaries/benefits	3,697	22,455	19,720
Occupancy	-	-	-
Contract services	89	-	-
Supplies	291	697	-
Printing/copying	-	-	-
Postage	37	101	-
Telephone	-	-	-
Travel/transportation	3,613	400	280
Training	-	-	-
Advertising/public relations	-	92	-
Insurance	-	160	-
Publications/dues	800	-	-
Specific assistance	-	-	-
Repairs/maintenance	-	87	-
Equipment rental	-	-	-
Depreciation	-	-	-
Interest	-	-	-
Other	50,647	1,402	-
Construction costs	-	-	-
Total expenses	<u>59,174</u>	<u>25,394</u>	<u>20,000</u>
Excess revenues (expenses)	-	(4,203)	-
Transfers in and (out)	-	-	-
Equipment transactions	-	-	-
Excess revenues (expenses) and transfers	-	(4,203)	-
Beginning net assets	-	-	-
Ending net assets	<u>\$ -</u>	<u>\$ (4,203)</u>	<u>\$ -</u>

Other	Total
\$ 377,299	\$ 418,490
-	59,174
-	-
377,299	477,664
-	45,872
-	-
-	89
-	988
-	-
-	138
-	-
-	4,293
-	-
-	92
-	160
-	800
-	-
-	87
-	-
-	-
-	-
377,299	429,348
-	-
377,299	481,867
-	(4,203)
-	-
-	-
-	(4,203)
-	-
\$ -	\$ (4,203)

American Institute for Learning  
Youth Works - Other  
September 30, 1999

APPLICATION

	Gulf Coast	South Plains CAA	Positive Solutions	Hope Action	Harlingen	Total
<b>Revenues</b>						
Federal	\$ 197,335	\$ 113,996	\$ 27,701	\$ 31,325	\$ 6,942	\$ 377,299
Other grants	-	-	-	-	-	-
Other	-	-	-	-	-	-
<b>Total support and revenues</b>	<b>197,335</b>	<b>113,996</b>	<b>27,701</b>	<b>31,325</b>	<b>6,942</b>	<b>377,299</b>
<b>Expenses</b>						
Salaries/benefits	-	-	-	-	-	-
Occupancy	-	-	-	-	-	-
Contract services	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Printing/copying	-	-	-	-	-	-
Postage	-	-	-	-	-	-
Telephone	-	-	-	-	-	-
Travel/transportation	-	-	-	-	-	-
Training	-	-	-	-	-	-
Advertising/public relations	-	-	-	-	-	-
Insurance	-	-	-	-	-	-
Publications/dues	-	-	-	-	-	-
Specific assistance	-	-	-	-	-	-
Repairs/maintenance	-	-	-	-	-	-
Equipment rental	-	-	-	-	-	-
Depreciation	-	-	-	-	-	-
Interest	-	-	-	-	-	-
Other	197,335	113,996	27,701	31,325	6,942	377,299
Construction costs	-	-	-	-	-	-
<b>Total expenses</b>	<b>197,335</b>	<b>113,996</b>	<b>27,701</b>	<b>31,325</b>	<b>6,942</b>	<b>377,299</b>
<b>Excess revenues (expenses)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Transfers in and (out)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Equipment transactions</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Excess revenues (expenses) and transfers</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Beginning net assets</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Ending net assets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



The American Institute for Learning  
 Schedule of Expenditures of Federal Awards  
 For the Year Ended September 30, 1999

APPLICATION

Federal Grantor/pass-through Grantor/Program Title	Federal CFDA Number	Federal Expenditures
<u>U.S. Department of Labor</u>		
Direct - Employment Training Act	17.429	\$ 50,955
Passed through Texas Workforce Commission (TWC)		
JTPA - IIB	17.250	149,236
Wagner-Peyser	17.207	58,647
Total passed through TWC		<u>207,883</u>
Total Department of Labor		258,838
<u>U.S. Department of Housing and Urban Development</u>		
Direct Programs		
YouthBuild	14.243	392,055
Supportive Housing Program '97-'98	14.970	2,123
Supportive Housing Program '98-'99	14.970	232,673
Total Direct Programs		<u>626,851</u>
Passed through Texas Department of Housing and Community Affairs		
HOME	14.239	418,490
HOME	14.239	53,194
		<u>471,684</u>
Passed through City of Austin		
Emergency Shelter Grant - 1998	14.231	8,858
Emergency Shelter Grant - 1999	14.231	12,926
CHDO 3	14.239	64,612
CHDO 4	14.239	148,475
Total passed through City of Austin		<u>234,871</u>
Total Department of Housing and Urban Development		1,333,406
<u>Corporation for National Service</u>		
Passed through Texas Commission on Volunteerism and Community Service		
AmeriCorps - Year 4	94.006	270,617
AmeriCorps - Year 5	94.006	982,050
		<u>1,252,667</u>
<u>U.S. Department of Commerce (Economic Development Council)</u>		
Construction of job training facility	66.604	450,000
<u>U.S. Department of Energy</u>		
Greenbuild America	81.970	44,634
<u>U.S. Department of Education</u>		
Passed through Texas Education Agency		
Start Up - 1999	84.282A	10,684
Title I	84.010	35,374
Title 2	84.010	1,033
Title 4		891
Title VI	84.298	1,704
		<u>49,686</u>
<u>National Development Council</u>		
	14.xxx	13,465
<u>Environmental Protection Agency</u>		
Environmental Education	66.951	14,789
		<u>\$ 3,417,485</u>

The American Institute for Learning  
 Schedule of Expenditures of State Awards  
 For the Year Ended September 30, 1999

APPLICATION

State Grantor/pass-through Grantor/Program Title	Identification Number	Grant Expenditures
Telecommunications Infrastructure Fund Internet Access for Secondary Schools	UF-97-PUS-0078	\$ (686)
<u>Texas Commission on the Arts</u>		
Contract #99-20193	98-19289	1,806
Contract #99-20350	98-19597	7,152
Artist in Residence	98-19341	4,500
Artist in Residence	99-	1,052
Multi-Media	98-19260	14,139
99 Tour	99-20125	<u>3,541</u>
Total TCA		32,190
<u>Texas Education Agency</u>		
State Aid Entitlements 1998-99	227-801	898,649
State Aid Entitlements 1999-2000	227-801	77,608
Basic Charter	227-801	26,682
Breakfast program	227-801	1,823
Technology allotment	227-801	<u>3,810</u>
		1,008,572
<u>Texas Youth Commission</u>		
Chemical Dependency Counseling Services		18,825
<u>Texas Parks &amp; Wildlife Department</u>		
St. Edwards Trail		4,856
TPWD		<u>2,434</u>
		<u>7,290</u>
		<u>\$ 1,066,191</u>

The American Institute for Learning  
Notes to the Schedules of Expenditures of Federal and State Awards  
For the Year Ended September 30, 1999

**Note 1 - Basis of Presentation**

The accompanying schedule of expenditures of federal awards and schedule of expenditures of state awards include the federal grant activity and state grant activity, respectively, of The American Institute for Learning and are presented on the accrual basis of accounting. The information in these schedules is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and *The State of Texas Single Audit Circular*. Therefore, some amounts presented in these schedules may differ from amounts presented in, or used in the preparation of, the basic financial statements.

**Note 2 - Revenue Recognition**

Grant revenues from governmental agencies and other grantors are recognized when compliance with the various grant requirements is achieved. Usually this occurs at the time of the expenditures are made and any grant matching requirements are met.

**Note 3 - CFDA and Pass-Through Agency Numbers**

CFDA numbers and Pass-Through Agency numbers are provided where possible. The missing numbers were not provided by the funding agencies and were not readily available.

COMPLIANCE AND INTERNAL CONTROLS SECTION

REPORT ON COMPLIANCE AND ON INTERNAL CONTROL  
OVER FINANCIAL REPORTING BASED ON AN AUDIT OF  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH *GOVERNMENT AUDITING STANDARDS*  
AND *THE STATE OF TEXAS SINGLE AUDIT CIRCULAR*

APPLICATION

Board of Directors  
American Institute for Learning

We have audited the financial statements of the American Institute for Learning as of and for the year ended September 30, 1999, and have issued our report thereon dated November 24, 1999. We conducted our audit in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and *The State of Texas Single Audit Circular*, issued by the Governor's Office of Budget and Planning.

Compliance

As part of obtaining reasonable assurance about whether the American Institute for Learning financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards* or *The State of Texas Single Audit Circular*.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the American Institute for Learning's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting. Our consideration of the internal control over financial reporting would not necessarily disclose all matters in the internal control over financial reporting that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over financial reporting and its operating that we consider to be material weaknesses.

This report is intended for the information of the management, the Board of Directors, and federal and state awarding agencies and pass-through entities. However, this report is a matter of public record and its distribution is not limited.

*Lockart, Atchley & Associates, L.L.P.*

Austin, Texas  
November 24, 1999

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REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE  
TO EACH MAJOR PROGRAM AND INTERNAL CONTROL OVER  
COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133  
AND THE STATE OF TEXAS SINGLE AUDIT CIRCULAR

APPLICATION

Board of Directors  
American Institute for Learning

Compliance

We have audited the compliance of American Institute for Learning with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* and *The State of Texas Single Audit Circular* that are applicable to each of its major federal and state programs for the year ended September 30, 1999. American Institute for Learning's major federal and state programs are identified in the accompanying summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal and state programs is the responsibility of American Institute for Learning's management. Our responsibility is to express an opinion on American Institute for Learning's compliance based on our audit.

We conducted our audit of compliance in accordance with generally accepted auditing standards; the standards applicable to financial audits contained in *Governmental Auditing Standards*, issued by the Comptroller General of the United States; OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*; and *The State of Texas Single Audit Circular*, issued by the Governor's Office of Budget and Planning. Those standards, OMB Circular A-133 and the *State of Texas Single Audit Circular* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal or state program occurred. An audit includes examining, on a test basis, evidence about American Institute for Learning's compliance with those requirements and performing such other procedures as we considers necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on American Institute for Learning's compliance with those requirements.

In our opinion American Institute for Learning complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended September 30, 1999.

Internal Control Over Compliance

The management of American Institute for Learning is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts and grants applicable to federal and state programs. In planning and performing our audit, we considered American Institute for Learning's internal control over compliance with requirements that could have a direct and material effect on a major federal or state program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133.

APPLICATION

Our consideration of the internal control over compliance would not necessarily disclose all matters in the internal control that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that noncompliance with applicable requirements of laws, regulations, contracts and grants that would be material in relation to a major federal or state program being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over compliance and its operation that we consider to be material weaknesses.

This report is intended for the information of the management, the Board of Directors, and federal and state awarding agencies and pass-through entities. However, this report is a matter of public record and its distribution is not limited.

*Lockart, Atchley & Associates, L.L.P.*  
Austin, Texas  
November 24, 1999

The American Institute for Learning  
 Schedule of Findings and Questioned Costs  
 Year Ended September 30, 1999

APPLICATION

**I. Summary of Auditors' Results**

- a. The type of report issued was an unqualified opinion.
- b. No material weaknesses in internal control were identified by the audit of the financial statements.
- c. No reportable conditions were reported that were not considered to be material weaknesses.
- d. The audit disclosed no instances of noncompliance which are material to the financial statements.
- e. No material weaknesses in internal control over major programs were identified by the audit.
- f. No reportable conditions were reported that were not considered to be material weaknesses.
- g. The type of report issued on compliance for major programs was an unqualified opinion.
- h. There were no findings which are required to be reported by the auditor.
- i. The major programs were:

<u>CFDA No.</u>		<u>Name of Program</u>
14.239	Federal	HOME
94.006	Federal	Americorps
66.604	Federal	Economic Development Admin. - Facility construction
N/A	State	TEA State Entitlements (Foundation)

- j. The dollar threshold used to distinguish between Type A and Type B programs was \$300,000.
- k. The American Institute for Learning was classified as a low-risk auditee.

**II. Findings relating to the Financial Statement Which are Required to be Reported in Accordance with *Generally Accepted Government Auditing Standards* or *The State of Texas Single Audit Circular*.**

There were no findings relating to the financial statements which are required to be reported in accordance with *Generally Accepted Government Auditing Standards* or *The State of Texas Single Audit Circular*.

**III. Findings and Questioned Costs for Federal and State Awards**

There were no findings or questioned costs for Federal or State Awards for the year ended September 30, 1999, or for the year ended September 30, 1998.



# ATTACHMENT # 24

10 B.4. Business Plan

Lease Agreements, Deeds and Liens

# AGREEMENT TO PROVIDE INSURANCE

APPLICATION

Grantor: American Institute for Learning  
216 E. 4th St.  
Austin, TX 78701

Lender: Bank One, Texas, N.A.  
Austin Business Banking LPO  
7600 Burnet Road, Ste. 200  
Austin, TX 78757

**INSURANCE REQUIREMENTS.** Grantor, American Institute for Learning ("Grantor"), understands that insurance coverage is required in connection with the extending of a loan or the providing of other financial accommodations to Grantor by Lender. These requirements are set forth in the security documents for the loan. The following minimum insurance coverages must be provided on the following described collateral (the "Collateral"):

Collateral: 216 E. 4th St., Austin, TX 78701.

Type: Fire and extended coverage.

Amount: Full Insurable Value.

Basis: Replacement value.

Endorsements: Standard mortgagee's clause with stipulation that coverage will not be cancelled or diminished without a minimum of 30 days prior written notice to Lender, and without disclaimer of the insurer's liability for failure to give such notice.

Latest Delivery Date: By the loan closing date.

**INSURANCE COMPANY.** Grantor may obtain insurance from any insurance company Grantor may choose that is reasonably acceptable to Lender. Grantor understands that credit may not be denied solely because insurance was not purchased through Lender.

**FLOOD INSURANCE.** Flood Insurance for the Collateral securing this loan is described as follows:

Real Estate at 216 E. 4th St., Austin, TX 78701.

The Collateral securing this loan is not currently located in an area identified as having special flood hazards. Therefore, no special flood hazard insurance is necessary at this time. Should the Collateral at any time be deemed to be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Collateral is located in a special flood hazard area, for the full unpaid balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program or from private insurers.

**GRANTOR TO PROVIDE INSURANCE.** Grantor agrees to deliver to Lender, on the latest delivery date stated above, evidence of the required insurance as provided above, with an effective date of July 2, 2000, or earlier. Grantor acknowledges and agrees that if Grantor fails to provide any required insurance or fails to continue such insurance in force, Lender may do so at Grantor's expense as provided in the applicable security document. The cost of any such insurance, at the option of Lender, shall be payable on demand or shall be added to the indebtedness as provided in the security document. GRANTOR ACKNOWLEDGES THAT IF LENDER SO PURCHASES ANY SUCH INSURANCE, THE INSURANCE WILL PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE COLLATERAL, UP TO AN AMOUNT EQUAL TO THE LESSER OF (1) THE UNPAID BALANCE OF THE DEBT, EXCLUDING ANY UNEARNED FINANCE CHARGES, OR (2) THE VALUE OF THE COLLATERAL; HOWEVER, GRANTOR'S EQUITY IN THE COLLATERAL MAY NOT BE INSURED. IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.

**AUTHORIZATION.** For purposes of insurance coverage on the Collateral, Grantor authorizes Lender to provide to any person (including any insurance agent or company) all information Lender deems appropriate, whether regarding the Collateral, the loan or other financial accommodations, or both.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT TO PROVIDE INSURANCE AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED JULY 2, 2000.**

GRANTOR:

AMERICAN INSTITUTE FOR LEARNING

By: Joann Midwikis  
Joann Midwikis, Director of American Institute for Learning

FOR LENDER USE ONLY  
INSURANCE VERIFICATION

DATE: \_\_\_\_\_

PHONE: \_\_\_\_\_

AGENT'S NAME: \_\_\_\_\_

AGENCY: \_\_\_\_\_

INSURANCE COMPANY: \_\_\_\_\_

POLICY NUMBER: \_\_\_\_\_

EFFECTIVE DATES: \_\_\_\_\_

*Attached  
INS paper  
next page.*

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# NOTICE OF FINAL AGREEMENT

APPLICATION

**Borrower:** American Institute for Learning  
216 E. 4th St.  
Austin, TX 78701

**Lender:** Bank One, Texas, N.A.  
Austin Business Banking LPO  
7600 Burnet Road, Ste. 200  
Austin, TX 78757

THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

As used in this Notice, the following terms have the following meanings:

**Loan.** The term "Loan" means the following described loan: a non-precomputed Fixed Rate (9.600%) Nondisclosable Balloon Loan to a Corporation for \$900,000.00 due on July 2, 2007.

**Loan Agreement.** The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

### LOAN DOCUMENTS

Loan Checklist  
TX Modification of Deed of Trust  
Disbursement Request and Authorization  
Notice of Final Agreement  
Boarding Data Sheet: [REDACTED]

Change In Terms Agreement  
Agreement to Provide Insurance: Real property located at 216 E. 4th St., Austin, TX 78701; owned by American Institute for Learning

**Parties.** The term "Parties" means Bank One, Texas, N.A. and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:

**Borrower:** American Institute for Learning  
**Grantor 1:** American Institute for Learning

This Notice of Final Agreement is given by Bank One, Texas, N.A. pursuant to Section 26.02 of the Texas Business and Commerce Code. Each party who signs below, other than Bank One, Texas, N.A., acknowledges, represents, and warrants to Bank One, Texas, N.A. that it has received, read and understood this Notice of Final Agreement. This Notice is dated July 2, 2000.

**BORROWER:**

AMERICAN INSTITUTE FOR LEARNING

By: Joann Midwikis  
Joann Midwikis, Director of American Institute for Learning

**GRANTOR:**

AMERICAN INSTITUTE FOR LEARNING

By: Joann Midwikis  
Joann Midwikis, Director of American Institute for Learning

**LENDER:**

BANK ONE, TEXAS, N.A.

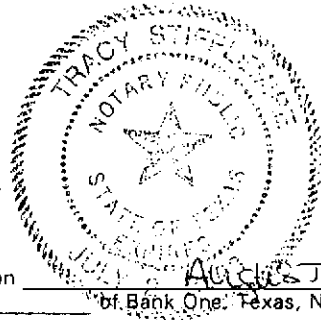
X \_\_\_\_\_  
Authorized Signer

LENDER ACKNOWLEDGMENT

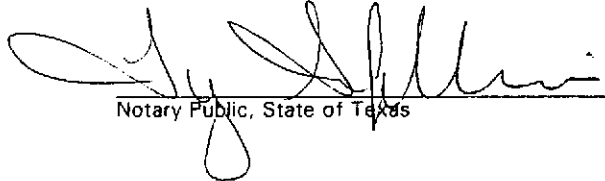
STATE OF TEXAS )

) SS

COUNTY OF TRAVIS )



This instrument was acknowledged before me on August 17, 2000 by Alix Obermeyer  
Vice-President of Bank One, Texas, N.A., on behalf of Bank One, Texas, N.A..

  
\_\_\_\_\_  
Notary Public, State of Texas



# ACKNOWLEDGMENT AND CONSENT

APPLICATION

Borrower: American Institute for Learning  
216 E. 4th St.  
Austin, TX 78701

Lender: Bank One, Texas, N.A.  
Austin Business Banking LPO  
7600 Burnet Road, Ste. 200  
Austin, TX 78757

This ACKNOWLEDGMENT AND CONSENT is attached to and by this reference is made a part of the Change in Terms Agreement, dated July 2, 2000, and executed in connection with a loan or other financial accommodations between BANK ONE, TEXAS, N.A. and American Institute for Learning.

## ACKNOWLEDGMENT AND CONSENT BY EACH OWNER OF COLLATERAL:

The undersigned hereby (i) consents to the modification of the Note and Related Documents and to all other matters in the Agreement to which this Acknowledgment is attached; (ii) reaffirms the agreement granting a security interest in and lien upon certain property which was executed by the undersigned dated February 24, 1999 and any other agreements, documents and instruments securing or otherwise related thereto (the "Security Documents"); (iii) acknowledges that the Security Documents continue in full force and effect, remain unchanged (except and specifically modified hereby) and are valid, binding and enforceable in accordance with their respective terms; (iv) agrees that all references, if any, in the Security Documents to the Note or Related Documents are modified to refer to those documents as modified by the Agreement; and (v) agrees to be bound by the release of Lender as set forth in the Agreement. All capitalized terms above not otherwise defined have the meanings given them in the Agreement.

## OWNER OF COLLATERAL:

American Institute for Learning

By

Typed or printed name:

Title:

*Joanne Midwikis*  
JOANNE MIDWIKIS  
CHAIRMAN / DIRECTOR

THIS ACKNOWLEDGMENT AND CONSENT IS EXECUTED ON JULY 2, 2000.

BORROWER:

AMERICAN INSTITUTE FOR LEARNING

By:

*Joanne Midwikis*  
Joann Midwikis, Director of American Institute for Learning

# ACORD CERTIFICATE OF LIABILITY INSURANCE

ID DW APPL DATE (MM/DD/YY)  
FORMER-15 GAZON0

PRODUCER  
Numberline Insurance Services  
P.O. Box 2083  
Austin TX 78768  
Phone: 800-331-8959 Fax: 512-434-8640

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE

INSURED  
American YouthWorks  
216 E. 4th  
Austin TX 78701

INSURER A: First National Ins. Co. of Am.  
INSURER B: General Ins. Co. of America  
INSURER C: Safeco Insurance Company of AM  
INSURER D:  
INSURER E:

COVERAGES  
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Misconduct GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC	[REDACTED]	09/26/99	09/26/00	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	[REDACTED]	09/26/99	09/26/00	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	[REDACTED]			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	[REDACTED]			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	[REDACTED]	09/26/99	09/26/00	WC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000
OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER  
N ADDITIONAL INSURED; INSURER LETTER:  
BANAUS 6  
Bank One Texas NA  
Alix Obermeyer  
Austin TX

CANCELLATION  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
*Harold L. Hunter Jr.*

## REAL PROPERTY LEASE AGREEMENT

This Lease Agreement (hereinafter referred to as the "Agreement") made and entered into this 1<sup>st</sup> day of October 1999 by and between Austin Charter Schools, Inc. whose address is 204 East 4<sup>th</sup> Street, Austin, Texas 78701 (hereinafter referred to as "Lessor") and the American Institute for Learning whose address is 422 Congress Avenue, Austin, Texas 78701 (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor is the fee owner of certain real property in Travis County, Texas, such real property having the street addresses of 422 Congress Avenue, and 101, 103 and 105 West 5<sup>th</sup> Street, Austin, Texas, 78701.

WHEREAS, Lessor is desirous of leasing the Premises to Lessee upon the terms and conditions as contained herein; and

WHEREAS, Lessee is desirous of leasing the Premises from Lessor on the terms and conditions as contained herein;

NOW, THEREFORE, the parties hereby agree as follows:

1. **TERM.** Lessor leases to Lessee and Lessee leases from Lessor the above described Premises together with any and all appurtenances thereto, for a term of one year, such term beginning on October 1, 1998 and ending at 12 o'clock midnight on September 30, 1999.

2. **RENT.** The total rent for the term hereof is the sum of EIGHTY THOUSAND DOLLARS AND FOUR CENTS (\$80,000.04) payable on the 1<sup>st</sup> day of each month of the term, in equal installments of SIX THOUSAND SIX HUNDRED SIXTY SIX DOLLARS AND SIXTY SEVEN CENTS (\$6,666.67), first installment to be paid upon the execution of this Agreement. Monthly payments shall be made to Lessor at Lessor's address as set forth in the preamble to this Agreement on or before the due date and without demand.



3. **USE OF PREMISES.** The Premises shall be used and occupied by Lessee as a facility to provide educational, job training and all necessary related supportive services exclusively. Lessee shall not allow any other use of the Premises without first obtaining Lessor's written consent to such use. Lessee shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

4. **CONDITION OF PREMISES.** Lessee stipulates, represents and warrants that Lessee has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

5. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign this Agreement, or sublet or grant any license to use the Premises or any part thereof without the prior written consent of Lessor. A consent by Lessor to one such assignment, subletting or license shall not be deemed to be a consent to any subsequent assignment, subletting or license. An assignment, subletting or license without the prior written consent of Lessor shall be absolutely null and void, and shall, at Lessor's option, terminate this Agreement.

6. **ALTERATIONS AND IMPROVEMENTS.** Lessee shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Lessor. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Lessee shall, unless otherwise provided by written agreement between Lessor and Lessee, be and become the property of Lessor and remain on the Premises at the expiration or earlier termination of this Agreement.

**7. NON-DELIVERY OF POSSESSION.** In the event Lessor cannot deliver possession of the Premises to Lessee upon the commencement of the Lease term, through no fault of Lessor or its agents, then Lessor or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Lessor or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Lessee agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Lessor or its agents, then this Agreement and all rights hereunder shall terminate.

**8. HAZARDOUS MATERIALS.** Lessee shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**9. UTILITIES.** Lessee shall be responsible for arranging for and paying for all utility services required on the Premises.

**10. MAINTENANCE AND REPAIR; RULES.** Lessee will, at its sole expense, keep and maintain the Premises and appurtenances in good, sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Lessee shall: (a) not obstruct the street, sidewalks, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only; (b) keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair; (c) not leave windows or doors in an open position during any inclement weather; (d) not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Lessor; (e) keep all air conditioning filters clean and free from dirt; (f) keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed; Lessee shall not allow any sweepings, rubbish, sand, rags, ashes or other

substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Lessee; (g) deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of the Premises.

**11. DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Lessor and Lessee up to the time of such injury or destruction of the Premises, Lessee paying rentals up to such date and Lessor refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Lessor shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Lessor exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

**12. INSPECTION OF PREMISES.** Lessor and Lessor's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of (a) inspecting the Premises and all buildings and improvements thereon; (b) making any repairs, additions or alterations as may be deemed appropriate by Lessor for the preservation of the Premises or the building; (c) exhibiting the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Agreement; and (d) removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

**13. SUBORDINATION OF LEASE.** This Agreement and Lessee's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Lessor, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

**14. LESSEE'S HOLD OVER.** If Lessee remains in possession of the Premises with the consent of Lessor after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Lessor and Lessee which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at SIX THOUSAND SIX HUNDRED SIXTY SIX DOLLARS AND SIXTY SEVEN CENTS (\$6,666.67) per month and that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.

**15. SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Lessee shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

**16. INDEMNIFICATION.** Lessor shall not be liable for any damage or injury of or to the Lessee, Lessee's Board of Directors, employees, agents and assigns, or to any person entering the Premises or to the goods, equipment, structure or equipment of the structure which are a part of the Premises, and Lessee hereby agrees to indemnify, defend and hold Lessor harmless from any and all claims or assertions of every kind and nature.

17. **DEFAULT.** If Lessee fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Lessor, or materially fails to comply with any duties imposed on Lessee by statute, within seven (7) days after delivery of written notice by Lessor specifying the non-compliance and indicating the intention of Lessor to terminate the Agreement by reason thereof, Lessor may terminate this Agreement. If Lessee fails to pay rent when due and the default continues for seven (7) days hereafter, Lessor may, at Lessor's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Lessor at law or in equity or may immediately terminate this Agreement.

18. **LATE CHARGE.** In the event that any payment required to be paid by Lessee hereunder is not made within five (5) days of when due, Lessor may charge Lessee, in addition to such payment or other charges due hereunder, a "late fee" in the amount of THREE HUNDRED THIRTY THREE DOLLARS AND THIRTY THREE CENTS (\$333.33).

19. **ABANDONMENT.** If at any time during the term of this Agreement Lessee abandons the Premises or any part thereof, Lessor may, at Lessor's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Lessee for damages or for any payment of any kind whatever. Lessor may, at Lessor's discretion, as agent for Lessee, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of reentry is exercised following abandonment of the Premises by Lessee, then Lessor shall consider any personal property belonging to Lessee and left on the Premises to also have been abandoned, in which case Lessor may dispose of

all such personal property in any manner Lessor shall deem proper and Lessor is hereby relieved of all liability for doing so.

**20. ATTORNEYS' FEES.** Should it become necessary for Lessor to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Lessee agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

**21. RECORDING OF AGREEMENT.** Lessee shall not record this Agreement on the Public Records of any public office. In the event that Lessee shall record this Agreement, this Agreement shall, at Lessor's option, terminate immediately and Lessor shall be entitled to all rights and remedies that it has at law or in equity.

**22. GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Texas.

**23. SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**24. BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

**25. DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Lessor or Lessee.

26. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

27. NON-WAIVER. No indulgence, waiver, election or non-election by Lessor under this Agreement shall affect Lessee's duties and liabilities hereunder.

28. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

Date: 9.30-98

AUSTIN CHARTER SCHOOLS, INC.

By: [Signature]  
Signature

Director, Austin Charter Schools  
Name and Title

Date: 9-30-98

AMERICAN INSTITUTE FOR LEARNING

By: [Signature]  
Signature

R. Halperin CEO  
Name and Title





# **ATTACHMENT # 25**

**10 C. Business Plan**

**2000 - 2001 School Year Calendar and PEG Policy**

**August 2000**  
 1- 4 Student Holiday-Staff Work Days  
 2 Diploma Orientation 9am.  
 3 GED Orientation 9am.  
 7 First day of school for 2000 - 2001

**September 2000**  
 4- Labor Day  
 18- Diez y Seis  
 19, 20 - Staff Work Days

**October 2000**  
 27- End of 1st session  
 30, 31 - Staff Work Days

**November 2000**  
 1, 2, 3 - Staff Work Days  
 6- Beginning of 2nd session  
 22- Veterans' Day  
 23, 24- Thanksgiving Break

**December 2000**  
 15- End of the 2nd session  
 18-22 -Staff Work Days  
 25-Jan 12- Winter Break

**January 2001**  
 15 Martin Luther King Day  
 16-19 Staff Work Days  
 22- Beginning of 3rd session

**February 2001**  
 19- Presidents' Day

**March 2001**  
 9- End of 3rd session  
 12-16- Spring Break  
 19-23 - Staff Work Days  
 26- Beginning of 4th session

**April 2001**  
 13-Good Friday

**May 2001**  
 7-Cinco de Mayo  
 8, 9 - Staff Work Days  
 28-Memorial Day

**June 2001**  
 19- Juneteenth  
 28- End of 4th session  
 29- Staff Work Day

**July 2001**  
 4- Independence Day  
 2-9- School Closed (Summer Break)  
 10-31-Staff Work Days

# AMERICAN YOUTHWORKS CHARTER SCHOOL

## 2000-2001 School Day Calendar

AYW Board Approved 7/18/00

August 2000							September 2000							October 2000							November 2000													
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat							
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		

December 2000							January 2001							February 2001							March 2001														
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat								
					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

April 2001							May 2001							June 2001							July 2001						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat

**August 2001**  
 1, 2, 3- Staff Work Days  
 6-Beginning of new session

**KEY**

- ☆ Holiday
- ( Beginning of session (Days Only)
- ) End of session (Days Only)
- ☐ Possible Bad Weather Make Up Day/Staff Work Day
- Staff and Student Holiday
- ☐ Staff Work Day (Student Holiday)

**1st session (12 wks)- Aug 7-Sept 15**  
 Sept 21-Oct 27

**2nd session (6 wks)- Nov 6- Dec 15**

**3rd session (6 wks)- Jan 22-March 9**

**4th session (12 wks)- March 26-May 4**  
 May 10-June 28

APPLICATION

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# AMERICAN YOUTHWORKS CHARTER SCHOOL

## 2000-2001 School Evening Calendar

AYW Board Approved 7/18/00

**August 2000**  
 1-4 Student Holiday-Staff Work Days  
 2 Diploma Orientation 9am.  
 3 GED Orientation 9am.  
 7 First day of school for 2000-2001

**September 2000**  
 4 Labor Day  
 18 Diez y Seis  
 19, 20 - Staff Work Days

**October 2000**  
 27 - End of 1st session  
 30, 31 - Staff Work Days

**November 2000**  
 1, 2, 3 - Staff Work Days  
 6 Beginning of 2nd session  
 22 Veterans' Day  
 23, 24 - Thanksgiving Break

**December 2000**  
 15 - End of the 2nd session  
 18-22 - Staff Work Days  
 25-Jan 12 - Winter Break

**January 2001**  
 15 - Martin Luther King Day  
 16-19 - Staff Work Days  
 22 - Beginning of 3rd session

**February 2001**  
 19 - Presidents' Day

**March 2001**  
 9 - End of 3rd session  
 12-16 - Spring Break  
 19-23 - Staff Work Days  
 26 - Beginning of 4th session

**April 2001**  
 13 - Good Friday

**May 2001**  
 7 - Cinco de Mayo  
 8, 9 - Staff Work Days  
 28 - Memorial Day

**June 2001**  
 19 - Juneteenth  
 28 - End of 4th session/evening school  
 29 - Staff Work Day

**July 2001**  
 4 - Independence Day  
 2-9 - School Closed (Summer Break)  
 10-31 - Staff Work Days

August 2000							September 2000							October 2000							November 2000						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5						1	2	1	2	3	4	5	6	7				1	2	3	4
6	(7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	(14	5	(6	7	8	9	10	11
13	14	15	16	17	18	19	10	11	12	13	14	15	(16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
20	21	22	23	24	25	(26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30	31			24	25	26	27	28	29	30	29	30	X					26	27	28	29	30		

December 2000							January 2001							February 2001							March 2001								
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat		
					1	(2			1	2	3	4	5	6						1	2	3					1	2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	4	5	6	7	8	9	10		
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	X	15	16	17	11	12	13	14	15	16	17		
17	18	19	20	X	22	23	21	(22	23	24	25	26	(27	18	19	20	21	22	23	(24	18	19	20	21	22	23	24		
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28				25	(26	27	28	29	30	(31		

April 2001							May 2001							June 2001							July 2001						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7			1	2	3	4	5						1	2	1	2	3	4	5	6	7
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
22	23	24	25	26	27	(28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
29	30						27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

**August 2001**  
 1, 2, 3 - Staff Work Days  
 6 - Beginning of new session

- KEY**
- X No Evening School
  - ☆ Holiday
  - ( Beginning of session (Days Only)
  - ) End of sess (Days Only)
  - Saturday School (Evening students must attend)
  - Staff and Student Holiday
  - ▨ Staff Work Days (No Holiday for Evening Students)
  - Bad Weather Make Up Days

**1st session (12 wks)-** Aug 7-Sept 15  
 Sept 21-Oct 27

**2nd session (6 wks)-** Nov 6- Dec 15

**3rd session (6 wks)-** Jan 22-March 9

**4th session (12 wks)-** March 26-May 4  
 May 10-June 28

APPLICATION

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Policy: Public Education Grant

Effective Date: August 29, 2000

Background: All Texas Charter schools are required to comply with Texas Education Code, Chapter 29, Subchapter G, §29.201 - 29.205 which states that "A student is eligible to receive a public education grant or to attend another public school in the district in which a student resides under this subchapter if the student is assigned to attend a public school campus:

- (1) at which 50 percent or more of the students did not perform satisfactorily on an assessment instrument administered under section §39.023(a) or (c) in any two of the preceding three years; or
- (2) that was, at any time in the preceding three years, identified as low-performing by the commissioner under Subchapter D, Chapter 39."

American YouthWorks (AYW) policy for admitting students in regards to the Public Education Grant (PEG) is as follows:

American YouthWorks will enroll students who are eligible for the Public Education Grant on our standard admission policy. During intake, AYW will have a current TEA PEG list of schools and their performance record.

If a student qualifies for the PEG funds, we will request a letter from a parent, legal guardian, or eligible student documenting that the student is transferring out of a low performing school and into AYW. PEG documentation will also appear on the PEIMS record for the TEA.

# ATTACHMENT # 26

**11 A.1. Governance of the Sponsoring Entity**

**Reference List for AYW Governing Board**

American YouthWorks Board Reference List

Margarine Beaman

Leroy Wormley  
 Martha L. Castro  
 Dorothy Innerarety



Laurence Becker

J. Chrys Dougherty  
 Georgia Leggett, M.D.  
 Beverley Larkam



Janet Blake

Mr. J. R. Williams  
 Mrs. Vanessa McKee  
 Ms. Jean Harper



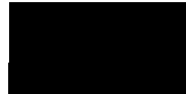
Susan Dawson

Blanca Pons  
 Richard Halpin  
 Leslie Brown



Honorable Elena Diaz

Belinda Flores  
 Gloria Leal  
 Bruce Elfant



Kenneth Dubuque

Kenny Jastrow  
 Brad Johnston  
 Ron Murff



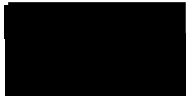
Honorable Ernest C. Garcia

Fred Helms  
 Robert Pitman  
 Terry Fosnight



Mellinda Gomez

Chester Steinhauser  
 Johnny Martinez  
 Anne Vijil



Richard Halpin

Rebecca Benz  
 Zachary Lynde  
 Laurence Becker



Joe Jerkins

Mayor Kirk Watson  
 Major Robert Taylor  
 Mary Bird Bowman



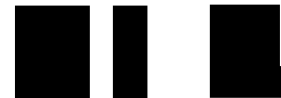
Mike McConnell

Robin Whiteside  
Chris Harkrider  
Robert Greenwood



Joanne Midwikis

Sue McBee  
Larry Temple  
John Burns Jr.



Mary Mulvaney

Jane Kretzschmar  
Ruth Rubio  
Susan Read



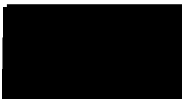
Gail Papermaster:

Ms. Susan Engelking  
Mr. Richard C. Yount  
Ms. Jane Sierra



Ed Wallace:

Scott McHolland  
Dennis Wilson  
Larry Doll



## **ATTACHMENT # 27**

**11 A.2. Governance of the Sponsoring Entity**

**Notarized Biographical Affidavits for AYW Governing Board**



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

Full Name of Sponsoring Entity and Name of Proposed Charter School: \_\_\_\_\_  
Sponsoring Entity: American YouthWorks  
Proposed Charter School: American YouthWorks Charter School

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

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

1. Full Name (Initials Not Acceptable): Margarine G. Beaman

2. Have you ever had your name changed? NO If yes, give reason for the change: \_\_\_\_\_

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

3. Social Security Number: [REDACTED]

4. Date and Place of Birth: 2/26 Mason, Tx

5. Business Address: 3409 E. 5th St., Austin, Tx 78702  
Business Telephone: 512-385-6935

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
<u>5/18/1974</u>	<u>1406 Wilshire Blvd.</u>	<u>Austin, TX</u>	<u>78722</u>

7. Education: Dates, Names, Locations and Degrees

College Tx Lutheran College  
Nixon-Clay Commercial College  
Graduate Studies \_\_\_\_\_

Others Correspondence - University of Michigan - Acct thru  
Hotel

APPLICATION

8. List Membership in Professional Societies and Associations: Chamber of Commerce, Women's Chamber of Commerce, Certified Consumer Credit Executive, Master Florist

9. Present or Proposed Position with the Proposed Charter School: Board Member of American Youth Works

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

DATES	EMPLOYER	ADDRESS	TITLE
Jan/1972	BEAMAN Metal Co.	3409 E. 5 <sup>th</sup> St.	(Vice Pres - 1976)
1976	BEAMAN Acct & CONSULT	"	(owner)

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

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

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

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

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

14. During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked? \_\_\_\_\_ If yes, give details: N/A

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

16. Have you ever been adjudged bankrupt? NO

APPLICATION

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

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

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

Dated and signed this 10 day of October, 192000, at American Youth Works

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

*[Handwritten Signature]*  
(Signature of Affiant)

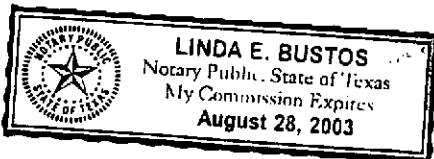
State of Texas  
County of Tarrant

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

Subscribed and sworn to before me this 10<sup>th</sup> day of October, 192000

*[Handwritten Signature]*  
(Notary Public)  
My commission expires 8/28/03

(SEAL)



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

Full Name of Sponsoring Entity and Name of Proposed Charter School: \_\_\_\_\_  
Sponsoring Entity: American YouthWorks  
Proposed Charter School: American YouthWorks Charter School

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

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

1. Full Name (Initials Not Acceptable): LAURENCE ALBERT BECKER

2. Have you ever had your name changed? NO If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female) \_\_\_\_\_

c. Other names used at any time NONE

3. Social Security Number\*: [REDACTED]

4. Date and Place of Birth: SEPTEMBER 23, 1936 AUSTIN, TEXAS

5. Business Address: 507 PARK BLVD, AUSTIN, TX 78751  
Business Telephone: (512) 454-4489

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

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>1979-PRESENT</u>	<u>507 PARK BLVD</u>	<u>AUSTIN, TX</u>	<u>78751</u>

7. Education: Dates, Names, Locations and Degrees

College UNIVERSITY OF TEXAS-AUSTIN BA 1958

Graduate Studies UNIVERSITY OF TEXAS-AUSTIN MA 1966  
THE UNION INSTITUTE - CINCINNATI, OH PHD 1980

Others \_\_\_\_\_

APPLICATION

8. List Membership in Professional Societies and Associations: LIFE MEMBER UNITED STATES TENNIS ASSOCIATION

9. Present or Proposed Position with the Proposed Charter School : CHAIRMAN, AMERICAN YOUTHWORKS CHARTER SCHOOL BOARD

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

DATES	EMPLOYER	ADDRESS	TITLE
1979-PRESENT	SELF	507 PARK BLVD AUSTIN, TEXAS 78751	EDUCATIONAL CONSULTANT

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

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

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

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

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): NONE

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

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

16. Have you ever been adjudged bankrupt? NO

APPLICATION

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

If yes, give details: \_\_\_\_\_  
\_\_\_\_\_

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

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

Dated and signed this 26 day of SEPTEMBER,  
2000, at AUSTIN TEXAS

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

Laurence A. Becker  
(Signature of Affiant)

State of Texas  
County of Davis

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

Subscribed and sworn to before me this 26 day of  
Sept., 2000



Kay L. Roberts  
(Notary Public)  
My commission expires 10/29/00

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: \_\_\_\_\_

Sponsoring Entity: American YouthWorks

Proposed Charter School: American YouthWorks Charter School

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

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

1. Full Name (Initials Not Acceptable): Janet Blake

2. Have you ever had your name changed? N/A If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female) Sampson

c. Other names used at any time \_\_\_\_\_

3. Social Security Number\*: [REDACTED]

4. Date and Place of Birth: 2-18-56 Austin TX Travis County

5. Business Address: 1300 Fort Branch Blvd Austin TX 78721

Business Telephone: 928-1287

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

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>1989</u>	<u>1110 Eleanor</u>	<u>Austin TX</u>	<u>78721</u>

7. Education: Dates, Names, Locations and Degrees

College Austin Community College Austin TX Child Dev. Associate Degree 1997  
Merced Calif (LVNP) 1982 Merced Community College

Graduate Studies \_\_\_\_\_

Others Austin Professional Administrator Credential Austin TX  
1993

APPLICATION

8. List Membership in Professional Societies and Associations: AAEP Child Care (METS.A) Engineering Associate  
Lincoln Garden Associate

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

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

DATES	EMPLOYER	ADDRESS	TITLE
1992	True Light Day Care	1300 Fort Branch	Director
1989	Health Care Rehab.	Barton Creek	LUN

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

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

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

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

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

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

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

16. Have you ever been adjudged bankrupt? NO





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

**Full Name of Sponsoring Entity and Name of Proposed Charter School:** \_\_\_\_\_  
 Sponsoring Entity: American YouthWorks  
 Proposed Charter School: American YouthWorks Charter School

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

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

1. Full Name (Initials Not Acceptable): Susan Phillips Dawson  
 2. Have you ever had your name changed? N If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female) —  
 c. Other names used at any time —

3. Social Security Number\*: [REDACTED]  
 4. Date and Place of Birth: 7/20/63 San Antonio, Texas  
 5. Business Address: 5608 Parkcrest Dr. Austin TX 78731  
 Business Telephone: 512/345-0600

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

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>1994-2000</u>	<u>14622 Agorita Rd</u>	<u>Austin TX</u>	<u>78734</u>
<u>1989-1994</u>	<u>5112 Fairview Dr</u>	<u>Austin TX</u>	<u>78731</u>

7. Education: Dates, Names, Locations and Degrees

College 1981-85 Princeton University, Princeton NJ BSE  
 Graduate Studies 1988-90 University of Texas at Austin MBA  
 Others \_\_\_\_\_

APPLICATION

8. List Membership in Professional Societies and Associations: Vice-Chair, Greater Austin Chamber of Commerce, Austin Software Council (ASC)  
Semiconductor Equipment Manufacturers International (SEMI)

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

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

DATES	EMPLOYER	ADDRESS	TITLE
98 - present	Athens Group	5808 Parkcrest Austin TX	President
95-98	Sterling Information Group	Hertford Place Austin TX	President
1990-95	Motorola	Austin Texas	Corporate Integrated Manufacturing Mgr.
1989	McNeil Consumer Products	Round Rock, Texas	Intern
1985-88	Wiss, Junney, Elstner Assoc.	Berkeley, CA	Consultant

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

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

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

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? no  
 If yes, give details: \_\_\_\_\_

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): 1987? - Professional Engineering license - Civil Engineering, State of California

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

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

16. Have you ever been adjudged bankrupt? no

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

If yes, give details: \_\_\_\_\_  
\_\_\_\_\_

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? ? If so, please furnish details: Threatened suit by Richi Skinner in 1999 for malicious prosecution; Suit dropped for lack of evidence.

Dated and signed this 26<sup>th</sup> day of September, 19 2000, at \_\_\_\_\_

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

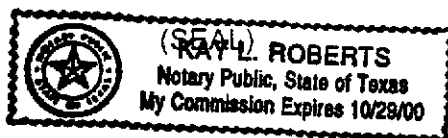
[Signature]  
(Signature of Affiant)

State of Texas  
County of Trawis

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

Subscribed and sworn to before me this 26 day of Sept, 19 2000

Kay L. Roberts  
(Notary Public)  
My commission expires 10/29/00



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

**Full Name of Sponsoring Entity and Name of Proposed Charter School:** \_\_\_\_\_

Sponsoring Entity: American YouthWorks

Proposed Charter School: American YouthWorks Charter School

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

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

1. Full Name (Initials Not Acceptable): Elena Diaz

2. Have you ever had your name changed? No If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female) \_\_\_\_\_

c. Other names used at any time \_\_\_\_\_

3. Social Security Number\*: [REDACTED]

4. Date and Place of Birth: 11-01-55 ; Kingsville, Texas

5. Business Address: 2201 Post Rd, Rm. 101, Austin, Texas 78704  
Business Telephone: (512) 473-9479

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

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>9/23/93 - present</u>	<u>2928 Wickersham Ln.</u>	<u>Austin, TX</u>	<u>78741</u>
<u>12/1/87 - 9/23/93</u>	<u>802 S. 1st St., No. 220</u>	<u>Austin TX</u>	<u>78704</u>

7. Education: Dates, Names, Locations and Degrees

College University of Texas at Austin, Aug. 1974 to May 1977  
Austin, Texas Bachelor of Arts (B.A.)

Graduate Studies \_\_\_\_\_

Others University of Texas School of Law, Aug. 1977 to May 1980  
Austin, Texas Doctor of Jurisprudence (J.D.)

APPLICATION

8. List Membership in Professional Societies and Associations: State Bar of Texas, Travis County Bar Association, Travis County Women Lawyers Asso. Hispanic Bar Association of Austin, Hispanic Bar Association of Texas.
9. Present or Proposed Position with the Proposed Charter School: Member of the Board of Directors, (Secretary)

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

DATES	EMPLOYER	ADDRESS	TITLE
9/80 to 8/88	Internal Revenue Service		Jr. Atty, Asso Atty, Sr. Atty
3/89 to 7/90	Texas General Land Office		Attorney
8/90 to 12/94	Office of the Attorney General		Attorney
3/92 to 1/94	City of Austin Municipal Court		Associate Judge
1/95 to present	Travis County		Justice of the Peace

11. Present employer may be contacted:  Yes  No (Circle One)
- Former employers may be contacted:  Yes  No (Circle One)
12. a Have you ever been in a position which required a fidelity bond? Yes If any claims were made on the bond, give details: N/A
- b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? No  
If yes, give details: \_\_\_\_\_

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): Law license, 11/24/80, State Bar of Texas

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

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

16. Have you ever been adjudged bankrupt? No

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

If yes, give details: \_\_\_\_\_  
\_\_\_\_\_

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? Yes. If so, please furnish details: Plaintiff in a Small claims matter against Rick's Dry Cleaners. (June, 1996, Pct. 3 Travis Co.)

Dated and signed this 9th day of October, 2000, at Austin, Travis County, Texas

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

Elena Diaz  
(Signature of Affiant)

State of Texas  
County of Travis

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

Subscribed and sworn to before me this 9th day of October, 2000

Diana R Cantu  
(Notary Public)  
My commission expires 11-10-02



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

Full Name of Sponsoring Entity and Name of Proposed Charter School: \_\_\_\_\_

Sponsoring Entity: American YouthWorks

Proposed Charter School: American YouthWorks Charter School

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

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

1. Full Name (Initials Not Acceptable): Kenneth Robert Dubuque

2. Have you ever had your name changed? No If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female) \_\_\_\_\_

c. Other names used at any time \_\_\_\_\_

3. Social Security Number\*: [REDACTED]

4. Date and Place of Birth: October 4, 1948; Englewood, NJ

5. Business Address: 1300 S. Mopac Expressway, Austin, TX 78746

Business Telephone: 512.434.8586

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

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
Present	2300 Barton Creek, #28	Austin, TX	78735
11/98-2/00	1005 Gaston Avenue	Austin, TX	78703
8/97-11/98	830 Amberson Avenue	Pittsburgh, PA	15232
6/91-8/97	7610 Denton Road,	Bethesda, MD	20854
1/88-9/91	303 Chaucer St., N.	Sewickley, PA	

7. Education: Dates, Names, Locations and Degrees

College Columbia University and Fairleigh Dickinson University (through 1974)

Graduate Studies MBA in Management: BS Industrial/Mgmt. Engineering

Others \_\_\_\_\_



APPLICATION

8. List Membership in Professional Societies and Associations: American Bankers Association

9. Present or Proposed Position with the Proposed Charter School : \_\_\_\_\_

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

DATES	EMPLOYER	ADDRESS	TITLE
10/98-Present	Temple-Inland Financial Svcs.	1300 S. Mopac	CEO/President
11/87-9 /98	Mellon Bank-Pittsburgh	One Mellon Bank Ctr.	Pittsburgh-EVP
11/82-87	Bankers Trust	New York, NY	Senior VP
7/79-12/81	Salomon Brothers	New York, NY	VP-

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

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

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

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination):  
Registered Representative - New York - 1977  
Real Estate Sales - New Jersey - 1979

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

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

16. Have you ever been adjudged bankrupt? NO

17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? NO  
If yes, give details: \_\_\_\_\_

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

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

Dated and signed this 3<sup>rd</sup> day of October,  
2000, at Austin Texas

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

*Kenneth R. Dubuque*  
(Signature of Affiant)

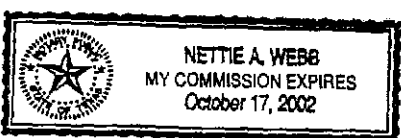
State of Texas  
County of Texas

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

Subscribed and sworn to before me this 3<sup>rd</sup> day of October, 19 2000

*Nettie A. Webb*  
(Notary Public)  
My commission expires 10/17/2002

(SEAL)



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

Full Name of Sponsoring Entity and Name of Proposed Charter School: \_\_\_\_\_

Sponsoring Entity: American YouthWorks

Proposed Charter School: American YouthWorks Charter School

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

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

1. Full Name (Initials Not Acceptable): BYANCA HERLINDA FIGUEROA

2. Have you ever had your name changed? NO If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female) FIGUEROA

c. Other names used at any time NO

3. Social Security Number\*: [REDACTED]

4. Date and Place of Birth: 11-20-66 MEXICO EL SAUS MEXICO

5. Business Address: 2000 E. 10th St.

Business Telephone: (512) 473-8380

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
<u>11-94</u>	<u>PRESENT</u>	<u>2000 E. 10th St. AUSTIN, TX</u>	<u>78702</u>
<u>7-89</u>	<u>1157 SALINA APT 219</u>	<u>AUSTIN TX</u>	<u>78702</u>

7. Education: Dates, Names, Locations and Degrees

College \_\_\_\_\_

Graduate Studies MIGUEL HIDALGO 6 GRADE MEXICO

Others BED. 1994 CREATIVE RAPID LEARNING CENTER

8. List Membership in Professional Societies and Associations: NIA

9. Present or Proposed Position with the Proposed Charter School: BOARD MEMBER OF CHARTER SCHOOL

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

DATES	EMPLOYER	ADDRESS	TITLE
02 97	PRESEN	(TIENDA NATURISTA)	SELF EMPLOYER
05 94	MCE LONG DISTANCE	S EQUIPOX INTERNATIONAL	
01 90-94	LUBY'S	CAFETERIA S	Subway Restaurant.
06 94-90	SEWING FACTORY	ITALY TEXAS	

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

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

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

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

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): NONE

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

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

16. Have you ever been adjudged bankrupt? NO

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

If yes, give details: \_\_\_\_\_  
\_\_\_\_\_

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

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

Dated and signed this 13<sup>th</sup> day of October,  
19 2000, at America

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

Bonnie Figueroa  
(Signature of Affiant)

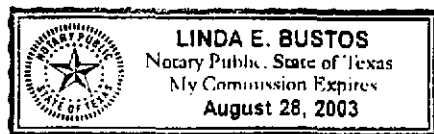
State of Texas  
County of Tarrant

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

Subscribed and sworn to before me this 13<sup>th</sup> day of October,  
2000, 19 \_\_\_\_\_

Linda E. Bustos  
(Notary Public)  
My commission expires 8/28/03

(SEAL)



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

APPLICATION

Full Name of Sponsoring Entity and Name of Proposed Charter School: \_\_\_\_\_

Sponsoring Entity: American YouthWorks

Proposed Charter School: American YouthWorks Charter School

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

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

1. Full Name (Initials Not Acceptable): ERNESTO C. GARCIA

2. Have you ever had your name changed? No If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female) \_\_\_\_\_

c. Other names used at any time ERNESTO CARLOS GARCIA OR ERNEST

3. Social Security Number\*: [REDACTED]

4. Date and Place of Birth: JAN. 29, 1961 Corpus Christi, TX

5. Business Address: ~~521~~ P.O. Box 1748, Austin, TX. 78767

Business Telephone: (512) 477-9485

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

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>1960 - date</u>	<u>5204 KHE TRL</u>	<u>Austin, TX.</u>	<u>78730 - 1965</u>

7. Education: Dates, Names, Locations and Degrees

College UNIV. of TEXAS AT AUSTIN - BBA 1981

Del Mar College - A.A.S. - 1980

Graduate Studies UNIV. of TEXAS AT AUSTIN School of Law  
JD 1984

Others \_\_\_\_\_

8. List Membership in Professional Societies and Associations: State Bar of Texas  
1989 to date

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

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

DATES	EMPLOYER	ADDRESS	TITLE
1989-1996	TOMOMERAM	AUSTIN	ASSOCIATE ATTORNEY
1996-1997	FOLC	DALLAS, TX.	ATTORNEY
1997-1998	CLARK CORP.	DALLAS, TX.	ASSOC. CORP. COUNSEL
1991-1998	US DEPT OF JUSTICE	816 Congress #1600, Austin, TX.	AUSA
1999-2000	STATE OF TEXAS (SEE ABOVE)		Judge

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

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

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

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

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): Law license 1989 to date  
Reston sales license 1979 - expired

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

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

16. Have you ever been adjudged bankrupt? No.

APPLICATION

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

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

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

Dated and signed this 26th day of September,  
19 2000, at Boston, TX

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

(Signature of Affiant)

State of Texas  
County of Tarrant

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

Subscribed and sworn to before me this 26th day of September, 19 2000

Sandra Mae Bruce  
(Notary Public)  
My commission expires April 11, 2004

(SEAL)





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

**Full Name of Sponsoring Entity and Name of Proposed Charter School:** \_\_\_\_\_  
 Sponsoring Entity: American YouthWorks  
 Proposed Charter School: American YouthWorks Charter School

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

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

1. Full Name (Initials Not Acceptable): Mellinda Lee Gomez  
 2. Have you ever had your name changed? no If yes, give reason for the change: NA

b. Maiden Name (if female) Gomez  
 c. Other names used at any time Chinita (nick name)

3. Social Security Number\*: 

4. Date and Place of Birth: 09/07/78 El Paso, TX

5. Business Address: \_\_\_\_\_  
 Business Telephone: \_\_\_\_\_

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
<u>01/98</u>	<u>1904 East 8th Street</u>	<u>Austin, TX</u>	<u>78705</u>
<u>06/94</u>	<u>11443 B Ptacmigan</u>	<u>Austin, TX</u>	<u>78758</u>
<u>97-06/94 I was ward of the state of Arizona / Phoenix</u>			

7. Education: Dates, Names, Locations and Degrees

College Austin Community College, Austin TX  
 Graduate Studies 8/00-current Construction Management  
 Others 98 Austin Community College, Austin TX  
Fundamentals of construction  
Cabinetry

APPLICATION

8. List Membership in Professional Societies and Associations: NA

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

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

DATES	EMPLOYER	ADDRESS	TITLE
7/00 - current	Deep Eddie Design		Deep Eddie Ave Apprentice
11/99 - 6/00	Home Depot		Millworks Associate
1/98 - 12/99	Casa Verde Builders	216 East 4th Street	Peer Trainer
12/96 - 9/97	Cardinal Productions		
	NA		

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

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

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

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

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): None

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

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

16. Have you ever been adjudged bankrupt? NO

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

If yes, give details: NA

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

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

Dated and signed this 6 day of October, 19 2000, at American Youth works

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

Melinda Gomez  
(Signature of Affiant)

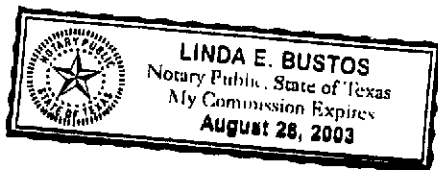
State of Texas  
County of Tarrant

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

Subscribed and sworn to before me this 6th day of October, 19 2000

Linda E. Bustos  
(Notary Public)  
My commission expires 8/28/03

(SEAL)



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

Full Name of Sponsoring Entity and Name of Proposed Charter School: \_\_\_\_\_

Sponsoring Entity: American YouthWorks

Proposed Charter School: American YouthWorks Charter School

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

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

1. Full Name (Initials Not Acceptable): RICHARD HYLAND HALPIN

2. Have you ever had your name changed? NO If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female) \_\_\_\_\_

c. Other names used at any time \_\_\_\_\_

3. Social Security Number\*: [REDACTED]

4. Date and Place of Birth: 8-25-45 CAMDEN, N.J.

5. Business Address: 216 EAST 4th ST, AUSTIN, TX 78701

Business Telephone: 512 236-6909

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

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
	<u>7107 STONE LEDGE CIRCLE</u>	<u>AUSTIN, TX</u>	<u>78736</u>

7. Education: Dates, Names, Locations and Degrees

College ST. EDWARD'S UNIVERSITY, 1970, BA.

Graduate Studies \_\_\_\_\_

Others \_\_\_\_\_

8. List Membership in Professional Societies and Associations: NATIONAL YOUTH EMPLOYMENT COALITION, YOUTH BUILD USA, NATIONAL ASSOCIATION OF SERVICE AND CONSERVATION CORPS

9. Present or Proposed Position with the Proposed Charter School : \_\_\_\_\_  
FOUNDER/CEO/SUPERINTENDENT

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

DATES	EMPLOYER	ADDRESS	TITLE
	<u>FOUNDER &amp; CEO AMERICAN INSTITUTE FOR LEARNING (NOW NAMED AMERICAN YOUTHWORKS) SINCE 1980</u>		

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

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

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

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? NO  
 If yes, give details: N/A

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

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

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

16. Have you ever been adjudged bankrupt? NO

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

If yes, give details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Dated and signed this 28<sup>th</sup> day of SEPTEMBER  
19 2000, at AUSTIN, TEXAS

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

[Signature]  
(Signature of Affiant)

State of Texas  
County of TRAVIS

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

Subscribed and sworn to before me this 4 day of Oct., 2000



[Signature]  
(Notary Public)  
My commission expires 10/29/00

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: \_\_\_\_\_  
Sponsoring Entity: American YouthWorks  
Proposed Charter School: American YouthWorks Charter School

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

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

1. Full Name (Initials Not Acceptable): JOSEPH THADDEUS SERKINS

2. Have you ever had your name changed? NO If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female) \_\_\_\_\_

c. Other names used at any time \_\_\_\_\_

3. Social Security Number\*: [REDACTED]

4. Date and Place of Birth: 6/30/25 Oklahoma City OK

5. Business Address: \_\_\_\_\_  
Business Telephone: \_\_\_\_\_

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
1980 - present	7514 CROSSDRAW	AUSTIN TX	78731

7. Education: Dates, Names, Locations and Degrees

College Oklahoma University 1946 BS (EE)

Graduate Studies \_\_\_\_\_

Others \_\_\_\_\_

APPLICATION

8. List Membership in Professional Societies and Associations: \_\_\_\_\_  
\_\_\_\_\_

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

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

DATES	EMPLOYER	ADDRESS	TITLE
<u>1990-Present</u>	<u>Retired</u>		
<u>1979-90</u>	<u>KVUE-TV</u>	<u>3201 STECK RD</u>	<u>President</u>

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

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

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? no  
If yes, give details: \_\_\_\_\_

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

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

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

16. Have you ever been adjudged bankrupt? no



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

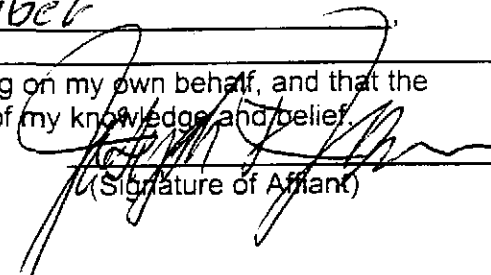
If yes, give details: \_\_\_\_\_  
\_\_\_\_\_

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

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

Dated and signed this 26<sup>th</sup> day of September  
18 2000, at AUSTIN TEXAS


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

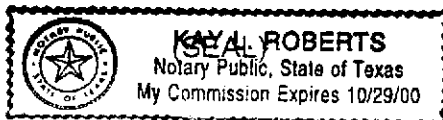
  
(Signature of Affiant)

State of Texas  
County of Dwain

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

Subscribed and sworn to before me this 26 day of Sept, 18 2000

  
(Notary Public)  
My commission expires 10/29/00



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

**Full Name of Sponsoring Entity and Name of Proposed Charter School:** \_\_\_\_\_  
Sponsoring Entity: American YouthWorks  
Proposed Charter School: American YouthWorks Charter School

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

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

1. Full Name (Initials Not Acceptable): Zachary H. Lynde

2. Have you ever had your name changed? NO If yes, give reason for the change: \_\_\_\_\_

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

3. Social Security Number\*: 

4. Date and Place of Birth: Riverside, California, USA

5. Business Address: 216 E 4th St., Austin, TX 78758  
 Business Telephone: (512) 236-6125

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
<u>8/15/91 - 7/1/93</u>	<u>714 San Antonio St.</u>	<u>Austin TX</u>	<u>78701</u>
<u>7/1/93 - 12/15/95</u>	<u>1101 Bunting Dr.</u>	<u>Austin, TX</u>	<u>78731</u>
<u>12/15/95 - 4/27/97</u>	<u>1209 Oakwood Blvd</u>	<u>Round Rock TX</u>	<u>78659</u>
<u>4/27/97 - 8/31/98</u>	<u>700 Camino Lejo</u>	<u>Santa Fe, NM</u>	<u>87505</u>
<u>8/31/98 - 10/15/99</u>	<u>1889 Conejo Dr.</u>	<u>Santa Fe, NM</u>	<u>87505</u>
<u>10/15/99 - Current</u>	<u>2100 Metric Blvd, #416</u>	<u>Austin, TX</u>	<u>78758</u>

7. Education: Dates, Names, Locations and Degrees

College Aug 1985 - May 1990 - Austin College  
Bachelor of Liberal Arts

Graduate Studies \_\_\_\_\_

Others \_\_\_\_\_

APPLICATION

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

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

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

DATES	EMPLOYER	ADDRESS	TITLE
<u>7/90-7/27/97</u>			
<u>4/27/97-2/15/99</u>	<u>KPMG Peat Marwick</u>	<u>Austin TX</u>	<u>consultant</u>
<u>2/15/99-4/15/00</u>	<u>logical approach LLC</u>		<u>COO</u>
<u>5/8/00-current</u>	<u>A/W</u>	<u>210 4th St.</u>	<u>CFO</u>

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

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

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

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

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

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

16. Have you ever been adjudged bankrupt? NO

APPLICATION

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

If yes, give details: \_\_\_\_\_  
\_\_\_\_\_

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

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

Dated and signed this 27<sup>th</sup> day of October,  
19 2000, at American Youth Works

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

Zachary H. Lynde  
(Signature of Affiant)

State of Texas  
County of Tarrant

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

Subscribed and sworn to before me this 27<sup>th</sup> day of  
October, 19 2000

Linda E. Bustos  
(Notary Public)  
My commission expires 8/28/03

(SEAL)



APPLICATION

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: \_\_\_\_\_  
\_\_\_\_\_

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

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

1. Full Name (Initials Not Acceptable): Michael Thomas McConnell

2. Have you ever had your name changed? No If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female) \_\_\_\_\_

c. Other names used at any time \_\_\_\_\_

3. Social Security Number\*: [REDACTED]

4. Date and Place of Birth: 6-6-67 Austin, TX

5. Business Address: 301 Congress Ave # 300 Austin, TX 78701  
Business Telephone: 512-320-6899

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
<u>7/00 - present</u>	<u>8912 Pepper Rock Dr.</u>	<u>Austin, TX</u>	<u>78717</u>
<u>7/99 - 2/00</u>	<u>16601 FM 1325</u>	<u>Austin, TX</u>	<u>78728</u>
<u>7/94 - 7/99</u>	<u>13208 Bennington Lane</u>	<u>" "</u>	<u>78753</u>
<u>8/93 - 7/94</u>	<u>6511-B Melrose Trail</u>	<u>Austin, TX</u>	<u>78727</u>
<u>91 - 8/93</u>	<u>6438 Bankside</u>	<u>Houston, TX</u>	

7. Education: Dates, Names, Locations and Degrees

College Texas A+M University 8/85 - 12/89 BBA in Finance  
College Station, TX

Graduate Studies \_\_\_\_\_

Others \_\_\_\_\_

APPLICATION

8. List Membership in Professional Societies and Associations: \_\_\_\_\_

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

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

DATES	EMPLOYER	ADDRESS	TITLE
4/98 - Present	Guaranty Federal Bank	301 Congress # 300 Austin, TX 78701	Vice President
5/97 - 4/98	Riviera Finance	106 E. 6th St. # 900 Austin, TX 78701	Sales
1/90 - 5/97	Bank One Texas	221 W. 6th St. Austin, TX 78701	Vice President

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

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

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

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

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): None

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

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

16. Have you ever been adjudged bankrupt? No

APPLICATION

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

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

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

Dated and signed this 10<sup>th</sup> day of October, 2000, at Austin, Texas.

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

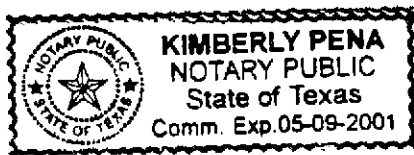
Mike McConnell  
(Signature of Affiant)

State of TEXAS  
County of TARRANT

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

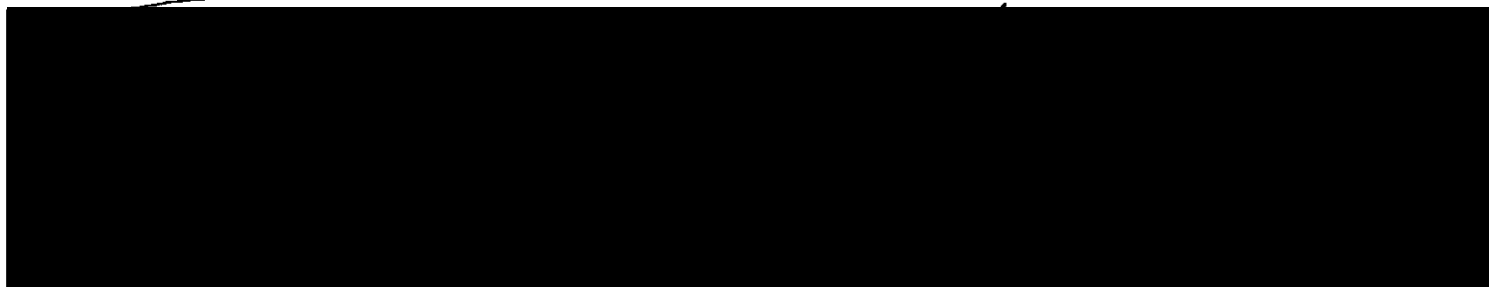
Subscribed and sworn to before me this 10<sup>th</sup> day of October, 2000.

[Signature]  
(Notary Public)  
My commission expires 5/9/2001



(SEAL)

References



APPLICATION

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: American Youth Works American Youth Works High School

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

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

1. Full Name (Initials Not Acceptable): Audrey Davis McCray

2. Have you ever had your name changed? yes If yes, give reason for the change: marriage

b. Maiden Name (if female) Davis

c. Other names used at any time Audrey Louise Davis; Audrey L. Davis; Audrey D. McCray

3. Social Security Number: \_\_\_\_\_

4. Date and Place of Birth: 2-9-60 Clinton, LA

5. Business Address: SZB 306 Department of Special Educ, UT-Austin 78712  
Business Telephone: 512-491-4161

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
<u>1989-1996</u>	<u>109 McCray Drive</u>	<u>Hammond, LA</u>	<u>70402</u>

7. Education: Dates, Names, Locations and Degrees

College Southeastern LA Univ, Hammond, LA B.A (1982); M.Ed (1987)  
Univ of Florida, Gainesville Ph.D. (1997)  
Graduate Studies \_\_\_\_\_

Others \_\_\_\_\_



APPLICATION

8. List Membership in Professional Societies and Associations: President Lone Star Chapter Council for Exceptional Children, Council for Learning Disabilities, American Educ. & Research Association, Intern'l Council for Exceptional Children
9. Present or Proposed Position with the Proposed Charter School: Board of Directors

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

DATES	EMPLOYER	ADDRESS	TITLE
1997-Present	UT-A	528 306	Assistant Professor
1983-1987	E. Feliciana, Tangipahoa L. Livingston		Teacher (LA School System)
1987-1993	Southeastern LA Univ	Hammond	Instructor, Project Coordinator
1981-1983	Social Security Admin	Hammond District office	claims Representative
		N.O. District office	

11. Present employer may be contacted:  Yes  No (Circle One)
- Former employers may be contacted:  Yes  No (Circle One)
12. a Have you ever been in a position which required a fidelity bond? No If any claims were made on the bond, give details: \_\_\_\_\_
- b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? N/A If yes, give details: \_\_\_\_\_

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): Teaching Certificate - State of LA  
AREAS of Certification: Business Education + K-12 special Education

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

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

16. Have you ever been adjudged bankrupt? No

APPLICATION

17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? NO  
If yes, give details: \_\_\_\_\_

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

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

Dated and signed this 16<sup>th</sup> day of October, 19 2000, at Amesbury Youth Works

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

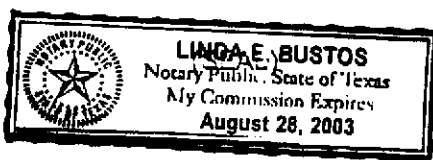
Audrey Davis McCray  
(Signature of Affiant)

State of Texas  
County of Texas

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

Subscribed and sworn to before me this 16<sup>th</sup> day of October, 19 2000

Linda E. Bustos  
(Notary Public)  
My commission expires 8/28/03



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

APPLICATION

Full Name of Sponsoring Entity and Name of Proposed Charter School: \_\_\_\_\_

Sponsoring Entity: American YouthWorks

Proposed Charter School: American YouthWorks Charter School

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

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

1. Full Name (Initials Not Acceptable): JO ANNE SMITH MIDWIKIS

2. Have you ever had your name changed? YES If yes, give reason for the change: DIVORCE

b. Maiden Name (if female) SMITH

c. Other names used at any time JO ANNE MORRIS

3. Social Security Number\*: [REDACTED]

4. Date and Place of Birth: 4-15-46 AMARILLO, TX

5. Business Address: 700 LAVACA SUITE 740 AUSTIN, TX 78701

Business Telephone: (512) 478-7165

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

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>11/83 - Present</u>	<u>3314 B PECOS</u>	<u>AUSTIN, TX</u>	<u>78703</u>

7. Education: Dates, Names, Locations and Degrees

College SOUTHERN METHODIST UNIV - DALLAS 1/68 - 12/68 BBA  
LOUISIANA STATE UNIV - BATON ROUGE, LA 8/64 - 12/67 —  
Graduate Studies \_\_\_\_\_

Others \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPLICATION

8. List Membership in Professional Societies and Associations: Amer. Instit. of Certified Public Accountants, Tx Society of CPAs, Natl Assn of Certified Valuation Analysts

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

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

DATES	EMPLOYER	ADDRESS	TITLE
2/85 - Present	MIDWIKIS, GRANGER PC	700 LAVACA Suite 740	PRES
6/69 - 8/82	PEAT, MARWICK, MITCHELL & CO	AUSTIN	PARTNER
5/82 - 8/85	FIRST SW ASSOC + RESOURCE ADV	AUSTIN	PARTNER

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

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

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

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

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): CERTIFIED PUBLIC ACCOUNTANT, TX BOARD of PUBLIC ACCOUNTANTS  
7/11 not terminated

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

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

16. Have you ever been adjudged bankrupt? YES

APPLICATION

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

If yes, give details: \_\_\_\_\_  
\_\_\_\_\_

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

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

Dated and signed this 26<sup>th</sup> day of SEPTEMBER,  
2000, at AUSTIN, TEXAS

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

Jo Anne Smith Midwickis  
(Signature of Affiant)

State of Texas  
County of Travis

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

Subscribed and sworn to before me this 26 day of  
Sept., 2000

Kasey Roberts  
(Notary Public)  
My commission expires 10/29/00



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

Full Name of Sponsoring Entity and Name of Proposed Charter School: \_\_\_\_\_

Sponsoring Entity: American YouthWorks

Proposed Charter School: American YouthWorks Charter School

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

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

1. Full Name (Initials Not Acceptable): MARY K. MULVANEY

2. Have you ever had your name changed?  If yes, give reason for the change:  
marriage [REDACTED]

b. Maiden Name (if female) Kearney

c. Other names used at any time no

3. Social Security Number\*: [REDACTED]

4. Date and Place of Birth: 8/18/54 Beaumont, Texas

5. Business Address: UTSSW 1925 San Jacinto Blvd. Austin 78712  
Business Telephone: 512-471-9827

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
<u>1985-Present</u>	<u>8200 Wexford</u>	<u>Austin, TX.</u>	<u>78759</u>

7. Education: Dates, Names, Locations and Degrees

College University of Texas at Austin MKM  
BS in Sociology; certification in Social Work - ~~1979~~ 1977

Graduate Studies Masters of Science in Social Work - 1980  
(University of Texas)

Others \_\_\_\_\_

8. List Membership in Professional Societies and Associations: National Association of Social Workers Council on Social Work Education, Academy of Certified Social Workers

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

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

DATES	EMPLOYER	ADDRESS	TITLE
1/ 1991 - Present	School of Social Work	1925 San Jacinto Austin, TX 78712	SPECIALIST
1985-1990	Big Brothers/Big Sisters of Austin	Austin, TX	Director of Professional Services
1980-1984	Planned Parenthood of Lehigh Valley	Allentown, PA	Counselor
1977-1979 (a 78?)	Extend-A-Case, Inc	Austin, TX	Parent Coordinator

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

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

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

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): licensed as Master Licensed Master Social Worker, Advanced Practitioner, by Texas Social Workers Licensing Board (Department of Health.

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

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

16. Have you ever been adjudged bankrupt? NO

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

If yes, give details: \_\_\_\_\_  
\_\_\_\_\_

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

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

Dated and signed this 28th day of September,  
19 2000, at 6400 E. 290 Suite 200, Austin, TX.

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

Mary K. Mulvaney  
(Signature of Affiant)

State of Texas  
County of TRAVIS

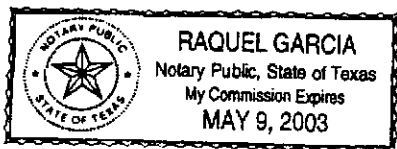
Personally appeared before me the above named Mary K. Mulvaney personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 28th day of  
September, 19 2000

Raquel Garcia  
(Notary Public)

My commission expires May 9, 2003

(SEAL)





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

Full Name of Sponsoring Entity and Name of Proposed Charter School: \_\_\_\_\_

Sponsoring Entity: American YouthWorks

Proposed Charter School: American YouthWorks Charter School

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

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

1. Full Name (Initials Not Acceptable): GAIL E PAPERMASTER

2. Have you ever had your name changed? NO If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female) same

c. Other names used at any time none

3. Social Security Number\*: 

4. Date and Place of Birth: Brookline MASS USA 12-16-55

5. Business Address: 701 Brazos Suite 500

Business Telephone: Austin TX 78701 (512) 320-9099

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
1996-current	2500 Greenlee	Austin TX	78703
1994-1996	1524 Tulane	Houston TX	77008
1990-1994	2032 Sul Ross	Houston TX	77027

7. Education: Dates, Names, Locations and Degrees

College SUNY Buffalo - Buffalo NY 1977 B.S.

Graduate Studies MBA - Univ of Texas Austin 1983

J.D. ~~1983~~ - " " 1986

Others \_\_\_\_\_

APPLICATION

8. List Membership in Professional Societies and Associations: Texas Bar, American Bar Association, Travis County Bar Assn

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

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

DATES	EMPLOYER	ADDRESS	TITLE
1996 - current	Self-employed	701 Brazos Austin	
1991 - 1996	Baker's Obstetrics	1000 Louisiana Houston TX	
1985 - 1991	Woodworkers of Epstern	Houston TX	
1980 - 1985	Seton Hospital	Shoal Creek Htzp Austin TX	

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

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

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

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

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): Licensed by State Bar of Texas - 1986 - active

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

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

16. Have you ever been adjudged bankrupt? No

APPLICATION

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

If yes, give details: \_\_\_\_\_  
\_\_\_\_\_

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

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

Dated and signed this 4<sup>th</sup> day of October, 2000, at Austin Texas

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

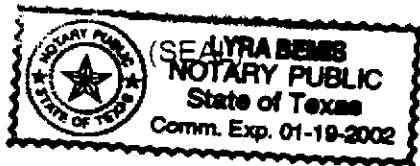
Gail E. Papermaster  
(Signature of Affiant)

State of TEXAS  
County of TRAVIS

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

Subscribed and sworn to before me this 4<sup>th</sup> day of October, 2000

[Signature]  
(Notary Public)  
My commission expires \_\_\_\_\_



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

Full Name of Sponsoring Entity and Name of Proposed Charter School: \_\_\_\_\_  
Sponsoring Entity: American YouthWorks  
Proposed Charter School: American YouthWorks Charter School

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

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

1. Full Name (Initials Not Acceptable): EDWARD BLUME WALLACE

2. Have you ever had your name changed? NO If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female) \_\_\_\_\_

c. Other names used at any time \_\_\_\_\_

3. Social Security Number\*: [REDACTED]

4. Date and Place of Birth: Sept 23, 1946, SHREVEPORT, LA.

5. Business Address: 3310 PERRY LANE, AUSTIN, TX 78731

Business Telephone: 512 452-0538

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
1979 to Present	3310 PERRY LANE	AUSTIN, TX	78731

7. Education: Dates, Names, Locations and Degrees

College U.T. AUSTIN 1964-70 Bachelor of Architecture

Graduate Studies M.I.T., Cambridge Mass. 1973-1978 Masters in City Planning; Masters of Architecture in Advanced Studies.

Others \_\_\_\_\_

8. List Membership in Professional Societies and Associations: American Institute of Architects

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

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

DATES	EMPLOYER	ADDRESS	TITLE
1982 - Present	ED. B. WALLACE, Architect + Planner,	3310 Perry Lane, Austin,	owner
1978 - 1985	U.T. Austin School of Architecture		Assistant Professor / Asst. Dean

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

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

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

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? \_\_\_\_\_  
 If yes, give details: \_\_\_\_\_

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): REGISTERED ARCHITECT IN \*TEXAS + MASS.;

REGISTERED INTERIOR DESIGNER IN TEXAS\*  
\* ISSUED BY "TEXAS BOARD OF ARCHITECTURAL EXAMINERS"

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

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

16. Have you ever been adjudged bankrupt? No

APPLICATION

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

If yes, give details: \_\_\_\_\_  
\_\_\_\_\_

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? YES. If so, please furnish details: Plaintiff in suit filed for damages caused by adjoining landowner - adjacent to Family Farm in Shreveport, LA.

Dated and signed this 26<sup>th</sup> day of September, 2000, at Austin, Texas

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

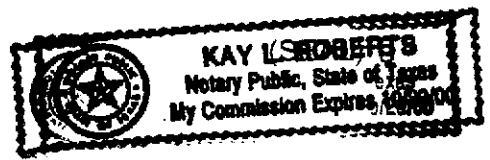
Edward Blume Wallace  
(Signature of Affiant)

State of TX  
County of Texas

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

Subscribed and sworn to before me this 26 day of Sept., 2000

Kay L. Roberts  
(Notary Public)  
My commission expires 10/29/00



# ATTACHMENT # 28

**11 B.1. Governance of the Sponsoring Entity**

**Notarized Biographical Affidavits for AYW School Board**

**Biographical Affidavits for other Charter School Board members  
are included in sections:**

- 9 B.1. School administrators Biographical Affidavits:  
Rebecca Benz
  
- 11 A.2. AYW Sponsoring Board Biographical Affidavits:  
Joanne Midwikis  
Ruth-Ellen Gura  
Honorable Elena Diaz  
Mike McConnell  
Joe Jerkins  
Richard Halpin



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

**Full Name of Sponsoring Entity and Name of Proposed Charter School:** \_\_\_\_\_  
 Sponsoring Entity: American YouthWorks  
 Proposed Charter School: American YouthWorks Charter School

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

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

1. Full Name (Initials Not Acceptable): Stephanie Alfaro
2. Have you ever had your name changed? NO If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female) Alfaro  
 c. Other names used at any time NONE

3. Social Security Number\*: [REDACTED]
4. Date and Place of Birth: 6/29/76 San Antonio, TX
5. Business Address: 216 E 4th St., Austin, TX 78701  
 Business Telephone: (512) 236-6911

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
7/00-present	2113 A Montclair St.	Austin, TX	78704
7/99-7/00	1500 E. Riverside #115	Austin, TX	78741
6/98-7/99	5018 Ashton Audrey	San Antonio, TX	78249
6/96-6/98	2870 Los Alamos Ct	San Luis Obispo, CA	93401
6/95-6/96	Grand Ave.	San Luis Obispo, CA	93410

7. Education: Dates, Names, Locations and Degrees

College 9/94-6/98 Cal Poly State University, San Luis Obispo, CA  
Bachelor's degree

Graduate Studies \_\_\_\_\_

Others \_\_\_\_\_

APPLICATION

8. List Membership in Professional Societies and Associations: None

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

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

DATES	EMPLOYER	ADDRESS	TITLE
7/99-present	AYW	216 E. 4th St. Austin, TX	Teacher
10/98-7/99	TEF Job Corps	1000 S. Alamo San Antonio, TX	Admissions Counselor

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

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

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

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

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): NONE

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

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

16. Have you ever been adjudged bankrupt? NO

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

If yes, give details: \_\_\_\_\_  
\_\_\_\_\_

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

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

Dated and signed this 25<sup>th</sup> day of September, 19 2000, at ATW

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

Stephanie Alfaro  
(Signature of Affiant)

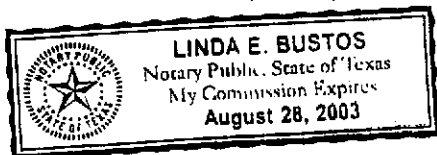
State of Texas  
County of Franco

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

Subscribed and sworn to before me this 25<sup>th</sup> day of September, 19 2000

Linda E. Bustos  
(Notary Public)  
My commission expires 8/23/03

(SEAL)



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

Full Name of Sponsoring Entity and Name of Proposed Charter School: \_\_\_\_\_

Sponsoring Entity: American YouthWorks

Proposed Charter School: American YouthWorks Charter School

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

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

1. Full Name (Initials Not Acceptable): JEAN ANN HERZOG

2. Have you ever had your name changed? \_\_\_\_ If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female) BOLIEU

c. Other names used at any time JEAN ANN BOYKIN

3. Social Security Number\*: [REDACTED]

4. Date and Place of Birth: 12/07/46 AUSTIN, TX

5. Business Address: 3651 S. IH35 AUSTIN, TX 78741

Business Telephone: 460-7260

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
12/06/85 - PRESENT	5705 LEWOOD DR	AUSTIN, TX	78745

7. Education: Dates, Names, Locations and Degrees

College 1977-1979 TARRANT COUNTY JR COLLEGE FORT WORTH, TX

Graduate Studies \_\_\_\_\_

Others \_\_\_\_\_

8. List Membership in Professional Societies and Associations: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

9. Present or Proposed Position with the Proposed Charter School : BOARD MEMBER  
 \_\_\_\_\_  
 \_\_\_\_\_

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

DATES	EMPLOYER	ADDRESS	TITLE
1965 - PRESENT	IRS	3651 S. IH 35 AUSTIN, TX 78741	BRANCH ANALYST

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

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

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

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

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

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

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

16. Have you ever been adjudged bankrupt? No

APPLICATION

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

If yes, give details: \_\_\_\_\_  
\_\_\_\_\_

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

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

Dated and signed this 12<sup>th</sup> day of October, 19 2000, at American Youth Works

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

Jean Ann Herzog  
(Signature of Affiant)

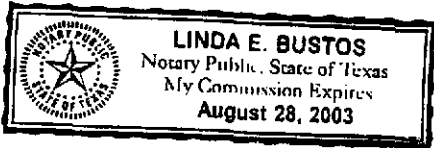
State of Texas  
County of Texas

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

Subscribed and sworn to before me this 12<sup>th</sup> day of October, 19 2000

Linda E. Bustos  
(Notary Public)  
My commission expires 8/28/03

(SEAL)



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

Full Name of Sponsoring Entity and Name of Proposed Charter School: ~~Carroll ISD~~  
American Youthworks

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

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

1. Full Name (Initials Not Acceptable): Kara Lee Smith

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

b. Maiden Name (if female) \_\_\_\_\_

c. Other names used at any time \_\_\_\_\_

3. Social Security Number\*: 

4. Date and Place of Birth: 11/28/81 @ home in Austin, TX

5. Business Address: Smithwestern Engineering  
Business Telephone: 512 869 1168

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

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
	<u>707 Bosque Tr</u>	<u>Georgetown TX</u>	<u>78628</u>

7. Education: Dates, Names, Locations and Degrees

College \_\_\_\_\_

Graduate Studies \_\_\_\_\_

Others Highschool American Youthworks charter school  
Student -

8. List Membership in Professional Societies and Associations: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

9. Present or Proposed Position with the Proposed Charter School: AYW Charter  
School board

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

DATES	EMPLOYER	ADDRESS	TITLE
	Georgetown Smithwestern Engineering		receptionist
	Georgetown La Quinta Inn		<del>receptionist</del> waitress
	Georgetown Dragon King		waitress

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

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

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

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? no  
 If yes, give details: \_\_\_\_\_

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

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

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

16. Have you ever been adjudged bankrupt? no



APPLICATION

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

If yes, give details: \_\_\_\_\_  
\_\_\_\_\_

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

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

Dated and signed this 10<sup>th</sup> day of October, 19 2000 at American Youth Works

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

Kara Smith  
(Signature of Affiant)

State of Texas  
County of Harris

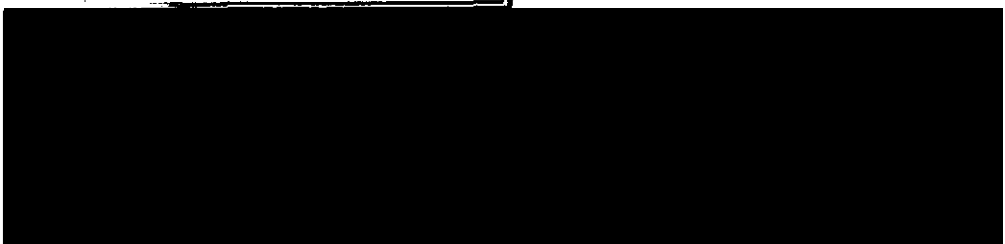
Personally appeared before me the above named Kara Smith personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 10<sup>th</sup> day of October, 2000

Linda E. Bustos  
(Notary Public)  
My commission expires 8/28/03

(SEAL)

**LINDA E. BUSTOS**  
Notary Public, State of Texas  
My Commission Expires  
**August 28, 2003**



## **ATTACHMENT # 29**

### **12 B. Evidence of Eligibility of Sponsoring Entity**

**501(c) (3) Determination Letter, Articles of Incorporation  
and By-laws of Sponsoring Agency**

INTERNAL REVENUE SERVICE  
District Director

APPLICATION  
DEPARTMENT OF THE TREASURY  
1100 Commerce St., Dallas, TX 75242

American Institute For  
Learning  
422 Congress Ave  
Austin, TX 78701

Person to Contact: Nellie L. Ringer  
EP/EO CORRESPONDENCE EXAMINER

Telephone Number:  
(214)787-6513

Refer Reply to:  
EP/EO:SPB 4930 DAL

Date: November 12, 1992

EIN:74-2197942

Dear Sir or Madam:

Our records show that AMERICAN INSTITUTE FOR LEARNING  
is exempt from Federal Income Tax under section 501(c)(3) of the Internal  
Revenue Code. This exemption was granted OCTOBER 1981 and  
remains in full force and effect. Contributions to your organization are  
deductible in the manner and to the extent provided by section 170 of the  
Code.

We have classified your organization as one that is not a private founda-  
tion within the meaning of section 509(a) of the Internal Revenue Code  
because you are an organization described in section 170(b)(1)(A)(vi).

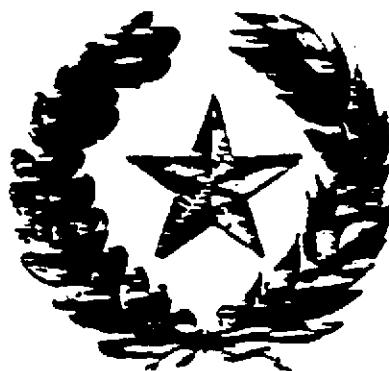
If we may be of further assistance, please contact the person whose name and  
telephone number are shown above.

RECEIVED IN ACCOUNTING  
NOV 13 1992

Sincerely Yours,

*Nellie L. Ringer*  
Nellie L. Ringer  
EP/EO Correspondence Examiner

425



# The State of Texas

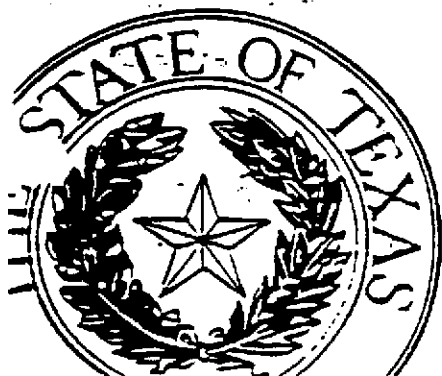
## SECRETARY OF STATE

The undersigned, as Secretary of State of the State of Texas, HEREBY CERTIFIES that the attached is a true and correct copy of the following described instruments on file in this Office:

THE AMERICAN INSTITUTE FOR LEARNING

Articles of Incorporation

June 3, 1981



*IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, this*

426

6th day of December A. D. 1980

*Don R. ...*

APPLICATION

FILED  
In the Office  
Secretary of State of Texas

ARTICLES OF INCORPORATION OF  
THE AMERICAN INSTITUTE FOR LEARNING

JUN 03 1981

CLERK H. G.  
Corporation Division

The undersigned natural persons of the age of eighteen years or more, acting as the incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

I.

The name of the corporation is THE AMERICAN INSTITUTE FOR LEARNING.

II.

The corporation is a non-profit corporation, and shall be operated exclusively for non-profit purposes.

III.

The period of the corporation's existence is perpetual.

IV.

The purposes of which the corporation is organized are scientific and educational and particularly include but are not limited to the following:

A. To promote social welfare by providing learning activities and learning projects to those persons who have experienced problems in traditional public schools. These projects will emphasize classical as well as innovative approaches to education.

B. To promote social welfare by providing other projects which inform people of the social and economic realities of

1427

American Institute For Learning  
Articles of Incorporation  
Page 2

our society and help various communities organize to resolve these problems.

C. The institute has special but not necessarily exclusive interest in alternative schools, curriculum development and distribution, housing, art, nutrition and food, media, energy conservation, and opportunities for elder citizens.

D. To solicit contributions and grants of money, property and services from the general public, governmental agencies scientific and educational corporations private corporations and private foundations for the corporation's purposes and to expend such contributions exclusively in furtherance of such purposes as fall within the scope of purposes allowable under Section 501(c)(3) of the Internal Revenue Code of 1954 (or any corresponding provision of any future United States Internal Revenue Code.)

E. To do any or all such other things as may be necessary, appropriate or convenient for the accomplishment of its educational, research or scientific purposes, and in furtherance of such purposes, to exercise all of the general powers conferred by the laws of Texas upon corporations organized under the Texas Non-Profit Corporation Act.

American Institute For Learning  
 Articles of Incorporation  
 Page 3

## V.

The corporation shall not have members.

## VI.

The street address of the initial registered office of the corporation is 508 West 12th Street, Austin, Texas 78701 and the name of its initial registered agent at such address is Wayne Gronquist.

## VII.

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

William Miller	1801 Richwood Dr., Austin, Texas 78758
Toni Hunter	6504 Betty Cook Dr., Austin, Texas 78723
Richard Halpin	2707 River Hills Rd., Austin, Texas 78746

## VIII.

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Four hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting, to influence legislation, and the corporation shall not participate in, nor intervene in (including the publishing or distribution of statements)

American Institute For Learning  
Articles of Incorporation  
Page 4

any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

#### IX.

Upon the dissolution of the corporation, the Board of Trustees shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue Law), as the Board of Trustees shall determine. Any of such assets not so disposed of shall be disposed of by the District Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court



American Institute For Learning  
Articles of Incorporation  
Page 3

shall determine, which are organized and operated exclusively for such purposes.

Z.

The names and street addresses of the incorporators are:

William Miller 1801 Richwood Dr., Austin, Texas 78758  
Toni Hunter 6504 Betty Cook Dr., Austin, Texas 78723  
Richard Halpin 2707 River Hills Rd., Austin, Texas 78746

IN WITNESS WHEREOF, we have hereunto set our hands, this 23<sup>rd</sup>  
day of Nov, 1981.

William Miller  
William Miller  
Toni Hunter  
Toni Hunter  
Richard Halpin  
Richard Halpin

STATE OF TEXAS §  
COUNTY OF TRAVIS §

I, the undersigned, a Notary Public, do hereby certify that on this 23 day of Nov, 1981, personally appeared before me, William Miller, Toni Hunter and Richard Halpin, who, being by me first duly sworn, declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

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

Wm. B. ...  
Notary Public in  
Travis County, Texas

My commission expires: 12-22-82

BYLAWS

THE AMERICAN INSTITUTE FOR LEARNING  
A NON-PROFIT CORPORATION

Revised March 30, 1999

ARTICLE ONE  
OFFICES

Registered Office

- 1.01 The registered office of the corporation is located at 204 East Fourth Street, Austin, Texas 78701.

Registered Agent

- 1.02 The name of the registered agent of the corporation at such address is Richard Halpin.

Principal Office

- 1.03 The principal office of the corporation shall be located in the City of Austin, County of Travis, Texas.

Other Offices

- 1.04 The corporation may also have offices at such other places, within or without the State of Texas, where the corporation is qualified to do business, as the Board of Directors may from time to time designate, or the business of the corporation may require.

Membership Organization

- 1.05 The corporation can be a membership organization.

ARTICLE TWO  
ORGANIZATIONBoard of Directors

- 2.01 (a) The corporation shall have a Board of Directors which shall carry out the business and affairs of the corporation and exercise all corporate powers subject to the limitations imposed by the Texas Non-Profit Corporation Act, the Articles of Incorporation and these bylaws.
- (b) "Directors," when used in relation to any power or duty requiring collective action, means Board of Directors including the Founding Director.
- (c) "Founding Director" means Richard Halpin.

Size, Election and Term of Board of Directors

- 2.02 (a) The minimum number of Directors of the corporation shall be three (3), exclusive of the Founding Director. The number of Directors may be increased or decreased from time to time by majority vote of the Board of Directors, but in no event shall any decrease have the effect of shortening the term of an incumbent Director.
- (b) At least one-third of the Directors shall be residents of low-income neighborhoods, other low income community residents or elected representatives of low income neighborhood organizations.
- (c) Annually the chair shall appoint a Nominating Committee composed of members of the Board of Directors. The Nominating Committee shall prepare and submit to the Board of Directors the nominations for membership to the Board of Directors upon which the Board will vote.
- (d) Directors other than the Founding Director shall be elected by majority vote of the Board of Directors at the last meeting before the end of the fiscal year or at a special meeting of the Board of Directors at which any Director is to be elected.

- (e) The Chief Executive Officer shall be an ex-officio voting member of the Board of Directors. All other employees of the corporation are ineligible to serve on the Board of Directors.
- (f) The Founding Director is a permanent member of the Board of Directors and can be removed from the Board of Directors upon the vote of a majority of the total Board of Directors.
- (g) The term of the Directors other than the Founding Director shall be for a period of three years at 33% staggered intervals.
- (h) Directors elected to full three-year terms may succeed themselves for two additional three-year terms only. A Director other than the Founding Director serving three consecutive three year terms must vacate his/her position for at least one year before seeking re-election to another three year term.
- (i) No governmental body shall have any power to appoint any member of the Board of Directors.
- (j) At no time shall more than one third of the positions on the Board of Directors be filled by public officials or public employees.
- (k) Under no circumstances shall any Board member who is a public official or employee, have any power to appoint any other member of the Board of Directors, other than the individual vote of the Board member as a Director.

Resignation

- 2.03 Any Director of the corporation may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect upon receipt or at any later time specified therein.

Removal For Cause

- 2.04 (a) Any Director may be removed for cause at any time during his or her term of office by voting of a majority of the Board of Directors present at a regularly scheduled meeting or at special meeting called for that purpose.

- (b) Removal for cause may be predicated upon malfeasance, misfeasance, nonfeasance or adjudication of incompetency by a court having jurisdiction. However, in no event shall the above grounds constitute the exclusive causes for removal.
- (c) Failure to attend three (3) consecutive meetings without notifying the Chair of the Board and offering him or her a satisfactory explanation shall constitute cause for removal.

Vacancies

2.05 Vacancies in the Board of Directors shall exist in the case of the occurrence of any of the following events:

- (a) the death, resignation, or removal for cause of any Director;
- (b) the authorized number of Directors is increased;
- (c) the Board of Directors fails, for whatever reason, to elect the fully authorized number of Directors to be voted in at the last meeting before the end of the fiscal year or at a special meeting of the Board of Directors at which any Director is to be elected; or
- (d) if within sixty days (60) of election, a Director fails to accept the office either in writing or by attending a meeting of the Board of Directors.

Filling Vacancies

2.06 Vacancies may be filled by majority vote of the remaining Directors, though less than a quorum. A Director elected to fill a vacancy shall serve for the unexpired term of his or her predecessor in office.

Standing Committees

2.07 (a) The corporation shall have standing committees which shall assist the Board of Directors in carrying out the business and affairs of the corporation.

- (b) There shall be three standing committees of the corporation. They shall be the Finance and Resource Management Committee, the Development Committee and the Program Committee.
- (1) The Finance and Resource Management Committee shall assist the Chief Executive Officer in preparing and presenting the annual budget to the Board of Directors, make necessary investment choices and generally protect the soundness of the corporation's finances and fiscal operations.
  - (2) The Development Committee shall be responsible for fundraising and capital campaigns, public relations and visibility of the corporation and for intergovernmental relations.
  - (3) The Program Committee shall be responsible for visualizing, planning, developing and evaluating for quality the corporation's programs. It shall have two sub-committees:
    - (i) The Education sub-committee shall be responsible for GED, diploma, certificate of mastery and other such programs.
    - (ii) The Enterprise sub-committee shall be responsible for developing and implementing industry advisory councils in the job career areas of training programs and for looking for opportunities for making programs self-sustaining.
- (c) Each standing committee shall have at least three (3) but not more than ten (10) Directors as members. Other members may be employees of the corporation or volunteers from the community.
- (d) Directors may volunteer to serve on a standing committees. If there are not enough volunteers or too many volunteers for a committee, the Board of Directors shall elect the members of the committees.
- (e) Additional standing committees may be added to the Board of Directors from time to time by a majority vote of the Board of Directors.
- (f) Committee meetings are open to all members of the Board of Directors.

- (g) The Treasurer shall serve as Chair of the Finance and Resource Management Committee. The Board Chair shall appoint other Committee Chairs subject to the approval of the Board of Directors.
- (h) Committees shall meet upon call of the Board of Directors or their chair and shall review activities of the corporation in their areas and make recommendations to the Chief Executive Officer or the Board of Directors. It is recommended that each committee meet monthly.

Advisory Councils

- 2.08 There shall be two councils to advise the Board on various aspects of the operation of the corporation: Associates of the Institute and the Housing Advisory Council.

Associates of the Institute

- 2.09 Associates of the Institute of an unlimited number will be appointed by the Board of Directors to serve a one year term. Members of the Associates of the Institute may be appointed to additional one year terms without limitation. The duties of the Associates of the Institute include offering advice and counsel regarding the mission and long-range planning of the corporation and assisting in the solicitation of contributions to the corporation. Attendance at the regular Board of Directors meetings is welcomed but not required.

Housing Advisory Council

- 2.10 (a) The American Institute for Learning has among its purposes the provision of decent housing that is affordable to low and moderate income persons.
- (b) The American Institute for Learning will provide an advisory council for low income program beneficiaries to advise the organization in all of its decisions regarding the design, siting, development and management of AIL home building programs. The Advisory Council will consist of nine members and meet monthly to advise the organization in all of its decisions regarding the design, siting, development and management of the project. AIL Casa Verde participants will elect two of their peers and one Casa Verde staff member to serve on the council. Three members will be target neighborhood residents

appointed by the AIL Board of Directors. These target neighborhood members may be current or previous AIL Board members, provided they meet target neighborhood eligibility requirements. The first round of home buyers will be selected by the six aforementioned advisory council members and the six council members will appoint three of the program residents to serve on the advisory council. Advisory Council members will serve one year terms and may be re-elected or re-appointed. All selected families will work with the advisory council to review housing needs, site plans and blueprints and give final approval of plans.

Responsibilities of the Advisory Council include:

- (1) family selection using income, lack of adequate shelter, willingness to participate and potential for self-sufficiency criteria;
- (2) ensure that floor plans and sites meet the needs of the family and community;
- (3) meet regularly (a minimum of once a month) with all selected residents to ensure their needs are addressed;
- (4) represent the needs of selected families before the advisory council as a whole; and
- (5) plan and organize functions and events to educate the community about the program and to garner support for the program.

#### Other Committees

2.11

The Board of Directors may designate other committees which shall exercise the powers, have responsibilities, or perform duties authorized by the Directors not inconsistent with these bylaws.



ARTICLE THREE  
PROCEDURESMeetings and Voting

- 3.01 (a) The Board of Directors shall meet monthly unless a meeting is deemed necessary by the Chair and Chief Executive Officer. There will be an orientation meeting held each year for the new members of the Board of Directors. Special meetings of the Board of Directors may be called at the request of the Chair or any three (3) Directors. The Board of Directors may meet at any place designated by the Chair. The Secretary shall cause the Directors to be notified of regular or canceled meetings at least five (5) days in advance. Notice may be given to those present in an announcement at a previous meeting. Notice of special meetings must be given two (2) days in advance. Special meetings shall be called at the discretion of the Chief Executive Officer and the Chair.
- (b) One-third of the Directors shall constitute a quorum for the transaction of business.
- (c) Every act done or decision made by a majority of the Directors present at any meeting duly held at which a quorum is present is an act of the Board of Directors, unless an act of greater number is required by these bylaws.
- (d) Any action required or permitted to be taken by the Board of Directors under any provision of the Texas Non-Profit Corporation Act or under these bylaws may be taken without a meeting, if a majority of all members shall individually or collectively consent in writing to such action. Such written consent shall have the same force and effect as a majority vote of such Directors.

Personal or Adverse Interest

- 3.02 Any contract or other transaction between the corporation and any of its Directors (or any corporation or firm in which any of its Directors is directly or indirectly interested) shall be valid for all purposes notwithstanding the presence of such Director at the meeting authorizing such contract or transaction provided, however, that the Director has made a full disclosure to the Board of Directors of his/her interest. Such interested Director may be

counted in determining whether a quorum is present but not in calculating the majority necessary to carry such a vote.

#### Compensation

- 3.03 Directors as such shall not receive any salaries for their services, but may be compensated for any actual or necessary expenses incurred in the performance of their duties for the corporation.

### ARTICLE FOUR OFFICERS

#### Number and Titles

- 4.01 The officers of the corporation shall be a Chair, First Vice-Chair, Second Vice-Chair, Secretary and a Treasurer. The corporation may also have, at the discretion of the Board of Directors, such other officers as may be appointed by the Directors. One person may hold two or more offices, except those of Chair and Secretary. The officers shall be elected by the Board of Directors to serve three year terms of office. The election shall be conducted at the Board of Directors' last meeting preceding the close of the fiscal year. Officers can be elected to serve no more than three consecutive three year terms of office.

#### Nomination and Election

- 4.02 The Nominating Committee shall prepare and submit to the Board of Directors at its annual meeting, nominations for the offices due to become vacant by virtue of the expiration of the term of the person holding office. The election of officers at the annual meeting shall be by vote of the majority of the Board of Directors present.

#### Vacancies

- 4.03 If a vacancy occurs during the term of the office for any elected officer, the Board of Directors shall fill the vacancy in the same manner provided for the election at an annual meeting.

Chair

- 4.04 (a) The Chair will preside at all meetings of the Board of Directors and shall be an ex-officio member of all standing committees, unless otherwise provided by the Board of Directors or these bylaws.
- (b) The Chair shall, with the advice of the Board of Directors and in accordance with the requirements of these bylaws set and cause the secretary to give notice of the agenda for each meeting of the Board of Directors.
- (c) The Chair shall have the duty to generally supervise, direct or control the business and officers of the corporation and shall exercise such supervisory powers as may be given him/her by the Board of Directors from time to time.

Vice-Chair(s)

- 4.05 (a) The First Vice-Chair shall preside at meetings and conduct the business of the corporation in the absence or disability of the Chair unless other provision is made by the Board of Directors.
- (b) The First Vice-Chair shall be the parliamentarian and interpret any ambiguities of the bylaws.
- (c) The Second Vice-Chair shall assume the duties of the First Vice-Chair in the absence or disability of the First Vice-Chair.

Treasurer

- 4.06 (a) The Treasurer shall keep all financial records or copies thereof at the principal office of the corporation and exhibit them to any Director during regular business hours.
- (b) The Treasurer and staff of the corporation shall devise a plan providing for the acceptance and disbursement of all funds of the corporation which shall be approved by the Board of Directors.
- (c) All funds and securities of the corporation shall be in the custody or control of the Treasurer.

- (d) The Treasurer with the approval of the Board of Directors shall set up all checking, savings and investment accounts of the corporation, and deposit all such funds in the name of the corporation in such accounts.
- (e) The Treasurer's signature shall be the authorized signator for all checking, savings and investment accounts of the corporation unless the Treasurer, with the approval of the Board of Directors, designates another member of the Board of Directors or employee of the corporation as the authorized signator for a particular type of disbursement.
- (f) The Treasurer shall render to the Chair and the Board of Directors, whenever they request it, an accounting of all transactions and of the financial condition of the corporation.

Secretary

- 4.07
- (a) The Secretary shall attest to and keep the bylaws and other legal records of the corporation or copies thereof at the principal office of the corporation.
  - (b) The Secretary shall keep a record of the names and addresses of the Directors entitled to vote at the principal office of the corporation.
  - (c) The Secretary shall take or cause to be taken minutes at all meetings of the committees or Board of Directors and keep copies of all those minutes at the principal office of the corporation.
  - (d) The Secretary shall with the approval of the Board of Directors set up the procedures for any elections held by the corporation. The Secretary shall keep a record of all votes cast in such elections.
  - (e) The Secretary shall cause all records of the corporation, minutes of all official meetings and records of all votes to be available for inspection by any member of the Board of Directors at the principal office of the corporation during regular business hours.
  - (f) The Secretary shall see that all notices are duly given in accordance with these bylaws or as required by law.

- (g) The Secretary shall with the assistance of the Second Vice-Chair see that all books, reports, statements, certificates and other documents and records by law are properly kept and filed.
- (h) In the case of the absence or disability of the secretary, or the secretary's refusal or neglect to act, the Second Vice-Chair shall perform all of the functions of the secretary.

Executive Committee

4.08 The Chair, First and Second-Vice Chair, Treasurer, Secretary, Past-Chair, and Chair of each Standing Committee shall constitute and serve as the Executive Committee. A majority of the Executive Committee shall constitute a quorum for the transaction of business. The Executive Committee shall have such power and authority to conduct the business and affairs of the corporation between regularly scheduled meetings of the full Board. Any and all actions taken by the Executive Committee shall be presented to the full Board for approval and/or ratification. The Executive Committee shall meet monthly, execute Board of Directors' directives, act for the Board of Directors in emergencies and evaluate staff performance and adherence to the corporation's mission.

Fidelity Bond

4.09 The corporation at its expense shall provide a fidelity bond to cover all board members.

ARTICLE FIVE  
RULES OF PROCEDURE

5.01 The proceedings and business of the Board of Directors shall be governed by the Robert's Rules of Order unless otherwise provided herein.

ARTICLE SIX  
CHIEF EXECUTIVE OFFICER

Chief Executive Officer

- 6.01 (a) The Board of Directors shall hire an Chief Executive Officer of the American Institute for Learning who shall serve at the pleasure of the Board of Directors.
- (b) The Chief Executive Officer shall be paid an annual salary set by the Board of Directors.
- (c) Subject to such supervisory powers as are vested in the Board of Directors, the Chief Executive Officer shall supervise, direct and control the business of the corporation and have the general powers and duties of managing the day to day affairs of the corporation and shall have such other powers and duties as may be prescribed by the Board of Directors or by these bylaws.

Duties and Limitations

- 6.02 (a) The Chief Executive Officer may engage in negotiations involving commitments of the resources of the corporation or the acceptance of money or resources by the corporation. Any final contract, deed, conveyance, notice, lease, promissory note or legal written instrument shall be executed by the Chief Executive Officer and the Chair or his or her designee, in accordance with approved budget or through general authorization of the Board. Transactions not previously approved or which have a value of \$15,000 or more shall require majority approval of the Executive Committee or at its discretion by a majority of the Board of Directors. In the event that the delay of a transaction, which has a value of more than \$15,000 but less than \$25,000, would cause material loss of value or good will, the Chief Executive Officer may execute such transaction provided that the Chair is notified of the transaction within five (5) days of the transaction and the transaction is ratified at the next meeting of the Board of Directors. When authorized by the Board of Directors, and in accordance with the annual budget, the Chief Executive Officer may dispense the funds of the corporation.
- (b) The Chief Executive Officer shall represent the corporation in person or by substitute to all other groups, associations, foundations or other organizations.

- (c) The Chief Executive Officer shall cause an annual budget including a compensation plan to be presented to the Board of Directors for its approval.
- (d) The Chief Executive Officer shall render an annual report of the activities of the corporation, including its financial activities, and a projection of its plans for the following year, including its financial plans, to the Board of Directors.
- (e) The Chief Executive Officer shall keep the Board of Directors informed about the activities of the corporation on a bi-monthly basis.
- (f) The Board of Directors may transfer any of the powers and duties given the Chief Executive Officer by these bylaws to the Chair. The Board of Directors shall notify the Chief Executive Officer in writing of any changes in his/her powers or duties.
- (g) The Chief Executive Officer assures the expertise and efficiency of the staff to achieve the corporation's mission.

Employees

- 6.03 (a) The Chief Executive Officer shall from time to time hire whatever employees or contract with persons as necessary to staff the programs of the American Institute for Learning and accomplish the tasks necessary to run the Institute.
- (b) The Chief Executive Officer may appoint and remove, employ and discharge, and may prescribe the duties of all agents and employees of the corporation, other than the Chief Executive Officer, pursuant to the personnel policies approved by the Board of Directors.

ARTICLE SEVEN  
NON-DISCRIMINATION

- 7.01 Neither the corporation nor any of its programs or projects nor the programs or projects with which it is affiliated shall unlawfully discriminate on account of sex, race, color, age, national origin, religion or disability.

ARTICLE EIGHT  
AMENDMENTS

8.01 These bylaws may be amended by majority vote of the full Board of Directors at its last meeting preceding the close of the fiscal year or at a special meeting called for that purpose.



# ATTACHMENT # 30

**12 C.2. Evidence of Eligibility of Sponsoring Entity**

Letter of Credit

Bank One, Texas, NA  
PO Bdx 2266  
Austin, TX 78780  
7600 Burnet Road  
Austin, TX 78757

tel 512 479 5400

APPLICATION



Friday, October 20, 2000

To Whom It May Concern:

American Youth Works also known as American Institute for Learning has been a premier customer since Dec 1996. They have handled their accounts satisfactory with a Medium 6 figure average balance. Bank One, Texas has granted several term loans over the last 5 years which have been paid in a timely manner.

Please direct any additional inquiries to my attention at (512)467-5771.

Sincerely,

A handwritten signature in black ink, appearing to be "Alix Obermeyer", written over a horizontal line.

Alix Obermeyer  
Vice President

# ATTACHMENT # 31

**12 C.3. Evidence of Eligibility of Sponsoring Entity**

**Most Recent IRS Filing**

**\*990 FORM\***

**PAGE 452 - 468 = 17 PAGES**

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

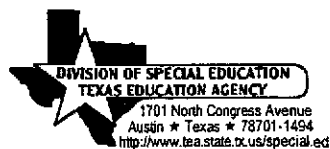
**17 PAGES HAVE BEEN WITHHELD**

# Special Education Overview

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First Generation

**American Youth Works  
Charter School**



**Family Educational Rights and Privacy Act Protected Material**

2 pages have been withheld

**PLEASE NOTE:** Pages have been removed from the responsive material. These pages contain material that is protected by the Family Educational Rights and Privacy Act (FERPA). Information redacted could include items such as the student's name, names of family members, addresses, personal identifiers such as social security numbers, and personal characteristics or other information that make the student's identity easily traceable. If you have any questions or concerns regarding the redaction of this material, please contact the Open Records Office at [PIR@tea.state.tx.us](mailto:PIR@tea.state.tx.us).

Response to Renewal Application for American YouthWorks  
(formerly American Institute for Learning)

Special Education Issues

1. Observation/assessment 300.530-300.543 All documents/forms have been revised to reflect the requirements of the 1997 amendments of IDEA. All team members necessary to determine the existence of a specific learning disability are present at ARD meeting, classroom observations are conducted and reported on newly created forms that meet the federal requirements and any additional team members necessary to make decisions at the ARD are in attendance.
2. Development and Implementation of the IEP 300.342-300.350 The development, review and revision of all IEP's are completed within the timelines of the federal requirements as outlined in the policy and procedures of the Austin Area Charter School Cooperative that American YouthWorks (AYW) is a member of, these policies and procedures were a part of their renewal packet submitted to TEA. All IEP's are reviewed annually and meet all of the federal requirements
3. Certified Personnel 300.23 & 300.136 All special education services are either provided by or designed, monitored and evaluated by certified personnel. All personnel certification paperwork is on file in the administrative office of the charter school
4. TAAS DATA during 1999-2000 TEA reported that; "no special education students were eligible to take the TAAS." This is incorrect information and has been addressed and corrected. The correct response should have been that no special education students were exempt from taking the TAAS. Newly developed ARD forms for the COOP address why the state assessment is not appropriate for a student if that determination has been made by the ARD committee.

Please let me know if you need any additional information or supporting documentation.

Respectfully submitted,

Deborah Havens Date 3/20/01  
Deborah Havens Ph. D.  
Special Education Director of the  
Austin Area Charter School Cooperative

RECEIVED  
MAR 20 2001 470

### GENERATION 1 CHARTER SCHOOLS RENEWAL APPLICATION REVIEW

Please list and explain any issues that need clarification in the interview process.

ISSUE(S)	REQUIRED INFORMATION	APPLICATION PROVIDED
General Assurance		Attachment V, page 1 "AMERICAN YOUTHWORKS CHARTER SCHOOL will comply with federal requirements to implement the Individuals with Disabilities Education Act and federal regulations to provide a free appropriate [public] education, while respecting the confidentiality of all personally identifiable information."
Prior notice by agency; content of notice 300.503; .345	<i>Any reference or assurance to follow 34 CFR 300.503 and 300.345</i>	Application outlines prior notice and content of notice with exception to the state definition of "reasonable time."  <b>NOTE</b> Commissioner's Rule defines "reasonable time" as five school days.
Observation (assessment/ evaluation) 300.530 – 300.543	<i>Any reference or assurance to follow 34 CFR 300.530, 300.543, and TEC 29.004</i>  <ul style="list-style-type: none"> <li>• Initial evaluation</li> <li>• Evaluation procedures</li> <li>• Determination of needed evaluation data</li> <li>• Determination of eligibility</li> <li>• Procedures for determining eligibility &amp; placement</li> <li>• Reevaluation</li> <li>• Additional team members</li> <li>• Criteria for determining the existence of specific learning disabilities</li> <li>• Observation</li> <li>• Written report</li> </ul>	Application provided: <ul style="list-style-type: none"> <li>• Initial evaluation</li> <li>• Evaluation procedures</li> <li>• Determination of needed evaluation data</li> <li>• Determination of eligibility</li> <li>• Procedures for determining eligibility &amp; placement</li> <li>• Reevaluation</li> <li>• Written report</li> </ul> <b>NOTE</b> Attachment V, Page 18. ➤ An ARD committee meeting must be held in order to determine that a student does not qualify for special education.  <b>MISSING</b> <ul style="list-style-type: none"> <li>• Additional team members</li> <li>• Criteria for determining the existence of specific learning disabilities</li> <li>• Observation</li> </ul>



<p>Development &amp; implementation of the IEP 300.342 – 300.350</p>	<p><i>Any reference or assurance to follow 34 CFR 300.342-350</i></p> <ul style="list-style-type: none"> <li>• When IEPs must be in effect</li> <li>• IEP / ARD meetings</li> <li>• IEP / ARD team</li> <li>• Development, review, and revision of the IEP (TAC 89.1050)</li> <li>• Content of the IEP</li> <li>• Agency responsibilities for transition services</li> <li>• IEP accountability</li> </ul>	<p>Application addressed the following components:</p> <ul style="list-style-type: none"> <li>• When IEPs must be in effect</li> <li>• IEP / ARD meetings</li> <li>• IEP / ARD team</li> <li>• Content of the IEP</li> <li>• Agency responsibilities for transition services</li> </ul> <p><b>MISSING</b></p> <ul style="list-style-type: none"> <li>• Development, review, and revision of the IEP (TAC 89.1050)</li> <li>• IEP accountability</li> </ul>
<p>Certified Personnel 300.23; 300.136</p>	<p><i>Any reference or assurance to follow 34 CFR 300.23, 300.136, TAC 89.1131, and SBEC certification requirements.</i></p> <ul style="list-style-type: none"> <li>• Qualified Personnel</li> <li>• Personnel standards</li> </ul>	<p>Application included the personnel standards plan.</p> <p><b>NOTE</b> Attachment 5, Page 25, "If specially designed instruction is not provided directly by certified special education personnel, it must be designed, monitored, and evaluated by such personnel on the basis of a written plan, which is evaluated at least once a grading period."</p> <p>➤ TAC 89.1131,</p> <p>(a) All special education and related service personnel shall be certified, endorsed, or licensed in the area or areas of assignment in accordance with 34 Code of Federal Regulations (CFR), §300.15 and §300.153; the Texas Education Code (TEC), §§21.002, 21.003, and 29.304; or appropriate state agency credentials.</p> <p>(b) A teacher who holds a special education certificate or an endorsement may be assigned to any level of a basic special education instructional program serving students 3-21 years of age, in accordance with the limitation of their certification, except for the following.</p> <p>➤ TAC 89.63 (c) (1), Mainstream. This instructional arrangement/ setting is for providing special education and related services to a</p>

<p>Certified Personnel (con't.)</p>		<p>student in the regular classroom in accordance with the student's IEP. Qualified special education personnel must be involved in the implementation of the student's IEP through the provision of direct, indirect and/or support services to the student and/or the student's regular classroom teacher(s) necessary to enrich the regular classroom and enable student success. The student's IEP must specify the services that will be provided by qualified special education personnel to enable the student to appropriately progress in the general education curriculum and/or appropriately advance in achieving the goals set out in the student's IEP. Examples of services provided in this instructional arrangement include, but are not limited to, direct instruction, helping teacher, team teaching, co-teaching, interpreter, education aides, curricular or instructional modifications/accommodations, special materials/equipment, consultation with the student and his/her regular classroom teachers(s) regarding the student's progress in regular education classes, staff development, and reduction of ratio of students to instructional staff.</p>
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**Please list and explain any areas of concern that need to be raised before the State Board of Education.**

CONCERN	ASSURANCE REQUESTED
<p>Charter could be at-risk for potential:</p> <ul style="list-style-type: none"> <li>• Due process hearings</li> <li>• FAPE violations</li> <li>• Compliance issues</li> </ul>	<p>Will the charter submit documentation of knowledge in the specific areas requested above?</p>

AMERICAN YOUTHWORKS CHARTER SCHOOL

**Admissions:** OK (p. 33).

**Geographic Boundaries:** OK (p. 35).

**Impact Statement:** OK (p. 35 & Attachments).

**Public Notice:** OK (Attachment #11).

**Facilities:** American YouthWorks has constructed a new facility in downtown Austin, which I thought was owned by the sponsoring entity (pp. 10, 41). We might ask the applicants to clarify who the entity shown as Lessor in Attachment #24 ("Austin Charter Schools, Inc.") is.

**Governance Structure:** OK (pp. 8, 44-46 & Attachment #29).

**Evidence of Nonprofit Status:** OK (Attachment #29).

flooding. Partners in this project included the Texas Paddlers Association, Lower Colorado River Authority, Texas Natural Resource Commission, and the Texas Parks and Wildlife Department.

Though these and similar activities, it is the goal of AYW to help young people experience and develop activities that lead to life-long interests and healthy lifestyles.

Student clubs are generated from student interests brought forth to the Student Policy Council. Examples of clubs include art, creative writing, Spanish, hip-hop, rap, and gardening. Clubs change over time as student interests change.

AYW partnership agreements entered into with other public or private agencies for the provision of student activities are only to the extent that the partnership supports and enhances student learning.

### **5 C. Admissions Policy**

#### **5 C.1. Describe the timeline used for admitting students, including the process for the admission lottery for students.**

The admissions process at AYW takes approximately three weeks, from initial contact to final enrollment. The applicant must attend an information meeting, take the Test for Basic Education (TABE), complete a Home Language Survey, and meet with a counselor. At the information meeting, applicants and their parents or guardians learn about the various AYW programs, the enrollment steps, and are provided a list of required documents to submit for student enrollment. At the counselor meeting, the applicant completes an interview packet and the counselor sets the applicant's enrollment date. Once the applicant has completed all the steps toward enrollment, their final enrollment in the Charter School is based on space availability. As space becomes available, applicants who have completed the steps to enrollment are selected at random from the waiting list.

#### **5 C.2. Explain how these policies further the mission of the school in a non-discriminatory fashion.**

AYW's mission is: *To empower individuals to become productive, self-sufficient citizens through a holistic approach incorporating the arts, innovative learning, personal development and economic opportunities.* Neither the AYW corporation nor any of its programs or projects discriminates on account of gender, race, color, age, national origin, religion, disability, sexual orientation or familial status. AYW follows Texas Education Code Chapter 12, Section 111, Number (6): (...charter must not...) prohibit discrimination in admission policy on the basis of sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the child would otherwise attend in accordance with this code..".

AYW does not discriminate against students who have a record of involvement with the criminal justice system.

Charles Moody  
Legal Services Division  
Texas Education Agency

1<sup>st</sup> Generation Renewal Application Review

American YouthWorks Charter School

**Facilities:** The entity shown as Lessor in Attachment #24 is the Austin Charter School, Inc. that leases the space to American YouthWorks Charter School for the purpose of operating the school and its classes and programs. None of the monies are used to fund building of new space, etc. Some of the monies are used for building maintenance and repair as is required of the Lessee by the Lessor.

MEMORANDUM

To: Mary Perry

From: Lori Lee

Date: Friday, December 08, 2000

RE: Review of Charter Application for American Youthworks Charter School

The following summarizes various issues and/or concerns for American Youthworks Charter School based on our review of their charter application.

The charter school will need to bear in mind that the new contract for charter will require a fiscal year end of August 31, and the charter school's fiscal year end is September 30. The school will need to adjust their fiscal year end.

**Budget**

The charter school is on the School Breakfast Program yet they did not budget any expenses for foodservice.

In last years income statements payroll fluctuates drastically from month to month.

**Calendar**

Calendars do not indicate six 6 week reporting periods.

List of Audit Activities for 1st Generation Charter Schools

Contingencies

161-801	Waco Charter	2/2/2000	On -Site Review	see comment	1	no financial audit done, 1st 2 audits late, \$98,561 deficit, will need to change the fiscal year end from 04/30 to 8/31
178-801	Academy of Transitional Studies	12/15/1998	On -Site Review	1	2	received email on 04/28/99 requesting a visit due to financial concerns, but no visit was made, last audit late, no deficit
178-802	Seashore Learning Center					never visited, all audits late, will need to change year end from 6/30 to 08/31
227-801	American Youth Works	2/9/2000	On -Site Review	6	4	all audits late, will need to change fiscal year end from 09/30 to 08/31
227-802	Texas Academy of Excellence	10/13/1998	On -Site Review	13	12	all audit reports late, \$47,807 deficit

Ramon Medina School Financial Audits

Head Auditor over C/S-

463-9095

will be back 3/9

Ramon Medina / Rita Chase  
Division of School Financial Audits  
Texas Education Agency

**Fiscal Year End:** at TEA, during the first renewal meeting, a solution for the fiscal year end concern was negotiated. Zachary H. Lynde, CFO for American YouthWorks, discussed with Ramon Medina, Head of Charter School Audit Division, a plan for preparing the requested financial information.

The first topic discussed revolved around the primary source of funding. AYW receives approximately one seventh of its funding from TEA, with the majority comprised of federal funding. The fiscal year end adopted by AYW reflects a federal fiscal period. For AYW to change this year-end represents a significant change in operations for reconciliation of federal dollars received.

Financial integrity was the first focus of conversation. It was agreed that our Annual Financial Report, audited for compliance to the Single Audit Act (A-133), was sufficient evidence of adherence to the proper accounting and financial controls needed by TEA.

It was further discussed that TEA has to have information stated in accordance with the Financial Activities of Schedule A-2 (GASB) to consolidate school activities for the Consolidated Annual Financial Report.

To solve this condition, AYW agreed to prepare its Mid Year Collection for PEIMS by using its audited Annual Financial Report, Statement of Activities for American YouthWorks Charter School showing the reconciliation. AYW is separated by one month, September, in order to restate activities to the TEA fiscal year end. AYW agreed to prepare a Statement of Reconciliation showing the Audited Statement of Activities with the changes for restatement that will equate to activities that match the TEA fiscal year revenues and Expenditures.

We are pleased to report that this year, on March 1, 2000, Region XIII accepted our Mid-Year Collection of Financial Data into PEIMS and we are submitting our Statement of Reconciliation along with our audited Annual Financial Report. We feel this solution both certifies the integrity of our financial operations and allows our activities to be stated fairly and accurately for TEA to prepare its own financial statements.

#### Submission of the Audit:

We are making every attempt to be in compliance with TEA for audit submission. TEA operates under the GASB Standards and State guidelines for schools. Accordingly, TEA asks that we submit an audited Annual Financial Report 120 days from the close of its fiscal year end.

We would like to note, however, that AYW is not-for-profit corporation under the IRS Rules, 501 (c)(3). Therefore, our compliance is regulated by FASB Standards. By FASB



Standards, audited Annual Financial Reports are due to funding sources not more than 90 days after the audit is completed and not more than 9 months from the close of the fiscal year end.

We have recently made changes to our accounting system that will significantly increase the speed of our annual audit. We hope these changes allow us to complete our audit by December 30 of 2001 this year. That leaves only three months to complete our audit. However, it would represent a significant cost to our organization to pay an increased amount to staff the audit teams contracted each year to complete our audit. We understand that the submission of the audit has been late but that we are taking even more steps to meeting this requirement. We would like to ask TEA to consider that we submit our Budget and Mid-Year Collection to PEIMS on time each year. By submitting this information on time and shortening, in all ways, the submission of our audit we are meeting the FASB Standards and working with TEA to the best of our abilities.

**Budget:**

Payroll Variances - Following our conversation with Rita Chase, it was instructed that no written response was required for this item. As per our discussion, the unaudited income statements do not reflect the consolidation of all AYW Charter School activities whereas the audited Annual Financial Report and PEIMS Mid-Year Collection reflects accurately the year's operations.

**Charter School American YouthWorks Charter School**  
**For the Fiscal Year Ended September 30, 2000**

**Charter School Budget Categories**

	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Net Assets at Beginning of Year</b>				184,544
<b>Estimated Revenues:</b>				
Local Sources		15,000		15,000
State Sources		900,000		900,000
Federal Sources		75,000		75,000
Other Sources		15,000		15,000
<b>Total Estimated Revenues</b>		1,005,000	0	1,189,544
<b>Estimated Expenses:</b>				
Payroll Costs	6100	717,000	0	717,000
Professional and Contracted Services	6200	73,500	0	73,500
Supplies and Materials	6300	56,500	0	56,500
Other Operating Costs	6400	143,500	0	143,500
Debt Expense	6500	0	0	0
<b>Total Estimated Expenses</b>		990,500	0	990,500
<b>Gains</b>	7950			0
<b>Losses</b>	8950			0
<b>Change in Net Assets</b>		0	0	0
<b>Net Assets at End of Year</b>		14,500	0	199,044

**Charter School American YouthWorks Charter School**  
**For the Fiscal Year Ended September 30, 2000**

**Charter School Budget Categories (Continued)**

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Instruction</b>	<b>11</b>				
Payroll Costs		6100	525,000		525,000
Professional and Contracted Services		6200	35,000		35,000
Supplies and Materials		6300	15,000		15,000
Other Operating Costs		6400			0
Debt Expense		6500			0
<b>Total Instruction</b>			<b>575,000</b>	<b>0</b>	<b>575,000</b>
<b>Instructional Resources and Media Services</b>	<b>12</b>				
Payroll Costs		6100			0
Professional and Contracted Services		6200	2,500		2,500
Supplies and Materials		6300	5,000		5,000
Other Operating Costs		6400	500		500
Debt Expense		6500			0
<b>Total Instructional Resources and Media Services</b>			<b>8,000</b>	<b>0</b>	<b>8,000</b>
<b>Curriculum Development and Instructional Staff Development</b>	<b>13</b>				
Payroll Costs		6100	5,000		5,000
Professional and Contracted Services		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400			0
Debt Expense		6500			0
<b>Total Curriculum and Instructional Staff Development</b>			<b>5,000</b>	<b>0</b>	<b>5,000</b>

**Charter School American YouthWorks Charter School**  
**For the Fiscal Year Ended September 30, \_2000\_**

**Charter School Budget Categories (Continued)**

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Instructional Leadership:</b>	21				
Payroll Costs		6100			0
Professional and Contracted Service:		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400			0
Debt Interest		6500			0
<b>Total Instructional Leadership</b>			0	0	0
<b>School Leadership:</b>	23				
Payroll Costs		6100	25,000		25,000
Professional and Contracted Service:		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400			0
Debt Interest		6500			0
<b>Total School Leadership</b>			25,000	0	25,000
<b>Guidance, Counseling and Evaluation Services</b>	31				
Payroll Costs		6100	90,000		90,000
Professional and Contracted Service:		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400			0
Debt Interest		6500			0
<b>Total Guidance, Counseling and Evaluation Services</b>			90,000	0	90,000

**Charter School American YouthWorks Charter School**  
**For the Fiscal Year Ended September 30, \_2000\_**

**Charter School Budget Categories (Continued)**

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Social Work Services:</b>	<b>32</b>				
Payroll Costs		6100			0
Professional and Contracted Service:		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400	5,000		5,000
Debt Expense		6500			0
<b>Total Social Work Services</b>			<b>5,000</b>	<b>0</b>	<b>5,000</b>
<b>Health Services:</b>	<b>33</b>				
Payroll Costs		6100	28,000		28,000
Professional and Contracted Service:		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400			0
Debt Expense		6500			0
<b>Total Health Services</b>			<b>28,000</b>	<b>0</b>	<b>28,000</b>
<b>Student Transportation</b>	<b>34</b>				
Payroll Costs		6100			0
Professional and Contracted Service:		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400	10,000		10,000
Debt Expense		6500			0
<b>Total Student Transportation</b>			<b>10,000</b>	<b>0</b>	<b>10,000</b>

**Charter School American YouthWorks Charter School**  
**For the Fiscal Year Ended September 30, 2000**

**Charter School Budget Categories (Continued)**

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Food Services:</b>	35				
Payroll Costs		6100			0
Professional and Contracted Services:		6200			0
Supplies and Materials		6300	4,500		4,500
Other Operating Costs		6400			0
Debt Expense		6500			0
<b>Total Food Services</b>			<b>4,500</b>	<b>0</b>	<b>4,500</b>
<b>Cocurricular/Extracurricular Activities:</b>	36				
Payroll Costs		6100			0
Professional and Contracted Services:		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400			0
Debt Expense		6500			0
<b>Total Cocurricular/Extracurricular Activities:</b>			<b>0</b>	<b>0</b>	<b>0</b>
<b>General Administration:</b>	41				
Payroll Costs		6100	27,000		27,000
Professional and Contracted Services:		6200			0
Supplies and Materials		6300	22,000		22,000
Other Operating Costs		6400	83,000		83,000
Debt Expense		6500			0
<b>Total General Administration</b>			<b>132,000</b>	<b>0</b>	<b>132,000</b>

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**Charter School American YouthWorks Charter School**  
**For the Fiscal Year Ended September 30, 2000**

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**Charter School Budget Categories (Continued)**

---

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Plant Maintenance and Operations:</b>					
	51				
Payroll Costs		6100	17,000		17,000
Professional and Contracted Service:		6200	20,000		20,000
Supplies and Materials		6300	10,000		10,000
Other Operating Costs		6400	45,000		45,000
Debt Expense		6500			0
<b>Total Plant Maintenance and Operations</b>			<b>92,000</b>	<b>0</b>	<b>92,000</b>
<b>Security and Monitoring Services:</b>					
	52				
Payroll Costs		6100			0
Professional and Contracted Service:		6200	16,000		16,000
Supplies and Materials		6300			0
Other Operating Costs		6400			0
Debt Expense		6500			0
<b>Total Security and Monitoring Services:</b>			<b>16,000</b>	<b>0</b>	<b>16,000</b>
<b>Data Processing Services:</b>					
	53				
Payroll Costs		6100			0
Professional and Contracted Service:		6200			0
Supplies and Materials		6300			0
Other Operating Costs		6400			0
Debt Expense		6500			0
<b>Total Data Processing Services</b>			<b>0</b>	<b>0</b>	<b>0</b>

**Charter School American YouthWorks Charter School**  
**For the Fiscal Year Ended September 30, \_2000\_**

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**Charter School Budget Categories (Continued)**

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



**American YouthWorks Charter School**  
**Statement of Reconciliation**  
**AYW Audited Financial Reports to PEIMS Mid-Year Collection**  
**Fiscal Year End August 31, 2000**

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Contingencies

Description	Fund	Function	Object	Organization	Fiscal Year	Program Code	Audit FY 2000 Sept 30	99-00 Charter Schl Adj (+Sept)	00-01 Charter Schl Adj (-Sept)	2001 Mid Year Collect
Charter School 89-99	199	00	5812	000	0	00	00	77639	0	77639
Charter School 99-00	199	00	5812	000	0	00	00	77608	0	77608
Charter School 99-00	199	00	5812	000	0	00	999307	0	0	999307
Charter School 00-01							89241	0	89241	00
Public Charter Schools	289	00	5929	000	0	00	40000	0	12595	27405
Breakfast Program	240	00	5921	000	0	00	415	65	95	385
Technology Allocation	411	00	5829	000	0	00	2829	0	-3139	5968
Title I	211	00	5929	000	0	00	34049	0	0	34049
Title II	210	00	5929	000	0	00	1414	0	0	1414
Title IV	204	00	5929	000	0	00	751	0	0	751
Title VI	235	00	5929	000	0	00	1789	0	0	1789
Basic Charter	199	00	5812	000	0	00	7918	0	0	7918
TIF	413	00	5839	000	0	00	38320	0	0	38320
IDEA-B Formula	224	00	5929	000	0	00	8152	0	0	8152
SSA IDEA-B & SSA COOP	226	00	5929	000	0	00	40855		14212	26643
Community Technology Centers	289	00	5949	000	0	00	32750	0	11218	21532
Mini Grants ( add with Publiccs)	289	00	5929	000	0	00	6000	0	0	6000
Hammill Sepc Ed	199	00	5744	000	0	00	9936	0	0	9936
<b>Total Revenues and Support</b>							<b>1313726</b>	<b>155312</b>	<b>124222</b>	<b>1344816</b>
Salaries - Teaching	199	11	6119	001	0	11	416329	68487	88685	396131
Salaries - TRS Retirement	199	11	6146	001	0	11	76355	383	2257	74481
Medicare	199	11	6141	001	0	11	11543	0	1021	10522
Career and Technology pc 22	289	11	6119	001	0	22	27390	0	0	27390
Benefits	289	11	6142	001	0	22	3353	0	0	3353
Services to Special Ed pc23	199	11	6119	001	0	23	22116	0	1105	21011
Benefits	199	11	6142	001	0	23	2708	0	0	2708
Bilingual pc 25	199	11	6119	001	0	25	11721	0	0	11721
Benefits	199	11	6142	001	0	25	1279	0	0	1279
Ciriculum Dev pc 99 fc 13	199	13	6119	001	0	99	6236	0	0	6236
Benefits	199	13	6142	001	0	99	764	0	0	764
School Leadership	199	23	6119	001	0	11	17820	0	0	17820
Benefits	199	23	6142	001	0	11	2180	0	0	2180
Guidance	199	31	6119	001	0	99	80183	0	0	80183
Benefits	199	31	6142	001	0	99	9817	0	0	9817
General and Admine	199	41	6119	720	0	99	26282	0	0	26282

**American YouthWorks Charter School  
Statement of Reconciliation  
AYW Audited Financial Reports to PEIMS Mid-Year Collection  
Fiscal Year End August 31, 2000**

Contingencies	Description	Fund	Function	Object	Organization	Fiscal Year	Program Code	Audit FY 2000 Sept 30	99-00 Charter SchI Adj (+Sept)	00-01 Charter SchI Adj (-Sept)	2001 Mid Year Collect
Benefits		199	41	6142	720	0	99	3218	0	0	3218
Plant and Operations		199	51	6119	999	0	99	16037	0	0	16037
Benefits		199	51	6142	999	0	99	1963	0	25	1938
SUI		199	41	6145	999	0	99	2935	0	87	2848
Workers Comp		199	41	6143	999	0	99	2258	0	18	2240
Substitutes		199	11	6112	001	0	11	32159	0	178	31981
Group Health Insurance		199	11	6142	001	0	11	43463	0	5200	38263
Occupancy		199	51	6269	999	0	99	55428	4168	11917	47679
Utilities		199	51	6259	999	0	99	40632	5430	5554	40508
Security		199	52	6269	999	0	99	10822	348	811	10359
Janitorial		199	51	6319	999	0	99	3849	790	0	4639
Contracting Services		199	41	6219	720	0	11	20580	802	3840	17542
Contract Serv Audit		199	41	6212	720	0	11	3000	0	0	3000
Supplies General		199	41	6399	720	0	99	26158	1566	2881	24843
Supplies School		199	11	6399	001	0	11	17452	349	8584	9217
Technology Allotment		411	11	6399	001	0	11	2829	0	0	2829
Postage		199	41	6399	720	0	99	3106	258	-120	3484
Telephone (add with Utilities)		199	51	6259	999	0	99	28587	1334	3266	26655
Travel/Transportation		199	41	6411	720	0	99	3567	232	-58	3857
Training		199	13	6219	001	0	99	3550	355	-505	4410
Advertising/Public Relations		199	11	6499	001	0	99	5022	115	273	4864
Insurance		199	41	6429	720	0	99	8316	16547	932	23931
Publications		199	12	6329	001	0	11	1094	0	50	1044
Specific Assistance		199	41	6419	720	0	11	4086	0	0	4086
Repairs and Maintenance		199	51	6249	999	0	99	13834	1021	748	14107
Equipment Rental		199	41	6269	720	0	99	17865	538	3529	14874
Other		199	41	6412	720	0	99	390	0	-378	768
<b>Total Expenses</b>								<b>1088276</b>	<b>102723</b>	<b>139900</b>	<b>1051099</b>
<b>Excess Revenues (Expenses)</b>								<b>225450</b>	<b>52589</b>	<b>-15678</b>	<b>293717</b>
<b>Transfers in and (out)</b>								<b>10495</b>			<b>10495</b>
<b>Equipment Transfers</b>								<b>-47163</b>			<b>-47163</b>
<b>Excess Revenues (Expenses)</b>								<b>188782</b>	<b>52589</b>	<b>-15678</b>	<b>257049</b>
<b>Beginning Net Assets</b>								<b>167044</b>			<b>167044</b>
<b>Fund Balance</b>								<b>355826</b>	<b>52589</b>	<b>-15678</b>	<b>424093</b>

A M E R I C A N  
**YOUTHWORKS**  
 Building Tomorrow's Citizens

RECEIVED

July 2, 2001

Dr. Ann Smisko  
 Associate Commissioner Curriculum Assessment and Technology  
 Texas Education Agency  
 1701 North Congress Avenue  
 Austin, Texas 78701

Dear Dr. Smisko,

This is to confirm your recent telephone conversation with the American YouthWorks Charter School Principal, Rebecca Benz. In May, American YouthWorks submitted a draft of "Policy: Identifying Appropriate Students for TAAS Testing" for your review. I understand from Ms. Benz that your office will review our proposed policy after evaluating the new legislation regarding GED testing.

As you know, this policy and an implementation schedule must be approved by TEA before the renewal contract for the AYW charter is executed. We are happy to continue operating under our current charter until such time as the required policy is approved by TEA.

Respectfully,



Richard H. Halpin  
 CEO/Founder/Superintendent

Cc: ✓ Susan Barnes, Director Charter Division  
 Jim Thompson, Legal Services  
 Charles Moody, Legal Services  
 Rebecca Benz, AYW Charter School Principal

Phone: 512.472.8220 Fax: 512.472.1189



216 East 4th Street Austin, Texas 78701

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Campus: 001

Campus Calendar

Contingencies

Date: March 19, 2001

Track: 1

American YouthWorks Charter School

Time: 10:10 AM

Begin Date Cycle 1: 08/07/2000

Cycle 1 Membership Days: 29

Begin Date of School: 08/07/2000

Begin Date Cycle 2: 09/21/2000

Cycle 2 Membership Days: 27

End Date of School: 06/28/2001

Begin Date Cycle 3: 11/06/2000

Cycle 3 Membership Days: 26

Total Membership Days: 180

Begin Date Cycle 4: 01/22/2001

Cycle 4 Membership Days: 34

Begin Date Cycle 5: 03/26/2001

Cycle 5 Membership Days: 29

Begin Date Cycle 6: 05/09/2001

Cycle 6 Membership Days: 35

Teacher Inservice Days

No Teacher Inservice Days Selected

Holidays

09/04/2000	09/18/2000	09/19/2000	09/20/2000	10/30/2000	10/31/2000
11/01/2000	11/02/2000	11/03/2000	11/22/2000	11/23/2000	11/24/2000
12/13/2000	12/18/2000	12/19/2000	12/20/2000	12/21/2000	12/22/2000
12/25/2000	12/26/2000	12/27/2000	12/28/2000	12/29/2000	01/01/2001
01/02/2001	01/03/2001	01/04/2001	01/05/2001	01/08/2001	01/09/2001
01/10/2001	01/11/2001	01/12/2001	01/15/2001	01/16/2001	01/17/2001
01/18/2001	01/19/2001	02/19/2001	03/12/2001	03/13/2001	03/14/2001
03/15/2001	03/16/2001	03/19/2001	03/20/2001	03/21/2001	03/22/2001
03/23/2001	04/13/2001	05/07/2001	05/08/2001	05/28/2001	06/19/2001

Campus: 001

Campus Calendar

Contingencies

Date: March 19,2001

Track: 2

American YouthWorks Charter School

Time: 10:11 AM

Begin Date Cycle 1:	08/07/2000	Cycle 1 Membership Days:	25	Begin Date of School:	08/07/2000
Begin Date Cycle 2:	09/19/2000	Cycle 2 Membership Days:	27	End Date of School:	06/28/2001
Begin Date Cycle 3:	11/01/2000	Cycle 3 Membership Days:	29	Total Membership Days:	180
Begin Date Cycle 4:	01/16/2001	Cycle 4 Membership Days:	33		
Begin Date Cycle 5:	03/19/2001	Cycle 5 Membership Days:	33		
Begin Date Cycle 6:	05/10/2001	Cycle 6 Membership Days:	33		

Teacher Inservice Days

No Teacher Inservice Days Selected

Holidays

08/11/2000	08/18/2000	08/25/2000	09/01/2000	09/04/2000	09/08/2000
09/15/2000	09/18/2000	09/22/2000	09/29/2000	10/06/2000	10/13/2000
10/20/2000	10/27/2000	10/31/2000	11/03/2000	11/10/2000	11/17/2000
11/22/2000	11/23/2000	11/24/2000	12/01/2000	12/08/2000	12/12/2000
12/13/2000	12/15/2000	12/21/2000	12/22/2000	12/25/2000	12/26/2000
12/27/2000	12/28/2000	12/29/2000	01/01/2001	01/02/2001	01/03/2001
01/04/2001	01/05/2001	01/08/2001	01/09/2001	01/10/2001	01/11/2001
01/12/2001	01/15/2001	01/19/2001	01/26/2001	02/02/2001	02/09/2001
02/14/2001	02/16/2001	02/19/2001	02/23/2001	03/09/2001	03/12/2001
03/13/2001	03/14/2001	03/15/2001	03/16/2001	03/23/2001	03/30/2001
04/06/2001	04/13/2001	04/20/2001	04/27/2001	05/04/2001	05/07/2001
05/11/2001	05/18/2001	05/25/2001	05/28/2001	06/01/2001	06/08/2001
06/15/2001	06/19/2001	06/22/2001			

- August 2000
- 1 - 4 Student Holiday-Staff Work Days
- 2 - Diploma Orientation 9am.
- 3 - GED Orientation 9am.
- 7 - First day of school for 2000 - 2001

Revised

# AMERICAN YOUTHWORKS CHARTER SCHOOL

## 2000-2001 School Day Calendar

AYW Board Approved 7/18/00

REVISED

### September 2000

- 4 - Labor Day
- 18 - Diez y Seis
- 19, 20 - Staff Work Days

### October 2000

- 27 - End of 1st session
- 30, 31 - Staff Work Days

### November 2000

- 1, 2, 3 - Staff Work Days
- 6 - Beginning of 2nd session
- 22 - Veterans' Day
- 23, 24 - Thanksgiving Break

Contingencies

August 2000							September 2000							October 2000							November 2000						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5		4	5	6	7	8	9	1	2	3	4	5	6	7				1	2	3	4
6	(7	8	9	10	11	12	10	11	12	13	14	15	16	8	9	10	11	12	13	14	5	(6	7	8	9	10	11
13	14	15	16	17	18	19	17	18	19	20	21	22	23	15	16	17	18	19	20	21	12	13	14	15	16	17	18
20	21	22	23	24	25	26	24	25	26	27	28	29	30	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30	31										29	30	31					26	27	28	29	30		

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### December 2000

- 15 - End of the 2nd session
- 18-22 - Staff Work Days
- 25-Jan 12 - Winter Break

### January 2001

- 15 - Martin Luther King Day
- 16-19 - Staff Work Days
- 22 - Beginning of 3rd session

### February 2001

- 19 - Presidents' Day

### March 2001

- 9 - End of 3rd session
- 12-16 - Spring Break
- 19-23 - Staff Work Days
- 26 - Beginning of 4th session

### April 2001

- 13 - Good Friday

### May 2001

- 7 - Cinco de Mayo
- 8 - Staff Work Day
- 28 - Memorial Day

### June 2001

- 19 - Juneteenth
- 28 - End of 4th session
- 29 - Staff Work Day

### July 2001

- 4 - Independence Day
- 2-9 - School Closed (Summer Break)
- 10-31 - Staff Work Days

December 2000							January 2001							February 2001							March 2001						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2	7	8	9	10	11	12					1	2	3					1	2	3	
3	4	5	6	7	8	9	14	15	16	17	18	19	4	5	6	7	8	9	10	4	5	6	7	8	9	10	
10	11	12	13	14	15	16	21	22	23	24	25	26	11	12	13	14	15	16	17	11	12	13	14	15	16	17	
17	18	19	20	21	22	23	28	29	30	31			18	19	20	21	22	23	24	18	19	20	21	22	23	24	
24	25	26	27	28	29	30							25	26	27	28				25	26	27	28	29	30	31	
31																											

April 2001							May 2001							June 2001							July 2001						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7	6	7	8	9	10	11	12						1	2	1	2	3	4	5	6	7
8	9	10	11	12	13	14	13	14	15	16	17	18	19	3	4	5	6	7	8	9	8	9	10	11	12	13	14
15	16	17	18	19	20	21	20	21	22	23	24	25	26	10	11	12	13	14	15	16	15	16	17	18	19	20	21
22	23	24	25	26	27	28	27	28	29	30	31			17	18	19	20	21	22	23	22	23	24	25	26	27	28
29	30												24	25	26	27	28	29	30	29	30	31					

**August 2001**  
 1, 2, 3 - Staff Work Days  
 6 - Beginning of new session

**KEY**

- ☆ Holiday
- ( Beginning of session
- ) End of session
- ★ Bad weather day
- ☐ Possible Bad Weather Make Up Day/Staff Work Day
- Staff and Student Holiday
- ☐ Staff Work Day (Student Holiday)

**1st session (12 wks)- Aug 7-Sept 15 / Sept 21-Oct 27**  
**2nd session (6 wks)- Nov 6- Dec 15**  
**3rd session (6 wks)- Jan 22-March 9**  
**4th session (12 wks)- March 26-May 4 / May 9-June 28**



# TEXAS EDUCATION AGENCY

1701 North Congress Ave. ★ Austin, Texas 78701-1494 ★ 512/463-9734 ★ FAX: 512/463-9838 ★ <http://www.tea.state.tx.us>

Jim Nelson  
Commissioner of Education

## NOTIFICATION OF STATE BOARD OF EDUCATION ACTION

**TO:** Richard Halpin  
American Youth Works

**FROM:** Dr. Susan Barnes, Managing Director <sup>SB</sup>  
Charter Schools Division

**RE:** March 2001 State Board of Education Action

**DATE:** April 6, 2001

At the regular meeting of the State Board of Education (SBOE) on March 30, 2001, the renewal of your charter was approved with assurances required. The contract period is ten years with a fifth year review.

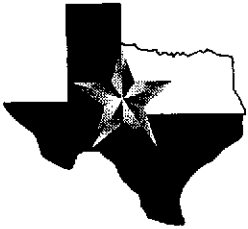
The required assurances follow.

American Youth Works (AYW) agrees that it will work collaboratively with the agency to develop a policy to replace the policy dated September 2, 1997. This policy and an implementation schedule must be approved by the agency before the contract for charter is executed. AYW agrees that it will implement such policy, which shall provide for the appropriate identification of students to be administered the Texas Assessment of Academic Skills (TAAS) and for the appropriate administration of the TAAS. AYW agrees that, for a period of two years, it will provide the agency regular reports concerning implementation of the new policy according to a format and schedule approved by the agency. AYW agrees that this assurance constitutes a material condition of the charter for two years. If the agency believes this condition has not been met, AYW is entitled to a hearing under Section 12.115, Texas Education Code, solely on the question of whether the condition has been met. Nothing herein shall be construed to deprive AYW of any hearing rights under Section 12.115, Texas Education Code, with respect to issues other than the assurance provided in this paragraph.

Jim Thompson in the Legal Services Division at TEA will be your contact for the negotiation of your contract. You are advised to contact Mr. Thompson at (512) 463-9720 when you are prepared to begin contract negotiations.

Congratulations on this milestone in the life of your charter school. The agency staff looks forward to working with you.

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# TEXAS EDUCATION AGENCY

1701 North Congress Ave. ★ Austin, Texas 78701-1494 ★ 512/463-9734 ★ FAX: 512/463-9838 ★ <http://www.tea.state.tx.us>

Felipe T. Alanis  
Commissioner of Education

August 15, 2002

Ms. Rebecca Benz, Superintendent  
American YouthWorks Charter School  
216 E. 4<sup>th</sup> Street  
Austin, Texas 78701

Dear Ms. Benz:

The charter renewal of American YouthWorks Charter School was approved by the State Board of Education, with a ten-year contract and a fifth-year review, on March 30, 2001, with the understanding that the school must meet the following assurances:

American YouthWorks (AYW) agrees that it will work collaboratively with the agency to develop a policy to replace the policy dated September 2, 1997. This policy and an implementation schedule must be approved by the agency before the contract for charter is executed. AYW agrees that it will implement such policy, which shall provide for the appropriate identification of students to be administered the Texas Assessment of Academic Skills (TAAS) and for the appropriate administration of the TAAS. AYW agrees that, for a period of two years, it will provide the agency regular reports concerning implementation of the new policy according to a format and schedule approved by the agency. AYW agrees that this assurance constitutes a material condition of the charter for two years. If the agency believes this condition has not been met, AYW is entitled to a hearing under TEC, §12.115, solely on the question of whether the condition has been met. Nothing herein shall be construed to deprive AYW of any hearing rights under TEC, §12.115, with respect to issues other than the assurance provided here.

The agency has determined that American YouthWorks Charter School has satisfactorily completed one year of the two required years of assurance to the agency of appropriate TAAS (now TAKS) testing administration.

If you have any questions, please contact my office at (512) 463-9575.

Sincerely,

Susan Barnes, Assistant Commissioner  
Charter Schools Division



## CONTRACT FOR CHARTER RENEWAL

This contract is executed between the Texas State Board of Education, 1701 North Congress Avenue, Austin, Texas 78701-1494 (the "Board") and American Institute for Learning, 216 E. 4<sup>th</sup> Street, Texas 78701 ("Charter holder") for an open-enrollment charter to operate a Texas public school known as American YouthWorks Charter School.

<b>General</b>
----------------

1. Definitions. As used in this contract:

"Charter" means the open-enrollment charter, as provided by Subchapter D, Chapter 12, Texas Education Code (TEC), granted by this contract.

"Charter holder" means American Institute for Learning, the sponsoring entity identified in the charter application.

"Charter school" means American YouthWorks Charter School, the open-enrollment charter school. American Institute for Learning agrees to operate American YouthWorks Charter School as provided in this contract. The charter school is a Texas public school and a charter school within the meaning of 20 U.S.C. §8066.

"Agency" means the Texas Education Agency.

2. The Charter. This contract renews the open-enrollment charter granted to American Institute for Learning by that certain Contract for Charter attached as "Exhibit A" hereto. The terms of the charter include: (a) this Contract for Charter Renewal; (b) applicable law; (c) the Request for Proposals dated October 1995, as modified and superseded by Charter holder's application for charter renewal; (d) any condition, amendment, modification, revision or other change to the charter adopted or ratified by the Board; (e) all statements, assurances, commitments and representations made by Charter holder in its application for charter renewal, attachments or related documents, to the extent consistent with (a) through (d); and (f) assurance by Charter holder, evidenced by execution of this contract, that no false information was submitted to the Agency or the Board by Charter holder, its agents or employees in support of its application for charter or for renewal. For purposes of this paragraph, information is "false" if the person submitting the information knew, or through reasonable diligence should have discovered, that the information submitted was not true.

3. Authority Granted by Charter. The charter authorizes American Institute for Learning to operate American YouthWorks Charter School subject to the terms of the charter. Action inconsistent with the terms of the charter shall constitute a violation of the charter.

4. Alienation of Charter. The charter may not be assigned, encumbered, pledged or in any way alienated for the benefit of creditors or otherwise. Charter holder may not delegate, assign, subcontract or otherwise alienate any of its rights or responsibilities under the charter. Any attempt to do so shall be null and void and of no force or effect; provided, however, that Charter holder may contract at fair market value for services necessary to carry out policies adopted by Charter holder or the governing body of the charter school. Charter holder may not engage or modify the terms of the

*AS* Initialed by the SBOE Chair on 3/25/2002.  
*EMW* Initialed by the Charter holder Chair on 3/8/2002.  
*KVA* Initialed by the Charter holder CEO on 3/8/2002.

engagement of a private management company without approval by the Board in accordance with Paragraph 7 of this contract.

5. Term of Charter. The charter shall be in effect from the date of execution through July 31, 2011, unless renewed or terminated; provided that before the end of the fifth year of the contract term, (a) the Board will conduct a review of the school's academic, financial, and compliance record; and (b) the Board and the school will negotiate new or modified contract terms upon completion of such review.

6. Renewal of Charter. On timely application by Charter holder in a manner prescribed by the Board, the charter may be renewed for an additional period determined by the Board. The charter may be renewed only by written amendment approved by vote of the Board and properly executed by its chair.

7. Revision by Agreement. The terms of the charter may be revised with the consent of Charter holder by written amendment approved by vote of the Board. For purposes of this paragraph, the terms of the charter include, among other provisions, specifications concerning the school's governance structure, characteristics of the educational program to be offered, and the location, type and number of facilities at which the school will operate. 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. Student Performance. Notwithstanding any provision in Charter holder's application for charter or for renewal, acceptable student performance under Section 12.111(3), TEC, shall be student performance meeting the standards for an acceptable rating as determined by the commissioner of education under Title 19, Texas Administrative Code, Chapter 97, or under the Alternative Education Accountability Rating Procedures, if registered under those procedures.

9. Open Enrollment. Total enrollment shall not exceed the maximum number of students approved by the State Board of Education. 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, and have submitted a timely application, have been enrolled. Students will be admitted on the basis of a lottery if more students apply for admission than can be accommodated, or using another method approved by the Board.

10. Criminal History. Charter holder shall take prompt and appropriate measures if Charter holder or the charter school, or any of their employees or agents, obtains information that an employee or volunteer of the charter school or an employee, officer, or board member of a management company contracting with the charter school has a reported criminal history that bears directly on the duties and responsibilities of the employee, volunteer, or management company at the school. Charter holder further represents that the Board and the Agency shall be notified immediately of such information and the measures taken.

11. Reporting Child Abuse or Neglect. Charter holder shall adopt and disseminate to all charter school staff and volunteers a policy governing child abuse reports required by Chapter 261, Texas Family Code. The policy shall require that employees, volunteers or agents of Charter holder or the charter school report child abuse or neglect directly to an appropriate entity listed in Chapter 261, Texas Family Code.

*HS* Initialed by the SBOE Chair on 3/29/2002.

*SM* Initialed by the Charter holder Chair on 3/8/2002.

*KA* Initialed by the Charter holder CEO on 3/8/2002.

12. Notice to District. Charter holder shall notify the school district in which the student resides within three business days of any action expelling or withdrawing a student from the charter school.
13. School Year. Charter holder shall adopt a school year with fixed beginning and ending dates.

### Financial Management

14. Fiscal Year. Charter holder shall adopt a fiscal year consistent with Section 44.0011, Education Code.
15. Financial Accounting. Unless otherwise notified by the Agency, Charter holder shall comply fully with generally accepted accounting principles ("GAAP") and the Financial Accountability System Resource Guide, Bulletin 679 or its successor ("Bulletin 679") published by the Agency in the management and operation of the charter school. Charter holder shall also comply with the standards for financial management systems outlined in 34 CFR §80.20.
16. Annual Audit. Charter holder shall at its own expense have the financial and programmatic operations of the charter school audited annually by a certified public accountant holding a permit from the Texas State Board of Public Accountancy. Charter holder shall file a copy of the annual audit report, approved by Charter holder, with the Agency not later than the 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 A-133 or its successor.
17. Attendance Accounting. To the extent required by the commissioner, Charter holder shall comply with the "Student Attendance Accounting Handbook" published by the Agency; provided, however, that Charter holder shall report attendance data to the Agency at six-week intervals or as directed by the Agency.
18. Foundation School Program. Distribution of funds to the charter school under Section 12.106, TEC, is contingent upon Charter holder's compliance with the terms of the charter. Charter holder is ineligible to receive Foundation School Program funds prior to execution of this contract by the Board. Within 30 days of receiving notice of overallocation and request for refund under Section 42.258, TEC, Charter holder shall transmit to the Agency an amount equal to the requested refund. If Charter holder fails to make the requested refund, the Agency may recover the overallocation by any means permitted by law, including but not limited to the process set forth in Section 42.258, TEC.
19. Tuition and Fees. Charter holder shall not charge tuition and shall not charge a fee except that it may charge a fee listed in Subsection 11.158(a), TEC.
20. Assets of Charter. Charter holder shall not apply, hold, credit, transfer or otherwise make use of funds, assets or resources of the charter school for any purpose other than operation of the charter school authorized by the charter.
21. Indebtedness of Charter. Charter holder shall not incur a debt, secure an obligation, extend credit, or otherwise make use of the credit or assets of the charter school for any purpose other than operation of the charter school authorized by the charter.
22. Interested Transactions. All financial transactions between the charter school and (a) Charter

*MS* Initialed by the SBOE Chair on 5/13/2002.  
*SMW* Initialed by the Charter holder Chair on 3/8/2002.  
*RSA* Initialed by the Charter holder CEO on 3/8/2002.

holder; (b) an officer, director, or employee of Charter holder or of the charter school; or (c) a person or entity having partial or complete control over Charter holder or the charter school shall be separately and clearly reflected in the accounting, auditing, budgeting, reporting, and record keeping systems of the charter school. Charter holder shall not transfer any asset of the charter or incur any debt except in return for goods or services provided for the benefit of the charter school at fair market value.

23. Non-Charter Activities. Charter holder shall keep separate and distinct accounting, auditing, budgeting, reporting, and record keeping systems for the management and operation of the charter school. Any business activities of Charter holder not directly related to the management and operation of the charter school shall be kept in separate and distinct accounting, auditing, budgeting, reporting, and record keeping systems from those reflecting activities under the charter. Any commingling of charter and non-charter business in these systems shall be a violation of the charter.

**Governance and Operations**

24. Records Retention and Management. Charter holder shall implement a records management system that conforms to the system required of school districts under the Local Government Records Act, Section 201.001, et seq., Local Government Code, and rules adopted thereunder; provided, however, that records subject to audit shall be retained and available for audit for a period of not less than five (5) years from the latter of the date of termination or renewal of the charter.

25. PEIMS Reporting. Charter holder shall report timely and accurate information to the Public Education Information Management System (PEIMS), as required by the commissioner.

26. Conflict of Interest. Charter holder shall comply with any applicable prohibition, restriction or requirement relating to conflicts of interest or fiduciary duties. If an officer or board member of Charter holder or of the charter school has a substantial interest, within the meaning of Chapter 171, Local Government Code, in a transaction, such interest shall be disclosed in public session at a duly called meeting of the governing body prior to any action on the transaction.

27. Disclosure of Campaign Contributions. Charter holder shall adopt policies that will ensure compliance with the disclosure requirements of State Board of Education Operating Rule 4.3 or its successor.

28. Indemnification. Except as limited by the Texas Constitution, Charter holder shall hold the Board and Agency harmless from and shall indemnify the Board and Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising out of, or in connection with wrongful acts of Charter holder, its agents, employees, and subcontractors.

29. Failure to Operate. Charter holder shall operate the charter school for the full school term as described in the charter application in each year of the charter contract. Charter holder may not suspend operation for longer than 21 days without a revision to its charter, adopted by the Board, stating that the charter school is dormant and setting forth the date on which operations shall resume and any applicable conditions. Charter holder may not suspend operation of the school for a period of more than three days without mailing written notice to the parent or guardian of each student and to the Agency at least 14 days in advance of the suspension; except that in an emergency Charter holder must notify the Agency by telephone or other means within 24 hours of suspending operations. Suspension of operations in violation of this paragraph shall constitute abandonment of this contract

*HS* Initialed by the SBOE Chair on 3/29/2002.  
*Edw* Initialed by the Charter holder Chair on 3/18/2002.  
*KVA* Initialed by the Charter holder CEO on 3/18/2002.

and of the charter.

30. Charter School Facility. Charter holder shall have and maintain throughout the term of the charter a lease agreement, title or other legal instrument granting to Charter holder the right to occupy and use one or more facilities suitable for use as the charter school facilities described by the charter. During any period of dormancy granted by the Board, this requirement may be waived by the Board. Facilities occupied and used as charter school facilities shall comply with all applicable laws, including, but not limited to, the Texas Architectural Barriers Act, Article 9102, Vernon's Texas Civil Statutes. The charter school shall not change location of its instructional facilities or administrative offices from those listed in the charter application or in a subsequent charter amendment without prior approval of the Board. When approved by the Board for a new location for an instructional facility, the Charter holder shall, prior to commencing school operations at that location, submit to the Charter Schools Division a certificate of occupancy or equivalent certificate for use of the facility at the new location as a public school, as required in the charter application.

### Enforcement

31. Agency Investigations. The commissioner may in his sound discretion direct the Agency to conduct investigations of the charter school to determine compliance with the terms of the charter or as authorized in the Texas Education Code or other law. Charter holder, its employees and agents shall fully cooperate with such investigations. Failure to timely comply with reasonable requests for access to sites, personnel, documents or things is a violation of the charter.

32. Commissioner Authority. The commissioner in his sole discretion may take any action authorized by Chapter 39, TEC, Chapter 29, TEC, or Chapter 42, TEC relating to the charter school. Such action is not "adverse action" as used in this contract. Charter holder, its employees and agents shall fully cooperate with such actions. Failure to timely comply with any action authorized by Chapter 39, TEC, Chapter 29, TEC or Chapter 42, TEC is a violation of the charter.

33. Adverse Action. The Board in its sole discretion may modify, place on probation, revoke or deny timely renewal of the charter for cause ("adverse action"). Each of the following shall be cause for adverse action on the charter: (a) any material violation of the terms of the charter listed in paragraphs 2 and 3, including accountability provisions; (b) failure to satisfy generally accepted accounting standards of fiscal management; or (c) failure to comply with an applicable law or rule.

### This Agreement

34. 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.

35. Severability. If any provision of this contract is determined by a court or other tribunal to be unenforceable or invalid for any reason, the remainder of the contract shall remain in full force and effect, so as to give effect to the intent of the parties to the extent valid and enforceable.

36. Conditions of Contract. Execution of this contract by the Board is conditioned on full and timely compliance by Charter holder with: (a) the terms, required assurances and conditions of the Request for Proposals dated October 1995; (b) applicable law; and (c) all commitments and

*AS* Initialed by the SBOE Chair on 3/19/2002.  
*SMW* Initialed by the Charter holder Chair on 3/18/2002.  
*MTT* Initialed by the Charter holder CEO on 3/18/2002.

representations made in Charter holder's renewal application and any supporting documents (to the extent such commitments and representations are consistent with the terms of this contract). In addition for a period of two (2) years from the effective date of this contract, renewal of the charter by the Board is conditioned on Charter holder's full and timely compliance with any obligations described in "Exhibit B" and "Exhibit C" to this contract. Both parties to this contract acknowledge and accept the remedies and consequences for noncompliance stated in "Exhibit B." Both parties to this contract further acknowledge that "Exhibit C" is the policy developed in response to a condition set forth in "Exhibit B" and that "Exhibit C" is approved by the Agency.

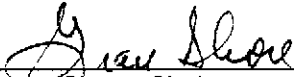
37. No Waiver of Breach. No assent, express or implied, to any breach of any of the covenants or agreements herein shall waive any succeeding or other breach.

38. Venue. Any suit arising under this contract shall be brought in Travis County, Texas.

39. Governing Law. In any suit arising under this contract, Texas law shall apply.

40. Authority. By executing this contract, Charter holder represents that it is an "eligible entity" within the meaning of Section 12.101 (a), TEC. Charter holder shall immediately notify the Board of any legal change in its status, which would disqualify it from holding the charter, of any violation of the terms and conditions of this contract, or of any change in the chief operating officer of the Charter holder. Charter holder further represents that the person signing this contract has been properly delegated authority to do so.

For the State Board of Education:

  
\_\_\_\_\_  
Grace Shore, Chair

3-21-02  
Date

For American Institute for Learning:

  
\_\_\_\_\_  
Richard H. Halpin  
Chief Executive Officer


3/8/2002  
Date


  
\_\_\_\_\_  
Ed Wallace  
Chair, Governing Board

March 8, 2002  
Date

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 Initialed by the SBOE Chair on 3/29/2002.

 Initialed by the Charter holder Chair on 3/8/2002.

 Initialed by the Charter holder CEO on 3/8/2002.

CONTRACT FOR CHARTER

Exhibit A

CONTRACT entered into this 25th day of March, 1996 by and between the Texas State Board of Education (the "Board") and American Institute for Learning ("Charterholder") for the purpose of establishing a charter to operate a public school.

The term of the charter granted by this contract is from August 1996 through July 2001. The charter may be renewed for an additional period by mutual agreement of the parties at any time prior to its expiration.

The charter granted by this contract is contingent upon full and timely compliance with the following, all of which are incorporated by reference:

1. The terms of the Request for Proposals dated October 1995, including the assurances required by the Request;
2. All applicable requirements of state and federal law and court orders, including any amendments thereto; and
3. All additional commitments and representations made in Charterholder's application and any supporting documents which are consistent with the provisions and requirements of this contract.

Charterholder understands that the Board may modify, place on probation, revoke or deny renewal to a charter if the Board determines that a material violation of the charter has occurred, that Charterholder has failed to satisfy generally accepted accounting standards of fiscal management, or that the Charterholder has failed to comply with an applicable law or rule. The parties agree that failure to satisfy accountability provisions adopted under Subchapters B, C, D and G of Chapter 39 of the Texas Education Code, or their successor provisions, or failure to operate an open-enrollment charter school during the period of this contract are material violations of the charter. Charterholder understands that its charter may not be assigned, encumbered, pledged or in any way alienated for the benefit of creditors or otherwise.

Charterholder represents that it is qualified to enter into this contract and agrees to 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 agreement, and of any change in the chief operating officer of the Charterholder.

Entered into this 25th day of March, 1996.

Texas State Board of Education

American Institute for Learning  
422 Congress Avenue  
Austin, Texas 78701

Dr. Jack Christie  
By Dr. Jack Christie, Chairman

Penny S. Weibly  
By Penny S. Weibly, Chief Program Officer

## Exhibit B

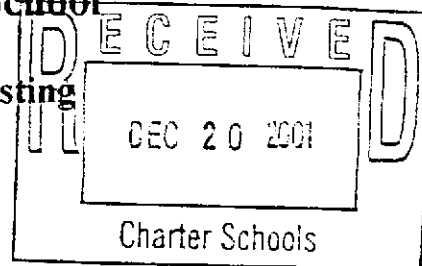
American YouthWorks (AYW) agrees that it will work collaboratively with the agency to develop a policy to replace the policy dated September 2, 1997. This policy and an implementation schedule must be approved by the agency before the contract for charter is executed. AYW agrees that it will implement such policy, which shall provide for the appropriate identification of students to be administered the Texas Assessment of Academic Skills (TAAS) and for the appropriate administration of the TAAS. AYW agrees that, for a period of two years, it will provide the agency regular reports concerning implementation of the new policy according to a format and schedule approved by the agency. AYW agrees that this assurance constitutes a material condition of the charter for two years. If the agency believes this condition has not been met, AYW is entitled to a hearing under TEC, §12.115, solely on the question of whether the condition has been met. Nothing herein shall be construed to deprive AYW of any hearing rights under TEC, §12.115, with respect to issues other than the assurance provided here.



## American YouthWorks Charter School

### Policy: Identifying Appropriate Students For TAAS Testing

Effective Date: October 30, 2001



American YouthWorks Charter School will comply with all requirements and procedures for TAAS testing as identified in the Texas Education Agency approved TAAS Coordinator's Handbook.

Tenth grade students enrolled in American YouthWorks Charter School's High School Diploma program are required to take any section of the exit level TAAS on which they have not yet met minimum expectations. Tenth grade students are those who have completed six or more course credits, to include at least one state credit in math and one state credit in English.

Students are classified by grade according to the number of high school credits accrued:

- 9<sup>th</sup> grade: has fewer than six credits including at least one state credit in math and one state credit in English;
- 10<sup>th</sup> grade: has at least six credits including at least one state credit in math and one state credit in English;
- 11<sup>th</sup> grade: has at least 11 credits including state credits in math, English, Social Studies and Science;
- 12<sup>th</sup> grade: has at least 16 credits.

Students enrolled in American YouthWorks Charter School's GED program who have not completed six or more course credits, including at least one state credit in math and one state credit in English, and who score below 10.0 (10<sup>th</sup> grade equivalency) on the Test of Adult Basic Education will be entered into PEIMS as 9<sup>th</sup> graders. American YouthWorks Charter School will schedule the Test of Adult Basic Education for all students during enrollment and for GED students a minimum of twice a year. Upon achieving a 10.0 on the Test of Adult Basic Education, GED students are required to take any section of the exit level TAAS on which they have not yet met minimum expectations, at the next spring test.

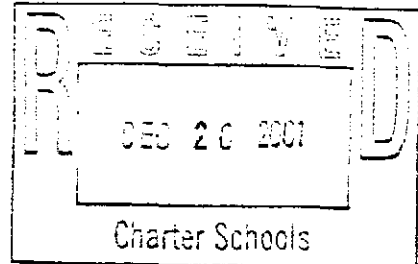
All students enrolled in American YouthWorks Charter School will participate in the Texas assessment program as required by Texas Education Code (TEC) Chapter 39, Subchapter B. All students enrolled in the GED program will participate in the Texas assessment program as required by 19 TAC Chapter 89, Subchapter DD., Commissioner's Rules Concerning High School Equivalency Programs.

In the event that the GED program continues beyond January 2002, provisions of TEC §29.087 will be followed.

to ~~file~~ file with the contract ✓

AMERICAN YOUTHWORKS CHARTER SCHOOL

MEMORANDUM



TO: Susan Barnes, PhD., Associate Commissioner TEA  
Jim Thompson, Legal Services TEA  
FROM: Rebecca Benz, Principal AYW  
DATE: December 14, 2001  
RE: Request for changes to the proposed Contract for Charter Renewal

American YouthWorks Charter School respectfully requests the following changes to the proposed Contract for Charter Renewal

Page 1

Contract for Charter Renewal.

Change American Institute for Learning to American YouthWorks throughout the entire document.

Page 2

General. 5. Term of Charter (b).

*Change from:* the Board and the school will negotiate new or modified contract terms upon completion of such review.

*Change to:* if either party determines that contract revisions are necessary, then the Board and the school will negotiate new or modified contract terms upon completion of such review.

General. 7. Revision by Agreement.

*Change from:* The terms of the charter..... approved by vote of the Board.

*Change to:* The terms of the charter..... approved by Commissioner of Education.

Page 3

Financial Management. 14. Fiscal Year.

*Change from:* Charterholder shall adopt a fiscal year consistent with Section 44.0011, Education Code.

*Change to:* Charterholder shall adopt a fiscal year consistent with written letter of dates from TEA Division of School Finance.

Page 6

This Agreement. 36. Conditions of Contract.

*Change from:* Both parties to this contract acknowledge and accept the remedies and consequences for noncompliance stated in "Exhibit B."

*Change to:* Both parties to this contract acknowledge and accept that the policy attached as Exhibit "C" has been approved by the agency and satisfies the requirement that the charter replace the policy dated 9/2/97.

*Attach:* "Policy: Identifying Appropriate Students For TAAS Testing" as Exhibit "C".

Cc: Richard Halpin

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# TEXAS EDUCATION AGENCY

1701 North Congress Ave. • Austin, Texas 78701-1494 • 512/463-9734 • FAX: 512/463-9838 • <http://www.tea.state.tx.us>

Jim Nelson  
Commissioner of Education

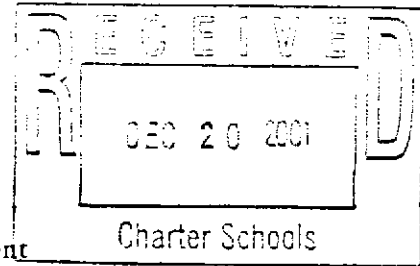
## AMENDMENT NOTIFICATION

TO: Mr. Richard H. Halpin  
CEO/Founder/Superintendent  
American Youth Works

FROM: Dr. Robert Muller *RM*  
Associate Commissioner  
Continuing Education and School Improvement

DATE: May 14, 2000

RE: Charter Amendment



The State Board of Education (SBOE) at its regularly scheduled meeting of May 12, 2000 deliberated upon the amendment submitted by your charter school with the following results:

The SBOE approved an amendment from American Institute for Learning to change their address to 216 East Fourth Street, Austin, Texas 78701 and to change the legal name of the school from American Institute for Learning Charter School to American Youth Works Charter School. This amendment is contingent upon the new site being located within the geographic boundaries defined in their current charter application.

506

*on ASKTED per TEA*

