

## TEXAS EDUCATION AGENCY

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

Type: (check one)	Open Enrollment _____
	"75%" Rule <u>  x  </u>

Date of Submission: August 18, 2000  
RFA#791-00-008

Name of Proposed School: The Education Center  
 Maximum Grade Levels to be served: Grades 6 through 12 (at both sites)  
 Estimated 1<sup>st</sup> Year Enrollment  
 Site #1: The Education Center at The Colony: 100 Max Enrollment 150  
 Site #2: The Education Center at Little Elm: 100 Max Enrollment 150  
 Note: Additional sites will be added throughout the five-year charter.

Name of Sponsoring Entity: Salvaging Teens at Risk, Inc.  
 Check one:   x   501(c)(3) nonprofit organization SBOE District:   11    
 Governmental Entity \_\_\_\_\_ College or University \_\_\_\_\_ Starting Date: 8/2001

Chairperson of Board of Sponsoring Entity: Dr. Nickie George Farley, D. Min.  
 Chief Executive Officer of Sponsoring Entity: Dr. Nickie George Farley, D. Min.  
 Chief Executive Officer of Schools: Dr. Nickie George Farley, D. Min., CEO and Superintendent

Applicant Mailing Address: 9146 Lonesome Dove, Little Elm, Texas 75068

— Site #1-The Education Center at The Colony, 7336 N. Main, The Colony, Texas  
 75056 (If different from above)  
 — Site #2-The Education Center at Little Elm: 2315 Highway 720, Little Elm, Texas 75068  
 Contact Phone # 972-292-2480 Fax # 972-292-2373  
 Email Address: [REDACTED]

I certify that I have the authority as the Chief Executive Officer of the sponsoring entity designated above to make application for the above-named "75%" Rule charter schools. 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.

The application preparer has viewed the training video provided at the Regional Education Service Center.   X   Yes        No

Name of application preparer: Ms. Carol Thorne/Was this person paid?   X   Yes        No.

Signature of Chief Executive Officer of Sponsoring Entity/date

Nickie G Farley 8/18/00  
 Signature of Chairperson of the Governing Board of the Sponsoring Entity/date

Carol Thorne 8/18/00  
 Signature of Application Preparer Carol Thorne 8/18/00 **T0000**

**Proposed School Data**

(This page not provided to review committee members)

Projected Student Populations (indicate estimated percentages):

<u>75</u>	Students "at risk of dropping out of school"
<u>20</u>	Students requiring Special Education services
<u>15</u>	Students of Limited English Proficiency
<u>40</u>	Students Economically Disadvantaged Families
<u>25</u>	Minority Students

Will the school require all teachers to be certified? NoWill the school require that all teachers be degreed with at least a bachelor's degree? YesWill the school allow an individual to serve as a paid employee of the school as well as member of the governing board? No with the exception of the CEOWill the school allow members of the same family to serve on the governing board? No

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

No Been convicted of a felony?No Been convicted of a misdemeanor?No Been involved in bankruptcy?

Has the sponsoring entity been involved in

No LitigationNo Sanctions from any state regulatory agency?

If YES to any of the above the applicant must give full disclosure and list all instances completely as required in other portions of the application. (Applicant has made a full disclosure in the Application and listed all instances completely.)

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

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**INTRODUCING**

***THE***

***EDUCATION CENTER***

***“A PERSONALIZED***

***LEARNING***

***CENTER”***

A SIXTH GENERATION CHARTER SCHOOL  
FOR  
**Community At-Risk Students**

By  
**Salvaging Teens At Risk, Inc.**

10-1-11  
10-1-11  
10-1-11

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# **“THE EDUCATION CENTER”**

**OPEN-ENROLLMENT CHARTER-SCHOOL APPLICATION**  
(Filed under the “75% Rule”)

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### **D. ATTACHMENTS**

The applicant for the proposed open-enrollment charter, if approved by the state Board of Education, agrees to operate the educational program described below in accordance with the provisions described within this document and the attached assurances.

1. Evidence of eligibility of sponsoring entity

A. Statement describing sponsoring entity (1/2 page max.)

The sponsoring entity Salvaging Teens at Risk, Inc. (STAR), located at 9146 Lonesome Dove, Little Elm, Texas 75069, is an organization exempt from taxation under the Internal Revenue Code of 1986 (26 U.S.C. Section 501(c)(3)). Within this application, the sponsoring entity will be referred to as "STAR." The organization was chartered in Texas as a non-profit corporation on September 18, 1997 to serve young people who find themselves in at-risk situations that impede their ability to succeed in traditional educational settings. Although chartered in 1997, the corporation remained dormant until Summer 1999. At that time, STAR opened a small tutorial center in The Colony, Texas. Upon observing the need in the neighboring cities of The Colony and Little Elm, STAR decided to seek a charter to operate school campuses in those communities. Upon deciding to seek a charter, both Mrs. Farley and Dr. Ashmore, since they were family members of Dr. Nickie George Farley, voluntarily resigned from the Salvaging Teens' Board and a new Board representing the two communities has been established.

The mission and vision of STAR is to implement a public charter school in partnership with parents and the community that offers a multicultural, safe and friendly environment in which students can successfully learn basic skills and core academic content, develop and demonstrate their special talents and gifts, and develop social competencies that demonstrate citizenship and character.

Several important stakeholders currently work with STAR to achieve this mission. These stakeholders include students, parents, teachers, and the surrounding community. We expect these same stakeholders will continue their support of The Education Center (charter school) proposed by this application.

B. 501c3 determination letter from IRS or evidence of application (The TEA will not fund approved schools until the IRS determination letter is received by the Division of Charter Schools.)

For a copy of the 501 (c) (3) IRS determination letter for STAR, see Attachment #1.

C. Articles of incorporation of sponsoring entity

For copy of Articles of Incorporation of STAR, see Attachment #2.

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## D. Bylaws of sponsoring entity

For copy of the Bylaws of Salvaging Teens, see Attachment #3.

## E. Biographical Affidavits for each member of the governing Board of the sponsoring entity (Appendix V).

For biographic affidavits for each member of the governing Board of Salvaging Teens, see Attachment #4.

## F. History of sponsoring entity

## 1. Financial history of the entity

STAR was incorporated in September 1997 and had no activity until June 1999 when a tutorial center known as The Education Center was opened in The Colony, Texas. STAR has not had a formal financial audit at this time.

## 2. Credit report

As a new organization, a credit rating is not available at this time. However, the Guaranty National Bank has issued a letter showing the banking history for Salvaging Teens. This letter is attached in Attachment #5.

## 3. Most recent IRS filing

The first IRS filing will be submitted in January 2002 covering the 2001-2002 school year.

## 4. Disclosure of any liens

STAR has no existing liens.

## 5. Litigation History

STAR has no history of litigation, nor is it involved in any present litigation.

## II. Community Support

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

As a fundamental strategy for ensuring diversity of perspective, the sponsoring entity, STAR, included community groups in the charter school planning process. By consulting diverse groups, STAR has ensured that issues in planning its proposed charter school were considered from multiple perspectives and that questioning, challenging, constructive arguing, monitoring and authentically useful feedback were an

integral part of the planning process. Some of the specific activities used to involve community in planning the charter include:

- Conducting a public meeting in the community of The Colony attended by 27 individuals from that community
- Conducting a public meeting in the community of Little Elm attended by 35 individuals from that community
- Obtaining signed petitions and letters of support from more than 340 adults in these two communities

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

For a copy of the notice for, the registration log, and a synopsis of a public hearing held to discuss the proposed charter school plan, see Attachment #6 titled Charter School Public Meeting.

- C. Discuss any business arrangements or partnerships with existing schools, educational programs, businesses, or non-profit organizations (include letters from each entity represented).

In June 1999 STAR began, and since that date has continuously operated, a tutorial center known as The Education Center in The Colony, Texas. In order to better prepare for the opening of the charter STAR discontinued the tutorial center (now operated under the same name as the charter school proposed by this application) on June 30, 2000. The staff has been in contact with the local ISD's and the county and city officials to form relationships in the areas where the initial sites will be located. STAR has no other official business arrangements or partnerships with existing schools, educational programs, businesses, or non-profit organizations.

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

Please consider the following persons as references for this project. None of the identified persons is directly associated with The Education Center.

Justice of the Peace Deborah B. Hollifield  
Denton County Precinct Two  
6301 Main Street, Suite One Hundred  
The Colony, Texas 75056  
(972) 625-7575

Judge Hollifield can readily offer testimony of the need for a school serving students who are in at-risk situations in our community. Judge Hollifield has served on the Justice Court bench since 1990 and has jurisdiction of juvenile Class C misdemeanors in Denton County, including the offense of Failure to Attend School for the Little Elm and

Lewisville Independent School Districts. She has served two terms as President of the Lewisville Education Foundation and is an active Board member of Denton County Communities in Schools and the Boys & Girls Clubs of Denton County, Inc. In addition to her public service, Judge Hollifield is the parent of a child recently graduated with honors from The Colony High School. She has both broad and in-depth knowledge of the targeted communities and the needs of at-risk students in both The Colony and in Little Elm. Justice Hollifield has sent students to The Education Center tutoring facility under court order due to truancy and other problems. Other than that she has no ties to STAR or to the proposed school.

Michael Bruce Sampson  
5224 Avery Lane  
The Colony, Texas 75056  
(972) 625-5672

As a parent, Mr. Sampson is knowledgeable of the needs of youth in the local community. [REDACTED]

[REDACTED] The nature of Mr. Sampson's experience with either STAR or the Education Center is that, during the school year 1999-2000, he [REDACTED]

Reverend Thomas K. Jackson  
Calvary Christian Center  
5220 Blair Oaks  
The Colony, Texas 75056  
(972) 625-4135

As a pastor, Reverend Jackson is a community leader and knowledgeable of the needs of youth and the educational program. The nature of Mr. Jackson's experience with either STAR or the Education Center is that our tutoring center located in The Colony once used his church facility to conduct an awards ceremony.

Joseph T. Garland  
2315 Highway 720 West  
Little Elm, Texas 75068  
(972) 292-2676

Rev. Garland has one of the fastest growing churches in the Little Elm area. He, for many years, operated a private school in New Mexico, which used a program similar to the one being utilized in The Education Center. He also has known DR. Farley for a number of years both professionally and personally.

Lisa Overlin  
6704 Elliot Court  
The Colony, Texas 75056  
(972) 625-4805

Ms. Overlin is very active in working with youth and is knowledgeable of the needs of youth in the Southern Denton county area. The nature of Ms. Overlin's experience with



either STAR or the Education Center is [REDACTED]

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

Notices of Intent were published in the local newspapers of both Little Elm, Texas, and The Colony, Texas on both January 12, 2000 and January 13, 2000. Notices of Intent published in January 2000 indicated that the sponsor of the proposed charter would be Eagle Education Reform Learning Systems, Inc. In view of our subsequent decision to apply to Texas Education Agency under sponsorship of STAR At Risk, Inc. instead of Eagle Education Reform Learning Systems, Inc. additional Notices of Intent were published during the week of March 27, 2000 in newspapers in both Little Elm and The Colony. The latest Notice of Intent appears as follows:

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

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

The nonprofit corporation is called Salvaging Teens At Risk, Inc with Nickie George Farley serving as the Chief Executive Officer of the school. Board members include Joseph Thomas Garland and Gregory Sheffield Delk. Other members will be elected from the communities of Little Elm and The Colony. The proposed location of the school is 7336 North Main in The Colony. The school will serve grades 6-12 and provide diagnostically prescribed personalized education for up to 100 students. Proposed opening date is August 2001.

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

For evidence of newspaper publication, see Attachment #7 titled Newspaper Publication. Notices of Intent were hand delivered to both the City Hall in Little Elm and The Colony. For evidence of delivery to the city council and commissioner's court with jurisdiction over the geographic area, see Attachment #8 titled Notification to City Council and Commissioner's Court. Justice of the Peace Deborah B. Hollifield, Denton County Precinct 2, represents the area that will be affected by the proposed charter school. Her letter of support attached to this document substantiates that the county court district was notified.

### III. Governance of the Sponsoring Entity

#### A. Profile of the Founding Board and/or Initial Incorporators of the sponsoring entity

The Founding Board of STAR is composed of five persons who are credentialed experienced educators from the public and private sector, local business owners/operators, and parents. These five individuals will perform the initial application functions. The five Founding Board members will form a permanent five-member Board whose terms do not expire.

During the first school semester that STAR operates any charter school campus, the Board will add two additional members to form a seven-member Board. One of the newly elected Board members will be a parent or guardian of a student enrolled at our school. The other newly elected Board member will be a school employee (faculty or other staff member) who is neither a school administrator nor the Academic Director. A Parent Advisory Committee (see descriptions of this Committee on p. 15 and on p. 25) will nominate a slate consisting of one or more parents or guardians (or person standing in the role of parent or guardian) to fill this position in alternating years. The Board member slot dedicated to a faculty member will rotate annually and this slot will be filled by election of the Board from a slate of nominees provided by the Faculty Nominating Committee. (Detailed procedures for selecting and terminating Board members are provided at page 15 below.)

When all seven seats on the Board are filled, the Board will elect a new president, a vice-president, and a secretary. These will be the ongoing offices of the Board until such time the Board feels the need to expand the officer positions. Officers shall be elected by a majority vote of the Board and shall serve for a period of one year at which time new elections shall take place. The Board membership will remain seven in number until such time the Board may see fit to expand its membership. The five individuals comprising the Founding Board are:

- Nickie George Farley, President and CEO  
Founder/Owner/Operator of The Education Center tutoring service of The Colony, Texas
- Weldon Corbell, Vice President

- Retired Superintendent of schools, Little Elm, Texas
- Gregory Sheffield Delk, Secretary-Treasurer  
President of Delk and Associates, a CPA and CFP firm in Dallas, Texas
- Glinda Schafer  
Counselor in Special Education at the McKinney Independent School District
- Mary Blair Watts  
Former mayor of The Colony, Texas

The Board governs the fiscal, educational, and staffing leadership for Salvaging Teens. The Board will establish an Advisory Committee to provide input needed to guide the decisions of STAR in operating its school and school campuses. The Advisory Committee will reflect the needs and concerns of the community served. This Board will be directly involved in the hiring of the Chief Executive Officer (CEO) and in evaluating the CEO's performance based on criteria established by the Board. In addition, this Board will review hiring and discharging recommendations for faculty that may be made by the CEO. The Mission Statement presented in this application was developed, reviewed and approved by the three existing members of the Board of Directors named above.

STAR will maintain liability insurance for the Board and its administrators and follows the Texas Education Code Chapters 551 and 552, the Open Meetings Act and the Open Records Act.

The manner in which members of the governing body are selected and removed from office is described below in item c. (page 14).

1. Describe the organizing group of initial incorporators who are working together to apply for a charter, including the names of the organizers, their backgrounds and experiences and 3 references for each.

While forming the STAR organization, a group of interested individuals led by Dr. Nickie George Farley focused their efforts on developing an open enrollment charter school. The following individuals, together with Dr. Farley, worked to create a model public school that actively involves students in their learning. A brief resume including background and experience is provided below and three references listed for each individual.

- **Weldon Corbell** completed both his undergraduate and graduate degrees East Texas A & M University and has done other graduate studies at Texas A & M. He has had membership in the Texas Association of School Administrators, Texas Association of Community Schools, and Texas Association of School Principals. He has served on the staff of the Texas Association of Community Schools as well as having been Superintendent of Schools in the Little Elm ISD and the Trinidad ISD. He has also been an insurance broker and is therefore knowledgeable of the

insurance needs of The Education Center. He is one of the most respected individuals within the Little Elm community.

References for Mr. Corbell

J. Greg Sidwell, 1026 W. Main St., Ste. 206, Lewisville, Texas 75067 (972) 436-3700

Buddy Garland, 2315 Highway 720 West, Little Elm, Texas 75068 (972) 294-8674

Joe Sheppard, 201 Garza Lane, Little Elm, Texas 75068 (972) 294-1636

- **Glinda Gail Shaffer** was born in Cleveland, Mississippi. She holds a bachelors and a master degree from Texas Womans University in Denton, Texas. She is presently a counselor in special education at the McKinney ISD. She has previously worked with the Collin County MHMR as a case manager and public school liaison. She is licensed by the Texas State Board of Social Work as an examiner and a Social Work Associate.

References for Mrs. Shaffer:

Dr. Ronald D. Henderson, 11881 Schroeder Road, Dallas, Texas 75243, (972) 235-4633

Cathy Dukes-Gibens, 2312 Smokerise, Arlington, Texas 76016, (817) 429-8167

Isaiah Joshua, Jr., 311 Peregreine, McKinney, Texas 75070, (972) 569-6520

- **Mary Blair Watts** was born in Dallas, Texas and graduated from Richardson High School. She served a a delegate to the State Republican Convention and the Republican Senatorial Convention three times each during the 1990's. She was nominated to the Texas Women's Hall of Fame in 1999. She was also named to the National League of Cities Legislative Sub-committee on Economic Development in 1999. She was elected mayor of The Colony in 1997 and was a member of the Board of Directors of the Economic Development Corporation in The Colony from 1995-1998. She was honored as Citizen of the Year by The Colony Chamber of Commerce in 1995. [REDACTED]

References for Mrs. Watts

John Hill, 901 Main Street, 40<sup>th</sup> Floor, Dallas, Texas 75201 (214) 672-2170

Giles Hudson, 5913 Carroll Drive, The Colony, Texas 75056 (972) 625-5941

Bruce Scofield, 4517 Newport Drive, The Colony, Texas 75056 (972) 625-0278

- **Gregory Sheffield Delk** graduated from the University of Arkansas at Little Rock in 1986 with a Bachelor of Science degree in accountancy and thereafter moved to Dallas, Texas to start his career. He received his Certified Public Accountant designation in 1989 from the state of Texas. He has fourteen years' experience in public accounting and financial planning. Mr. Delk received his Certified Financial Planning designation in 1998, his Group 1 Insurance license in 1999, and his Series 7 and 66 securities licenses in 2000. Mr. Delk owns his own CPA firm of which he is

president. His professional practice is mainly in the areas of personal financial planning and taxation, corporate and business taxation and planning, and audits of non-profit corporations. Mr. Delk's expertise in financial planning and audits of nonprofit corporations will make his service on the board of directors a great advantage to us.

References for Mr. Delk

Mike Fechner, 1308 Land Drive, Plano, Texas 75093, (972) 596-4579  
Cleo Offutt, 3713 Cromwell Court, Plano, Texas 75075, (972) 495-9988  
Jeffery Wood, 321 N. Allen Drive, Allen, Texas 75013, (972) 727-5717

- **Nickie George Farley** graduated from the University of Central Arkansas in 1970 with a Bachelor of Science in Education degree. Dr. Farley earned his Master of Ministry and Doctor of Ministry degrees from Covington Theological Seminary in Rossville, Georgia. He has done additional studies in counseling at Liberty University in Lynchburg, Virginia. Dr. Farley's educational experience includes nine years in the public schools of Arkansas and Missouri. His experience with at-risk students started in 1971 when he implemented a Title I program for students who were failing in high school English classes. While serving as pastor of Hebron Baptist Church in Little Rock, Arkansas, he founded the Hebron Baptist School, which became the largest school in the state featuring learner-centered education. At Hebron, he served a large number of at-risk students who came from the inner city and from single-parent homes. In 1994, Dr. Farley became a part of School of Tomorrow where he served as the Director of Marketing Research and Development until May of 1999. While there he developed two programs targeting at-risk and special needs students. One was called the High-Tech Learning Center and was designed to bring diagnostically prescribed, learner-centered education to struggling students within the setting of the conventional school. The other program, called The Education Center, a successful storefront school for at-risk, adjudicated students from the community. Both these start-ups produced highly successful outcomes. The Education Center resulted in the opening of similar centers by business people and educators in 40 other communities throughout the United States. Dr. Farley developed the business plans and training for the startup of both of these programmatic endeavors. In May 1999 Dr. Farley joined the staff of Eagle Education Reform Learning Systems, Inc. as the Assistant Superintendent of Operations. During the 1999-2000 school year he has worked in a hands-on setting with the 15 Eagle Charter Schools throughout Texas. At present Dr. Farley serves as Vice-president of Extension for School Reform, Inc. Dr. Farley will bring his expertise to the school as its Chief Executive Officer and Chairman of the Board.

References for Dr. Farley

Donald Howard, 1797 Valley Pkwy, Lewisville, TX 75067 (972) 434-0229  
Nancy Dodd, 1712 Ross Ave, Carrollton, TX 75006, (972) 242-3039  
Tom Mooningham, 20010 Burlingame, Little Rock, AR 72211, (501) 821-2633

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

Each member of the organizing group of initial incorporators who are working together to apply for a charter for The Education Center has performed essential roles and duties in planning and organizing the proposed charter school. They have performed roles and duties related to visionary leadership, guidance and direction in the early stages of planning the school, and advocacy for the success of the new school. Some of their more important roles and duties include:

A VISIONARY ROLE that includes a duty to:

- promote the educational welfare of all students
- ensure creation and maintenance of a shared vision that promotes enhanced student achievement
- adopt a shared vision based on community beliefs to guide local education
- ensure that the vision of The Education Center expresses the present and future needs of the students and communities served by its school campuses

A GUIDANCE AND DIRECTION role that includes a duty to:

- provide guidance and direction for accomplishing the organizational vision to all school campuses that may be operated by The Education Center
- recognize and understand the respective roles of the legislature, the State Board of Education, the Texas Education Agency, and the local Boards in the governance of Salvaging Teens, the proposed new charter school, and its campuses
- adopt a planning and decision making process consistent with state statute that uses participation, information, research, and evaluation to help achieve vision of the proposed new charter school
- ensure the planning and decision making process engaged in by STAR or The Education Center enables all segments of the community, parents, and professional staff to contribute meaningfully to achieving the mission of the proposed charter school

An ADVOCACY ROLE that includes a duty to:

- generally promote the STAR organizational mission within communities served by charter school campuses operated by Salvaging Teens
- help build partnerships with community, business, and governmental leaders to influence and expand educational opportunities and meet the needs of students
- support students by establishing partnerships between charter school campuses operated by The Education Center, parents, business leaders, and other community members as an integral part of all educational programs sponsored by The Education Center
- promote School Board service as a meaningful way to make long-term contributions to the local community and society

3. Describe the following:

a. The officer positions designated

The following organizational chart shows the officer positions designated by the proposed new charter school. A description of each officer position is listed below.

President of the Board of Directors. The responsibilities of the president of the school Board are all inclusive. The President is responsible to the parents and to the state for the safety and well being of all students and employees of its school campuses. The President leads the other Board members in selecting, evaluating and rehiring or replacing the chief operation officer, superintendent, of the school. The President, with assistance of the Superintendent and Board committee members sets the monthly Board meeting agenda items. The President conducts Board meetings so that all parties involved in the school are given a fair opportunity to present their concerns.

Vice President. The Vice President shall have such powers and perform such duties as from time to time may be prescribed by the organization's Bylaws, the Board of Directors, or the President. In the absence or disability of the President, the senior Vice President shall perform all duties of the President, pending action by the Board. While so acting, the senior Vice President shall have the powers of, and be subject to all the restrictions on, the President.

Secretary. The Secretary shall see that all notices are duly given as required by law, the Articles of Incorporation, or the organization's Bylaws. The Secretary shall act as custodian of the minutes of the Corporation's meetings, its Corporate Record Book, its other records, and any seal which it may adopt. The Secretary will also maintain a record of all members of the Corporation together with their current mailing addresses. In general, the Secretary will perform all duties incident to the office of Secretary, and such other duties as from time to time may be required by the organization's Bylaws.

Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation in those banks, trust companies, or other depositories as the Board of Directors select. (S)he shall receive and give receipt for monies due and payable to the Corporation, disburse or cause to be disbursed funds as may be directed by the Board of Directors, taking proper vouchers for those disbursements.

b. The manner in which officers are selected and removed from office

All officers shall be elected by and hold office at the pleasure of the Board of Directors, which shall fix the compensation and tenure, not to exceed two (2) consecutive years of service in any officer position. The Board of Directors may delegate this power to appoint officers to any officer or committee, and such officer or committee shall have full authority over the officers they appoint.

When all seven seats on the Board are filled (described in the next section), the Board will elect a new president, a vice-president, and a secretary. These will be the ongoing offices of the Board until such time the Board feels the need to expand the officer positions. Officers shall be elected by a majority vote of the Board and shall serve for a period of one year at which time new elections shall take place. The Board membership will remain seven in number until such time the Board may see fit to expand its membership.

Any officer may be removed, with or without cause, by vote of a majority of the Directors at any meeting of the Board, or, except in case of an officer chosen by the Board of Directors, by any committee or officer upon whom that power of removal may be conferred by the Board. Such removal shall be without prejudice to the contract rights, if any, of the person removed. Any officer may resign at any time by giving written notice to the Board and its officers. Any resignation shall take effect upon receipt or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

- c. The manner in which members of the governing body are selected and removed from office

The Founding Board of STAR is composed of five persons who are credentialed experienced educators from the public and private sector, local business owners/operators, and parents. These five individuals will perform the initial application functions. The Founding Board members will form a permanent five-member Board whose terms do not expire.

During the first school semester that The Education Center operates any charter school campus, the Board will add two additional members to form a seven-member Board. One of the new Board member slots will be dedicated to, and will be filled by, a parent or guardian (or person standing in the role of parent or guardian) of a student enrolled at a school campus. The other new Board slot will be dedicated to, and filled by, an employee of an existing school campus who is neither an administrator of the school nor the Academic Director. The Board slot dedicated to a faculty member will rotate annually; the Board slot dedicated to a parent or guardian (or person standing in the role of parent or guardian) will rotate once every 2 years. (See paragraphs below for how vacancies in rotating slots will be filled.)

A Parent Advisory Committee will be established to empower parents as advocates and to encourage participation of parents and guardians in their child's education. Among its several duties, the Parent Advisory Committee will function as the Board's advisory committee for the purpose of nominating a parent/guardian member for Board service. During the first six weeks of school, the Parent Advisory Committee will nominate one parent or guardian (or person standing in the role of parent or guardian) from the combined parent populations of existing school campuses. Vacancy for the parent-guardian Board slot will be filled by a majority vote of the Board to either conduct a new election or appoint from the nomination slate submitted by the Parent



Advisory Committee. This procedure will be repeated to fill the vacancy created when a parent-guardian Board member term expires (in alternately years).

A Faculty Nominating Committee will function as the Board's advisory committee for the purpose of nominating a faculty member for Board service. During the first six weeks of school, the Faculty Nominating Committee will nominate one faculty member, who is neither an administrator nor the Academic Director, from the combined faculties of existing school campuses. Vacancy for the faculty Board slot will be filled by a majority vote of the Board to either conduct a new election or appoint from the nomination slate submitted by the Faculty Nominating Committee. This procedure will be repeated to fill the annual vacancy created when a faculty Board term expires at the end of each one-year of Board service provided by a faculty member.

Board members, including those with "permanent" tenure, who are convicted of a felony will be required to resign from the Board immediately upon conviction. Members of the Board, including those with "permanent" tenure, may be removed for cause by a two-thirds (2/3rds) majority vote of the remaining board members. The procedure for replacing "permanent" Board members who have either been removed for cause or who have voluntarily resigned is as follows: The Parent Advisory Committee at each campus shall recommend a person to fill the vacancy. The remaining board members shall then choose, by majority vote, the person who is to fill the board position. Care shall be taken to provide equal representation from the local communities that will protect the board as it seeks to maintain a body that mirrors the racial and ethnic make-up of the communities where campuses exist.

- d. the manner in which vacancies on the governing Board are filled

As described above, the seven-member Board consists of a permanent five-member Board whose terms do not expire and two Board slots whose terms do expire. With respect to the two rotating Board member slots (described above), vacancies in the parent-guardian slot will be filled by a majority vote of the Board to either conduct a new election or appoint from the nomination slate submitted by the Parent Advisory Committee. Vacancies in the faculty member Board slot will be filled by a majority vote of the Board to either conduct a new election or appoint from a nomination slate submitted by a Nominating Committee of the Faculty.

- e. the term for which members of the governing body serve

The five-member permanent Board (described above) will serve terms that do not expire. The 6<sup>th</sup> Board slot will be dedicated to, and filled by, an elected school employee (a faculty member or staff member) who is neither an administrator of the school nor the Academic Director and is employed by the school. The faculty slot on the Board will rotate annually. The 7<sup>th</sup> Board slot will be dedicated to, and filled by, an elected parent or guardian who has a student at the school. The Board slot dedicated to

a parent or guardian will rotate once every 2 years. There is no limit as to the number of consecutive years that the two elected members may serve.

- f. whether the terms are to be staggered

Terms will not be staggered. Five members will serve as a permanent Board whose terms do not expire. The other two slots will be rotated as described above.

4. Include any plans for further recruitment of founders or organizers of the school.

The sponsoring entity has no plans for further recruitment of founders or organizers of the proposed new school, except for the two new Board members to be added during the summer prior to opening the proposed school.

B. School Management Board

1. Biographical Affidavit for each member of the school management Board if different from Board of sponsoring entity listed in Section 1 above.

The School Management Board is the same as the Board of the sponsoring entity listed in Section 1 above.

2. Describe the following:  
a. The officer positions designated

The School Management Board of The Education Center is the same as the Board of the sponsoring entity. The officer positions are the same as shown for the sponsoring entity.

- b. the manner in which officers are selected and removed from office

The School Management Board of The Education Center is the same as the Board of the sponsoring entity. The officer positions are the same as shown for the sponsoring entity.

- c. the manner in which members of the governing body are selected and removed from office

The School Management Board of the Education Center is the same as the Board of the sponsoring entity. The officer positions are the same as shown for the sponsoring entity.

- d. the manner in which vacancies on the governing Board are filled

The School Management Board of the Education Center is the same as the Board of the sponsoring entity. The officer positions are the same as shown for the sponsoring entity.

- e. the term for which members of the governing body serve

The School Management Board of The Education Center is the same as the Board of the sponsoring entity. The officer positions are the same as shown for the sponsoring entity.

- f. whether the terms are to be staggered.

The School Management Board of The Education Center is the same as the Board of the sponsoring entity. The officer positions are the same as shown for the sponsoring entity.

3. Specify the extent to which any private entity will be involved in the operation of your charter school. Identify any members of the governing Board or officers of the charter school who are affiliated with that entity.

No private entity will be involved in the operation of The Education Center or any of its campuses.

4. The manner in which the charter school will conduct textbook selection

The proposed charter school and its school campuses will adhere to the Texas Education Code (TEC) §28.002, Required Curriculum, for conducting textbook selection. The proposed school and its school campuses will offer textbooks related to both foundation and enrichment curricula. Foundation curriculum includes: English language arts, mathematics, science, and social studies, consisting of Texas, United States, and world history, government and geography. Enrichment curriculum includes languages other than English, health, physical education, fine arts, economics, with emphasis on the free enterprise system and its benefits, career and technology education, and technology applications. In addition, auditable records will be maintained which describes the location of each book in regard to teachers and students.

The Education Center and its school campuses will incorporate teaching of the Texas Essential Knowledge and Skills (TEKS) for the foundation curriculum, as required of school districts and open-enrollment charter schools. As permitted by the Texas Education Code, the proposed charter school and its campuses will incorporate the

Texas Essential Knowledge and Skills only as a guideline for teaching the enrichment curriculum.

IV. School Demographics (Reviewed by Agency)

- A. What are the school's enrollment projections for the first five years? What is the school's maximum enrollment goal? What grades will be served? How many students are expected to be in each grade or grouping? What will be the maximum class size allowed: any increase in the grade levels served and maximum enrollment as specified on the cover sheet of this application, and any increase in maximum class size must be approved by the SBOE.

Year	6	7	8	9	10	11	12	Total
2001	75	75	75	45	35	35	35	300
2002	100	100	100	75	42	42	41	500
2003	125	125	125	80	50	50	45	600
2004	130	130	130	125	80	55	50	700
2005	300	300	300	135	130	80	55	1,000

The maximum class size allowed is 18:1 maintaining this ratio through the use of teachers and paraprofessionals. However, The Education Center retains the right to enroll the maximum of 500 students when there is a waiting list of students to be served and building capacity to serve them.

- B. Describe the community or region where the schools will be located

The first proposed school campus, The Education Center at The Colony, will be located at 7336 North Main, The Colony, Texas 75056. The Colony is an incorporated town comprising 11.9 square miles and located in the southeastern corner of Denton County, Texas, near Collin County to the east and near Dallas County to the south. This location is 25.6 miles southeast from downtown Denton, the county seat of Denton County. The school campus at The Colony expects that most of its students will come from the single zip code 75056 which encompasses both the city of The Colony and its surrounding area.

The second proposed campus, The Education Center at Little Elm, will be sited at 2315 Highway 720, Little Elm, Texas 75068. Little Elm is an incorporated town comprising 3.2 square miles in Denton County. It is located near the Collin County line some 13.6 miles east/southeast of Denton, Texas. We expect that most students enrolling in this campus will come from the single zip code 75068 that encompasses both the town of Little Elm and its immediately surrounding area. The proposed site for the Education Center at Little Elm is approximately 7 miles due north of the site proposed for the school campus at The Colony. The two sites have easy access to each other via State Highway 423.

The proposed new school's service area, however, will include all of Denton County and the school campuses will accept students from schools located within the boundaries of Denton County, Collin County, and Dallas County. Region 11 Educational Service Center serves all schools in Denton County, including The Colony and Little Elm schools.

In the 1970s, Denton County was the fastest-growing county in the country, with most of the growth along the Interstate 35 East corridor. Throughout the 1980s and 1990s Denton County ranked among the top fast-growing counties in the U.S. Population spiraled from 75,633 in 1970 to 143,126 in 1980 and 273,525 in 1990. In the past decade, Denton County has grown by almost 48% to an estimated 404,074 people in July, 1999 (source: County Population Estimates Program, Population Division, U. S. Census Bureau, Washington, D. C., March 9, 2000). Alliance Airport, which straddles the Denton County-Tarrant County boundary in the southwest corner of the county, opened in December 1989 to trigger growth along Interstate 35 West. Texas Motor Speedway, one of the largest sports and entertainment facilities in the world, opened in 1997 along Interstate 35 West. By the year 2000, the northern area of the county was a center for horse ranches and a balanced farming region producing wheat, cotton, beef and dairy cattle. Much of the industrial and commercial growth, as well as population growth, is centered in southern Denton County. Located in the southern sector of Denton County, The Colony and Little Elm are two of the county's fastest growing towns.

The North Central Texas Council of Governments, as of January 1, 2000 estimates the population for The Colony at 24,500 and the town of Little Elm at 3550. Little Elm, identified as the second fastest growing town in the region, has nearly tripled its population over the past 10 years (source: 2000 Current Population Estimates, North Central Texas Council of Governments Research and Information Services, April 2000).

1990 Census data showed that Denton County as whole is a racially homogeneous. The white, non-Hispanic population in Denton County was 88.5% in 1990 and in The Colony, 88.6%. Hispanics represented about 7% and African Americans represented 5% of Denton County's population in 1990. The Hispanic and African American population percentages in The Colony closely mirrored those of the county in 1990.

Population projections for Denton County estimate that in year 2000 83.8% of the county's population is white, Non-Hispanic, 8.3% is Hispanic, 4.9% is African-American and 3% is non-Hispanic-Other. School population data for The Colony High School for 1998-99 reflect that 76% of its students are white, Non-Hispanic, 8.1% are African American and 10.7% are Hispanic, reflecting increased in-migration of minority families into The Colony area. The Colony High School reports in 1998-99 that 5.6% of its students were economically disadvantaged (source: TEA school data).

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School population data for the Little Elm Independent School District underscore rapidly changing racial and cultural characteristics taking place in the Little Elm area. The Little Elm ISD reports that 73.2% of its students are white-non-Hispanic, 25.1% are Hispanic and 0.9% are African American. Little Elm ISD also reports that 40% of its school population is economically disadvantaged (source: TEA district data).

Region 11 Educational Service Center serves all schools in Denton County, including those located in The Colony and in Little Elm. Students living in the Colony are served by the Lewisville Independent School District, a TEA-"recognized" school district. Within this district, one high school, two middle schools, and six elementary schools are located in or near The Colony and serve students from The Colony. The town of Little Elm is served by the Little Elm Independent School District, also a "recognized" district, which consists of one high school, one middle school serving Grades 6-12, and three schools serving lower grades.

Although Lewisville ISD offers an alternative education program, there is no alternative education program in or nearby to either The Colony or in Little Elm. The nearest alternative school campus, located in Lewisville, Texas, is 28.6 miles distant and a hour's commute for students living in Little Elm. The Lewisville alternative school location is over 10 miles distant from The Colony and a 20-25 minute commute.

- C. Why was this location selected? Are there other alternative locations suitable to the needs and focus of the schools?

The facility at 7336 North Main in The Colony was selected because it is connected by a main highway that gives easy accessibility between that school campus and the proposed campus at Little Elm. The school campus' location on a main highway will also make The Education Center at The Colony more visible within the local community. The site selected for the Little Elm community is the Living Word Baptist Church located at 2315 Highway 720, Little Elm, Texas 75068. This is a high-quality facility offering ample space and amenities such as a newly completed auditorium.

Critically important to the selection of both sites is the fact that neither community presently offers accessibility to any alternative learning center for students who are experiencing difficulties in regular instructional school settings. The only alternative education program in the area (non-adjudicated) is located in Lewisville, Texas -- 28.6 miles distant and a hour's commute for students living in Little Elm and over 10 miles distant and a 20-25 minute commute from The Colony. Additionally, mass transit is not available in The Colony or in Little Elm to transport students to non-public educational facilities located in other areas of the metroplex. Based on these findings, members of the Founding Board determined a gap in filling the educational needs of students living in The Colony and in Little Elm. Our proposed school and its campuses will help fill this crucial gap.

Members of the Founding Board identified other salient citizen characteristics and community features that our proposed school locations can address. These include:

- Changing population demographics (see especially the school data for Little Elm ISD presented above) suggest that a growing percentage of students in the targeted areas are economically disadvantaged. The implication is that poverty may be (although it not always) related to lower educational attainment. Parents who are lower income typically have lower educational attainment and may be uncomfortable participating in their child's education – the scene of their own prior failure. Therefore, low-income families will benefit, not only by having individualized learning for their students, but from personal efforts to specially welcome parents as participating partners in their child's school.
- Parents desire safe and nurturing schools located in, or easily accessible to, their own community
- Parents and the community want to see educational outcomes and will support a school that promotes literacy and demonstrates results.

There may be other alternative physical locations suitable to meet the needs and focus of the proposed new school. However, based on a reasonable exploration for physical locations for the proposed charter school campuses, we believe the sites selected are wholly satisfactory to meet the needs and focus of the proposed school.

V. Human Resource Information (Reviewed by Agency)

- A. Describe your human resources policies governing salaries, contracts, hiring, and dismissal, sick and other leave, and benefits. (Provide salary schedules, sample contracts and copies of policies on other issues in Attachments).

Policy governing salaries. The Education Center will hire and maintain high quality staff and teacher/educators by providing salary levels comparable with other school programs with the same type of job responsibility. All new-hire positions, including contractors, will be advertised in the local newspaper and other appropriate media. Job descriptions for each position will be in writing.

Policy governing contracts. All employees of the proposed new school and its campuses will maintain "at will" contracts and will be subject to evaluation based on criteria established by the Board of Directors. All educational staff will be awarded 10 month (207 days) "at will" contracts. The Board will design an appeals process to be followed in case of conflicts concerning employees based on Texas Workforce criteria and the Office of Civil Rights.

Policy governing hiring – To provide uniform employment practices throughout the organization and to conform with Equal Employment Opportunity and Affirmative Action Policies, The Education Center will adopt a written pre-employment process and uniformly implement this process in searching for job applicants. Application forms, job descriptions, and contracts will be jointly developed for each staff position by the CEO, the Board, and any advisory committees established by the Board prior to advertising

available positions. The proposed charter school will use both internal and external search mechanisms in the employment process.

The Education Center will strongly encourage job applications from members of groups that have traditionally been underrepresented based on race, color, national origin, gender, age or disability. It will make concerted efforts to hire qualified minorities at all levels. Members of underrepresented groups will be encouraged to apply and will receive strong consideration in the selection process if their skills and qualifications are equal to other candidates. The proposed school will also encourage applications from persons who have succeeded in overcoming the disadvantages like those of the population to be served.

The proposed school will hire and maintain the appropriate number of employees to insure that students attending the new school campuses receive maximum educational and social benefits. Each teacher or educator must be skilled and experienced in working with school-age students on learning and enrichment activities. All program personnel, including teachers/educators, must pass a criminal background check prior to beginning work. A criminal check will be run through the Region 11 ESC on each applicant that will be hired by the proposed new school. Region 11 ESC will also conduct criminal background checks for all school volunteers.

The Board will be directly involved in the hiring of the Chief Executive Officer (CEO) and will evaluate performance based on criteria established by the Board. In addition, the Board will review hiring and discharging recommendations for faculty that may be made by the CEO.

Policy governing dismissal. To create and maintain equity in employment, application forms, job descriptions, and contracts will be jointly developed for each staff position by the CEO, the Board, and any advisory committees established by the Board prior to advertising available positions.

Employment decisions, including but not limited to employee dismissal, will be evaluated by the CEO, Academic Director, and peer review based on criteria to be determined by the Board before the hiring process. After the first year, the Academic Director will lead the evaluation process for educator staff.

Policy governing sick and other leave. Educators and other staff members will receive the same benefits (i.e. sick days, professional day, etc.) as teachers employed by the state in a public school.

Policy governing benefits. Educational staff will participate in decision-making processes with respect to insurance and other benefits. All staff members will have a choice about participating in the Teacher Retirement System or an alternative retirement system.



See Attachment #9 for salary schedules, sample contracts and copies of policies other than related to human resources.

B. Administrators (Reviewed by Agency)

1. Biographical Affidavit for each administrator of the school.

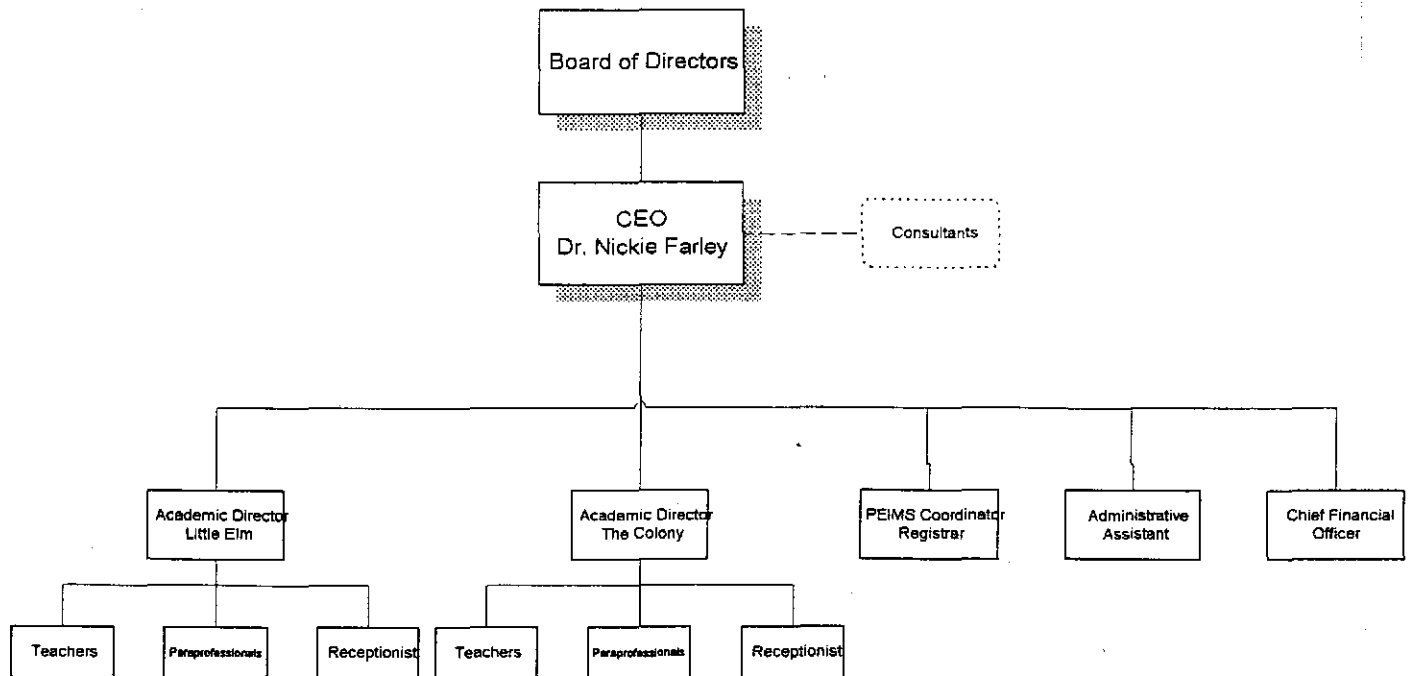
For a biographic affidavit for the present administrator of the proposed new school, see Attachment #10.

2. Powers and duties

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

Dr. Nickie George Farley will act as CEO/Superintendent of the proposed new school. A brief resume outlining Dr. Farley's qualifications and experience is provided above on page 11. The school's chain of command is shown in the following organizational chart.

Figure 1. Organizational Chart of The Education Center Staff



The school's CEO/Superintendent will report directly to the school's Board. The Academic Director, working under supervision of the CEO, will be responsible for the

day-to-day leadership at The Education Center campuses, for supervising all staff, for implementing and maintaining school policy, and for all day to day functions that will support maximum success of the program. Complete job descriptions for the CEO/Superintendent and Academic Director are provided below in item d. at page 25. Descriptions of the minimum qualifications of classroom teachers and other staff are provided below at page 29.

A Parent Advisory Committee will be established to empower parents as advocates and to encourage them to participate actively in their child's education. A new Committee will be formed during the first 6 weeks of each school year and will be constituted by parents or guardians (or persons standing in the role of parent or guardian) of students currently enrolled at any campus of The Education Center. The Committee will consist of an equal number of parents (or guardians) from each campus in active operation at that time a Committee is formed each year. Terms of service on the Parent Advisory Committee will be concurrent with each school year. The Parent Advisory Committee will function as the Board's advisory committee for the purpose of nominating a parent/guardian member for Board service. The Committee will also help the school plan, implement, and evaluate the school's local Migrant Education Program (MEP) on an annual basis. (see p. 93 for further discussion of the school's MEP planning)

The Parent Advisory Committee will meet monthly to discuss issues related to the school, to clarify policies, and to secure input from other parents and the community at large. The Education Center will encourage parents to make suggestions concerning school operation and administration by making suggestions to the Academic Director, to the Parent Advisory Committee, or directly to a session of the Board.

The Education Center will encourage parents to serve as paraprofessional volunteers and teacher aids at all school campuses. We will request each parent to volunteer a minimum of 36 hours per year on behalf of the school. The Academic Director will assist each parent in identifying volunteer opportunities and scheduling volunteer service and will provide training to all volunteers with respect to school and program policy. Volunteer service by a parent is entirely voluntary and shall not constitute any prerequisite or requirement for a child to enroll or attend the school. Region 11 ESC will conduct criminal background checks for all school volunteers including parent or guardian volunteers.

The Education Center will promote establishment of a Student Council at each school campus to help students learn and practice self-government under the guidelines of school policy and authority of school administration. Each school campus will elect a Student Council annually from its student body. The Councils will serve to build school spirit at each campus, provide advice to the Board by making recommendations concerning school policy, and promote a positive learning environment within each school campus.

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

Dr. Nickie Farley will hold the positions of Chief Executive Officer and Chairman of the Board. With over 20 years of experience as an educator at the elementary and secondary levels, Dr. Farley has hands-on experience in delivering diagnostically prescribed, learner-centered education to students who are in at-risk situations. See page 11 above for a brief resume that outlines Dr. Farley's qualifications and experience in the field of education.

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

The founders of the proposed new school will choose the school's academic and financial leaders based on the following criteria:

**Education:** All academic staff (excluding paraprofessionals) will possess a minimum of a bachelor's degree (with exceptions as specified elsewhere in this document). Certified teachers will be sought for positions requiring certification (Special Education and ESL). Teachers must be qualified to execute instructional strategies, strategies for student growth and development, strategies for classroom management and organization, strategies for policy implementation, and possess good communication skills. Financial leaders will possess a bachelor's degree or higher with a major in business administration, finance or accounting.

**Experience:** All teaching staff of Grades 6 through 12 will be experts in the teaching learning process and will provide evidence of success with experience in the teaching field. The Chief Financial Officer must have at least five year's experience in the field of accounting or finance and one year in school accounting.

**Evidence of certifications:** Teaching staff will be encouraged to seek Texas Teacher's Certification during employment, if they lack certification upon initial employment. Financial leaders may possess certifications such as CPA, but this will not be required for hiring.

**Desire and commitment:** We will seek teachers, administrators who can confirm qualities such as kindness, courtesy, enthusiasm, interest in teaching, as well as desire and experience in working with educationally at-risk youth.

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

**Chief Executive Officer/Superintendent** –The Chief Executive Officer (CEO) will serve as the curriculum leader of the proposed school and be responsible also for the duties of superintendent including the following duties:

- communicating and advising the Board
- directing hiring and discharging recommendations to the Board
- implementing directives from the Board
- interacting with all advisory committees established by the Board
- organizing and implementing fundraising activities
- establishing and implementing contracts
- expending and maintaining fiscal records
- evaluating program effectiveness
- dealing with discipline and mediating conflicts between parents, students, and teachers
- guiding the educational process of the staff and students and
- participating in the evaluation of school staff at each school campus

The CEO, reporting directly to the Board of Directors, will provide administrative review and evaluation for the Academic Director who will, in turn, direct and evaluate the educational staff.

General duties domain

- Implement the vision and mission statement according to the vision and mission statements outlined within the charter
- Manage the day-to-day affairs of the proposed new school focusing on curriculum, instruction and students and other duties as may be assigned by the CEO and/or designee
- Ensure that all necessary records are obtained and maintained as required by law and for audit purposes
- Ensure that all laws relating to the proposed new charter school are followed by all staff including federal programs and special populations
- Coordinate substitutes, textbooks, and other operations required by the proposed charter school to provide quality educational services
- Work with CEO and/or designee to prepare necessary reports
- Perform other duties as assigned by the CEO and/or designee

Curriculum and Instruction domain

- Work with the CEO and/or designee, and faculty on developing and implementing curriculum and evaluation methods of students that support the proposed school's vision and mission
- Work closely with team leaders in utilizing flexible scheduling and in creating thematic project-based learning that incorporates all disciplines
- Utilize interdisciplinary and other innovative learning endeavors as outlined in the white paper and charter
- Coordinate technology as a learning tool

Supervisory domain

- Supervise other faculty
- Evaluate faculty and staff on predetermined job performance criteria
- Interview and make hiring and firing recommendations to the CEO or his or her designee

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- Ensure that all faculty are fully informed of pay procedures, Board policies and directives, and policies and directives of CEO and/or his or her designee
- Handle student discipline
- Establish a safe, peaceful, and clean learning environment
- Work with faculty on professional development activities, development of lesson plans, scope and sequence, IAP portfolios, and rubrics for each course

#### Programs domain

- Implement, monitor and participate in the evaluation all federal and state programs provided at the proposed new school campuses
- Implement peer mediation and peer court when directed by the CEO and/or designee
- Develop and implement free/reduced lunch program when required maintaining appropriate records required by the state and federal guidelines that may be audited
- Implement enrichment programs in conjunction with the CEO and/or his or her designee

#### Parent/Public Involvement domain

- Assist with student recruiting and open houses
- Maintain a cooperative working relationship with building tenants and owners
- Coordinate and ensure that parents stay informed regarding student progress
- Maintain open lines of communication with parents
- Encourage and facilitate parental involvement and the development of a community of learners
- Create an environment that fosters continuous improvement

The forgoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities, duties, and skills that may be required.

The Academic Director, working under supervision of the CEO, will be responsible for the day to day leadership at The Education Center's campuses, the staff, the rules, and all day to day functions as are mandatory for the maximum success of the program. Duties for this position include but may not be limited to:

- Provide input to the Board concerning course and academic offerings of the school.
- Assist in orienting all Board members in the principles and procedures of learner-centered education.
- Report on school progress to the Board on a monthly basis.
- Supervise the development of needed courses of study, insuring that all developed courses meet all course requirements set forth in Texas Essential Knowledge and Skills.
- Supervise the learning therapy program of the school called Pathways Development Series.
- Supervise all educational staff
- Supervise the implementation of courses that are developed.
- Provide diagnosis in language arts, math, and reading for all students entering the school.

- Provide diagnosis of entering students in the areas of learning styles and learning needs.
- Interview parents and students seeking to enroll into the school.
- Assist parents and guardians and other community members in identifying volunteer opportunities and scheduling volunteer service
- Ensure that background check are made for all school volunteers
- Receive suggestions from parents and guardians with respect to school operation and school policy
- Provide training to all volunteers with respect to school and program policy.

The forgoing statements describe the general purpose and responsibilities assigned to the Academic Director position and are not an exhaustive list of all responsibilities, duties, and skills that may be required.

The Education Center plans to hire Lisa Ashmore Ph.D., to fill the Academic Director position. Dr. Ashmore has eight years' experience as an educator. During six of those years, she served students who were at in at-risk situations in the communities surrounding the proposed site of The Education Center. Since 1999 she has served as a writer of curriculum for The Eagle Project. She graduated from Louisiana Baptist University, receiving a B.S., M.S. and Ph.D. degrees. She has School Of Tomorrow Certification in Supervision and Administration. She served five years as assistant director of a model education center in Carrollton, Texas working with students in at-risk situation in that community.

Dr. Ashmore is experienced in the following areas:

- Teaching Basic Skills: Math, English, and Reading
- Preparing high school students for college entrance exams
- Preparing students for S.A.T. and A.C.T.
- Diagnosing students suffering from Attention Deficit Disorder, Dyslexia, and other learning disabilities
- Providing Learning Therapy for students suffering from learning disabilities
- Diagnosing individual student's academic levels, strengths, and weaknesses
- Working with both the talented and gifted as well as the academically challenged
- Working with troubled teens and families to restore communication in the family and productivity from the student.

A biographical affidavit for Dr. Ashmore is attached to this application as Attachment #10. Biographical Affidavits.

e. How will administrative personnel be evaluated?

Administrative personnel will be evaluated in accordance with provisions of Subchapter BB issued under the Texas Education Code, §21.354 and §39.054, and the commissioner's recommended or established standards under the Code. The Education Center will accept the commissioner's recommendations as its method of evaluation for administrative personnel which includes the following domains:

- Instructional management

- School or organization morale
- School or organization improvement
- Personnel management
- Management of administrative, fiscal, and facilities
- Student management
- School or community relations
- Professional growth and development
- Academic excellence indicators and campus performance
- School board relations (for superintendents only)
- A student performance domain shall be included in the appraisal of the Academic Director and the Superintendent

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

The salary range and benefits for administrative staff will be:

- CEO/Superintendent \$40,000 to \$45,000
- Academic Director \$35,000 to \$40,000

The full seven-member Board will set actual salaries from within these ranges once the school has received its charter.

Benefits available to all administrative staff include:

- Educators and other staff members will receive the same benefits (i.e. sick days, professional day, etc.) as teachers employed by the state in a public school
- All staff members will have a choice about participating in the Teacher Retirement System or an alternative retirement system

C. For Faculty and Staff (Reviewed by Agency)

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

All teaching staff will possess a minimum of a bachelor's degree and will be encouraged to seek Texas Teacher's Certification during employment. It is anticipated that all teaching staff will be experts in the field of the teaching/learning process development and will provide evidence of success with experience in the field. Exceptions may be made with CEO recommendations and Board approval when a degreed person is not available for employment and the educational process could be adversely affected. In which case, a non-degreed employee would be considered if he/she had the teaching/learning process experience and expertise but would be required to attend approved courses leading toward a bachelor's degree at a college or university.

Teachers must be qualified to execute instructional strategies, strategies for student growth and development, strategies for classroom management and

organization, strategies for policy implementation, and possess good communication skills.

Qualifications for non-teaching administrators and staff include possession of appropriate education and/or certifications and special knowledge and skills in their particular job position. Experience in the field may also be required as necessary.

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

A low student/teacher ratio of 15:1 will be maintained at all grade levels including paraprofessional support whenever possible. When staff is not available this ratio could reach 18:1. This student/teacher ratio will include additions of paraprofessionals to the classroom as student numbers increase or high numbers of special populations are enrolled. Need for hiring additional paraprofessional personnel will be determined by the CEO who will make recommendations for adding these personnel.

3. Identify the proposed faculty and staff if possible.

With the exception of the position of Academic Director, all new faculty and staff will be new hires and cannot be identified at this time. The Board plans to hire Dr. Lisa Ashmore to fill the position of Academic Director. See page 28 for a description of Dr. Ashmore's qualifications and experience.

4. How will the faculty and staff be evaluated?

A modified Professional Development and Appraisal System (PDAS) recommended by the Texas Education Commissioner will be used to evaluate teachers. The PDAS appraisal framework is considered especially appropriate for teachers because the PDAS criteria acknowledge broad-based tasks that teachers routinely perform that go beyond classroom teaching. The PDAS is not, however, intended to evaluate staff other than teachers. Professional staff such as speech pathologists, librarians, and counselors will not be evaluated under the PDAS (unless these positions also involve teaching). Non-teaching, administrative staff members will be evaluated in accordance with provisions of Subchapter BB issued under the Texas Education Code, §21.354 and §39.054, and the commissioner's recommended or established standards under the Code.

Each teacher will be appraised each school year. Whenever possible, an appraisal will be based on the teacher's performance in fields and teaching assignments for which he or she is certified.

Domains of the PDAS instrument for teacher evaluation include:

- Domain I: Active, Successful Student Participation in the Learning Process
- Domain II: Learner-Centered Instruction
- Domain III: Evaluation and Feedback on Student Progress



- Domain IV: Management of Student Discipline, Instructional Strategies, Time, and Materials
  - Domain V: Professional Communication
  - Domain VI: Professional Development
  - Domain VII: Compliance With Policies, Operating Procedures and Requirements
  - Domain VIII: Improvement of Academic Performance of All Students On The Campus (Based on Indicators included in the AEIS)
5. Provide complete job descriptions of all charter school faculty and staff, including instructional and non-instructional duties.

Counseling Staff. Counselors must be child-centered and possess certification or license to provide counseling services. During the first year, these services will be contracted and will be provided on an "as need" basis. Funds have been budgeted for both special education and counseling services.

Teacher Qualifications - All teaching staff will possess a minimum of a bachelor's degree and will be encouraged to seek Texas Teacher's Certification during employment. It is anticipated that all teaching staff will be experts in the field of the teaching/learning process and will provide evidence of success with experience in the field. Exceptions may be made with CEO recommendations and Board approval when a degreed person is not available for employment and the educational process could be adversely affected. In which case, the non-degreed employee would be considered who had teaching/learning process experience and expertise but would be required to attend approved courses leading toward a bachelor's degree at a college or university. Intense professional development activities will be required during the school year as well as parent meetings at the end of each grading period. If enrollment reaches proposed levels, three teachers will be hired by the school campus at The Colony in School Year 2001-2002 and three teachers will be hired for the campus at Little Elm for that school year.

Paraprofessional Qualifications - The paraprofessional staff will possess a minimum of a high school diploma and possess experience in the field of the teaching/learning process development, education, and/or child care. The duties and responsibilities of the paraprofessional will be to provide direct and indirect services to students and teachers. They will be supervised and evaluated by the Academic Director. Paraprofessionals will attend all professional development activities with the teachers. If enrollment reaches proposed levels, three paraprofessionals will be hired to assist the teaching staff at each school campus.

Administrative Assistant - The executive secretary answers to the superintendent. This person handles the superintendent's calendar, phone messages and correspondence. The executive secretary will keep the school board minutes and all other related records. This person will be a liaison between the superintendent and all persons both in the school system and outside the system.

Major responsibilities include:

- Work closely with the superintendent in monitoring the calendar as well as the school calendar for each school campus.
- Keep records for Board meetings and all reports that need to go to parents, TEA, banks, the Academic Director and financial officer/director.

For complete job descriptions of all faculty and staff of the proposed new charter school, including instructional and non-instructional duties, see Attachment #11 entitled Job Descriptions.

D. Code of Conduct

1. Describe in detail your school rules or guidelines governing student behavior.

The Education Center will develop a handbook for students and parents to be called The Education Center's Handbook of Policies and Procedures. This Handbook will set forth a code of conduct for students at each school campus. The Handbook will include, but is not limited to the following student limitations and requirements.

- With respect to food, no food is to be eaten outside on the school grounds. Candy and gum are not permitted in the school. Students are not allowed to skip lunch unless they have a note from their parents. Pupils are expected to eat the food on their tray even if it is not their favorite.
- Trash must be put in trash cans at all times; students (and others) are expected to see that halls and restrooms are kept clean
- With respect to classroom conduct, teachers are in charge of the classroom at all times; pupils are to obey the rules and requests of teachers. Substitute teachers are in charge in place of absent teachers; students are expected to obey substitute teachers in the same way as if he/she were their regular classroom teacher.
- While attending student assemblies, students must enter the area quietly and listen for instructions.
- With respect to common area conduct, students are expected to treat other students as they would want to be treated. Electronic equipment of any kind are not to be brought to any school campus.
- Students must adhere to a written dress code that is in compliance with existing constitutional or other legal requirements concerning standards that public schools may set concerning a student's attire and general appearance. Dress codes may be amended, as necessary, to comply with changing legal requirements over time. As part of our dress code, students will be required to wear uniforms consisting of (for males) beige or navy twill long pants and white shirts and (for females) beige or navy twill skirts or long pants with white shirt.
- Students are to show respect for all adults and for other students. School and classroom behavior should exemplify respect for everyone's right to learn. Physical fighting is not allowed at any time for any reason at school and will not be tolerated.
- Pupils walking in the halls between bells must have a hall pass.

- With respect to homework (given on four nights each week), students are expected to complete and return the work on the following day.
- Students are expected to work through classroom problems with their teacher. They may bring their problems to the attention of a school administrator AFTER they have shown an effort to reach a solution with the teacher.
- Profanity is not allowed. Appropriate language for the school environment is expected at all times. All students are expected to use proper manners at all times while at school (excuse me, please, thank you, listening when others are speaking, etc.)
- No weapons of any kind (real or play) can be brought to any school campus. Students must alert a teacher or other adult if they know of any weapons that are on campus. Toy weapons or other weapons such as knives will be removed from students. Violation of the "no weapons" code of conduct will be cause for student suspension.
- Students may use the school telephones only for emergency situations.

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

Policies governing administrative actions taken to prevent a student's expulsion and suspension will be identified in The Education Center's Handbook of Policies and Procedures (presently under development). These policies include requiring parents to attend a conference with the Academic Director for inappropriate school behavior by their student. Students placed on a parent conference may not return to class until the parent conference has been completed.

Students may be "emergency removed" from school for disruptive behavior for a period of one through three days. Students may not return to school until the emergency removal days have been served. If students who are emergency removed from school report to school, parents will be called to pick them up. Students may be suspended for persistent and serious violations of the school's code of conduct and other rules. Violation of the "no weapons" code of conduct will be cause for student suspension

The Education Center's Handbook of Policies and Procedures (to be developed) will set forth the school's clear and fair procedures for student expulsion and suspension. Due process has been considered and the procedure will be structured as follows:

Pending a hearing, the student may be placed on suspension for up to three consecutive days. Suspension periods pending hearings can be out-of-school, in-school, or placement in an AEP. Written notice of the time and location of the expulsion hearing will be provided. The student's parents, guardian, or another adult who is not an employee of the charter school must represent the student at the hearing. If the decision to expel is made by the Board's designee, the decision may be appealed to the Board.

A student shall be expelled by written order setting the term of the expulsion. Before the expulsion, the Superintendent will provide the student a hearing at which the student is afforded due process, which shall include the following:

- Prior notice of the charges and the proposed sanctions so as to afford a reasonable opportunity for preparation
- Right to a full and fair hearing before the Board or its designee
- Right to an adult representative or legal counsel
- Opportunity to testify and to present evidence and witnesses in his or her defense
- Opportunity to examine the evidence presented by the school administration and to question the administration's witnesses

The notice shall be in writing and shall advise of the nature of the evidence and the names of any witnesses whose testimony may be used against the student. The student will be notified of the date of the hearing. The decision will be based exclusively on evidence presented at the hearing. The final decision will be communicated promptly to the student and parent.

Notice of expulsion will be made to the county juvenile court within two business days after the expulsion hearing is held. The charter school will inform each teacher of the expelled student of the offense that caused the expulsion. Teachers so informed are required to keep all expulsion information confidential.

In addition to standard procedures for expelling a student, The Education Center's Handbook of Policies and Procedures will set forth procedures for **appeals** of expulsion and suspension from school. The appeals procedure will be structured as follows:

A decision by the Superintendent to expel a student may be appealed to the Board. A handicapped student shall not be excluded from his current placement pending appeal to the Board for more than ten days without ARD committee action to determine appropriate services in the interim. Pending appeal to a special education hearing officer, unless the charter school and parents agree otherwise, a handicapped student shall remain in the present education setting.

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

Students are expected to attend school every day (all 180 days assigned by the Texas Education Agency), including rainy and cold days. Students must bring a note from their parents following every absence. Any student can be excused for a temporary absence due to personal illness, death in the family, or for unusual causes acceptable to the Academic Director. This mandatory policy will be provided in writing in The Education Center's Handbook of Policies and Procedures (to be developed). This policy manual will be provided to each parent or guardian of students enrolled at any school campus operated by The Education Center.

The Education Center's proposed mandatory student attendance plan is consistent with and supports the school's code of conduct and the mission of the school in the following ways:

- It supports the school's conduct guidelines that urge students to "do your best at all times"
- It supports the school's conduct guidelines that urges students to "develop the "I Can" attitude
- It supports the school's mission to educate students in basic skills and core content (students must be present to be educated)
- It supports the school's mission that students will adhere to behavioral guidelines
- It supports the school's mission to provide opportunities for students to express their special talents and to maintain and enrich their own unique cultural heritage (students must "show up" to accomplish these goals)

Note: Student attendance accountability is fully described in section VI. C. below describing Student Attendance Accounting.

VI. Business Plan (Reviewed by Agency)

A. Financial Management

1. Develop a preliminary start up budget, covering only the planning and capital expenses necessary before school opening (must be completed on state-provided template A) and with supporting letters of credit and documentation verifying private sources of funds.

Start Up Budget

Facility Customization	\$	25,000	
Secretary/Registrar	\$	6,400	
Telephone	\$	300	
Printing	\$	1,000	
Furniture	\$	12,000	Donated by organizations and the church

2. Present a three (3)-year budget covering all projected sources of revenue, both public and private, and planned expenses (MUST BE COMPLETED ON STATE-PROVIDED TEMPLATE IN APPENDIX VI). Note: estimate of State Aid (ESA) for budget purposes should be based on Average Daily Attendance (ADA). ADA is equal to average daily enrollment multiplied by the percent of attendance.  $ESA=ADA \times \$4000$ . A realistic estimate for rate of attendance for at-risk students would be 85%. To assist applicants in preparing a budget, a chart of accounts is available on the TEA website at: <http://www.tea.state.tx.us/school.finance/index.html#audit>

For a three (3)-year budget covering all projected sources of revenue, both public and private, and planned expenses see Attachment #12 titled Three Year Budget.

3. Present a three (3) year cash flow projection showing monthly cash in flows from all sources by month, including loans and all monthly cash outgoes for all purposes, including loans. NOTE: Must be completed on state-provided template in AppendixVI.

For a three (3) year cash flow projection showing monthly cash inflows from all sources by month, including loans and all month cash outgoes for all purposes, including loans, see Attachment #13 titled Three Year Cash Flow Projection.

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

Yes, The Education Center will conduct fundraising efforts to generate capital and to supplement the per pupil allocations (ADA). The mission for fundraising at The Education Center will promote internal and external constituencies and create a climate with external constituencies that will generate maximum financial support for the new school. The development function at the school will be organized as follows to better fulfill its mission:

- Special Events
- Grant Writing
- Direct Mail Solicitation
- Media Relations
- Data Services

Through a comprehensive process of identification, solicitation and stewardship, the development staff will secure financial support for the proposed school's programs and provide opportunities for involvement with the school's overall leadership, programs, fundraising activities and special events.

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

The following paragraphs describe the policies, procedures, and forms for the daily business operation. With respect to ACCOUNTING SYSTEMS and ACCOUNTING REPORTS, The Education Center will use the following procedures.

The Education Center will adopt and install PeachTree or QuickBooks as its standard school fiscal accounting system. The accounting system will conform to generally accepted accounting principles and will report information for the new school as well as the 501(c)(3). The information and system is subject to review and comment by the state auditor.

A record will be kept of all revenues realized and of all expenditures made during the fiscal year for which a budget is adopted. A report of the revenues and expenditures for the preceding fiscal year will be filed with the agency on through submission of Actuals to PEIMS.

The accounting system used by The Education Center will provide management, cost accounting, and financial information in a format prescribed by the state board and in a manner sufficient to enable the state board to monitor the funding process and determine educational system costs by campus and by program.

The Board, on behalf of The Education Center, may acquire computers and computer-related equipment, including computer software, through the General Services Commission under contracts entered into in accordance with Chapter 2157, Government Code. Before issuing an invitation for bids, the commission shall consult with the agency concerning the computer and computer-related equipment needs of the school. To the extent possible the resulting contract shall provide for such needs.

The Education Center may purchase an item that is available from only one source without following the competitive bidding guidelines.

The proposed school and its school campuses will maintain adequate documentation to support detailed financial transactions. The school will insure that financial management standards provide:

- accurate, current, and complete disclosure of the financial results of each program;
- accounting records that identify the source and use of funds;
- effective control and accountability for all funds, property, and other assets;
- comparisons of expenditures with budget amounts for each grant;
- source documentation to support accounting records such as canceled checks, paid bills, payrolls, time and attendance records, contract and grant award documents;
- procedures to minimize the time elapsing between receipt of funds and disbursement of funds;

- procedures for determining reasonableness, allowability, and allocability of costs in accordance with OMB Circular A-122 for non-profit organizations and the Department of Education regulations.
6. Provide a copy of the current or proposed monthly budget status report to the Board of directors that will be used.

For a copy of the current or proposed monthly budget status report to the Board of directors that will be used, see Attachment #14 titled Financial History.

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

#### Preparation of Budget.

- On or before August 31 of each school year, the Superintendent/CEO/CEO shall prepare, or cause to be prepared, a proposed budget covering all estimated revenue and proposed expenditures of the charter school for the following fiscal year.
- The budget must be prepared according to generally accepted accounting principles, rules adopted by the State Board of Education, and adopted policies of the Board of The Education Center.

#### Records and Reports

- The Superintendent/CEO shall ensure that records are kept and that copies of all budgets, all forms, and all other reports are filed on behalf of the charter school at the proper times and in the proper offices as required by this code.

#### Budget Meeting; Budget Adoption.

- When the budget has been prepared under Section 44.002, the President shall call a meeting of the Board of Trustees, stating that the purpose of the meeting is the adoption of a budget for the succeeding fiscal year.
- The President shall provide for the public notice to be given.
- The Board, at the meeting called for that purpose, shall adopt a budget to cover all expenditures for the Charter School for the next succeeding fiscal year. Any constituent of the Charter School may be present and participate in the hearing.

#### Filing of Adopted Budget.

- The budget will be reported to TEA through the first submission of PEIMS.

#### Effect of Adopted Budget; Amendments.

- Public funds of the charter school may not be spent in any manner other than as provided for in the budget adopted by the Board of Trustees, but the Board may amend a budget or adopt a supplementary emergency budget to cover necessary unforeseen expenses. Any amendment or supplementary budget must be prepared and filed according to rules adopted by the State Board of Education.



Accounting System; Report.

- The standard school fiscal accounting system that will be adopted and installed by The Education Center will be PeachTree of QuickBooks. The accounting system will conform with generally accepted accounting principles and will report information for the school as well as the 501 (c) (3). The information and system is subject to review and comment by the state auditor.
- A record will be kept of all revenues realized and of all expenditures made during the fiscal year for which a budget is adopted. A report of the revenues and expenditures for the preceding fiscal year shall be filed with the agency on through submission of Actuals to PEIMS.
- The charter school, as part of the report required by this section, will include management, cost accounting, and financial information in a format prescribed by the State Board and in a manner sufficient to enable the State Board to monitor the funding process and determine educational system costs by charter school, campus, and program.

Annual Audit; Report.

- The school's Board shall have the charter school fiscal accounts audited annually at charter school expense by a certified or public accountant holding a permit from the Texas State Board of Public Accountancy. The audit must be completed following the close of each fiscal year. The independent audit must meet at least the minimum requirements and be in the format prescribed by the State Board of Education, subject to review and comment by the state auditor. The audit shall include an audit of the accuracy of the fiscal information provided by the charter school through the Public Education Information Management System (PEIMS).
- Each treasurer receiving or having control of any school fund of the charter school shall keep a full and separate itemized account with each of the different classes of its school funds coming into the treasurer's hands. The treasurer's records of the charter school's itemized accounts and records shall be made available to audit.
- A copy of the annual audit report, approved by the school's Board of Trustees, shall be filed by the charter school with the Agency not later than the 120th day after the end of the fiscal year for which the audit was made. If the Board declines or refuses to approve its auditor's report, it shall nevertheless file with the Agency a copy of the audit report with its statement detailing reasons for failure to approve the report.

Financial Reports to Commissioner or Agency; Forms.

- All financial reports made by or for the Charter Schools or by their officers, agents, or employees, to the commissioner or to the agency, shall be made on forms prescribed by the agency, subject to review and comment by the state auditor.
- The Education Center will collect and submit data for the Public Education Information Management System (PEIMS) in compliance with the Texas State Board of Education requirements. Data collection will include the following areas:
  - student demographic and academic performance
  - personnel
  - financial

- organizational information
- The Education Center will adhere to all formats and procedures outlined in the Data Standards and will contract with the CCMS for Internet based software application for submission, training, and services to obtain skills and competencies required for PEIMS data submission. Computer systems will be acquired that have the capacity to run the software and store the required information. All contractual agreements and equipment are reflected in the proposed budget. In addition, a PEIMS Coordinator and other appropriate school staff will be identified who will attend all training sessions provided by the Region 11 Education Service Center.
- Further, The Education Center will follow the required delivery schedules and record format in accordance to the Region 11 ESC's specifications. Updated versions of the PEIMS EDITOR will be acquired and maintained on the designated equipment. All records will be stored in a secured environment to insure confidentiality of records and files. The CEO of STAR will certify that the data submitted to the ESC is accurate and authentic.

B. Facility Management (Reviewed by Agency)

1. Description of and address for the physical facility.

The proposed school campus at The Colony will be located at 7336 North Main, The Colony, Texas 75056. (see p. 19 above for descriptions of the location within the county) The Colony facility, renovated in Summer 1999, contains approximately 2,000 square feet of floor space that includes one office and two bathrooms that meet city code and are fully ADA compliant. The building presently meets all city of The Colony specifications for housing an educational program and the city has issued the tutorial center presently operating at this location a certificate of occupancy for the purpose of education. The owner of the facility, Ed Canada, has agreed verbally to expand the facility by 1200 square feet once the charter is granted so that the facilities will be large enough for the school.

The facility at The Colony does not contain a cafeteria or a science lab but does include a large area where general student assemblies can be held. For larger assemblies that include parents and community members, we have arranged with a local church in The Colony to allow the use of its facilities. A large capacity driveway is available at street level that will insure safe arrival and departure for students. Liability insurance for the building has been provided for in the budget. For a copy of the first year lease agreement, see Attachment #15 titled Lease Agreements.

The area around the site in The Colony has a small grocery store, two churches, a stained glass business, a carpet store, and a small used car dealership. Directly across the street is a major housing development.

Although the lessor will provide basic furniture, money has been budgeted to insure that adequate numbers of tables, chairs, teachers' desks, filing cabinets, shelving, storage, and other essential furniture will be available in August, 2001. Money

has also been allocated for wiring and one computer lab to be furnished by the new school. The lab will be networked and will have Internet access.

The proposed campus at Little Elm will be located at 2315 Highway 720, Little Elm, Texas 75068. This is the church facility of Living Word Baptist Church. (see p. 19 above for descriptions of the location within the county). The Little Elm facility contains 3,850 square feet of floor space. There are seven classrooms, one office, and four bathrooms. All bathrooms meet city code and are ADA compliant. The facility does not contain a cafeteria or a science lab. A large new auditorium that can seat 350 is available at this facility for student assembly and for larger assemblies of students, parents and other community members. A large capacity driveway is available at street level to insure safe arrival and departure of students. Liability insurance for the building has been provided for in the budget. For a copy of the first year lease agreement, see Attachment #15 titled Lease Agreement.

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

The facility in Little Elm was built only three years ago and meets City, county, and ADA codes. The facility in The Colony was totally renovated in the spring of 1999 and also meets all the necessary codes and is zoned for educational purposes due to the tutorial center having been in the building.

At both sites there is adequate heating, ventilation, lighting, bathroom facilities, and water supply to serve the numbers projected to be enrolled. Each facility has access to approved city water supply. The facilities are maintained by a custodial staff sufficiently to provide clean and sanitary conditions for the students. The floor space at each facility is asbestos free and the bathrooms will be retiled to meet asbestos codes. Funds have been allocated in the budget to provide the assessment required for the Asbestos Abatement Plan and to insure that all building codes are met.

The owner of the facility located in The Colony has agreed verbally to expand the facility by 1200 square feet once the charter is granted so that the facilities will be large enough for the school. Building facilities at both The Colony and Little Elm meet all requirements of the Americans With Disabilities Act of 1990, Title III (ADA) for access to the building and bathrooms.

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

Neither school campus provides any playground or athletic areas nor do they provide space for a cafeteria. However, the facility at The Colony provides large rooms

and one of the learning center rooms will function as a place to serve meals. At the Little Elm facility, meals may be taken at the church fellowship hall.

We will conduct physical education classes and athletic practice for students enrolled at The Colony facility at The Colony Recreation Center located less than 2 miles distance. The Center is available on a daily basis in the afternoon. We will provide transportation for students to and from the Center. Students at the Little Elm facility will participate in physical education and athletic practice on site of the five-acre church campus. Volleyball and basketball players will practice at The Colony Recreation Center. We will transport students to and from this site by school van. Athletics at these school campuses will be limited to basketball and volleyball the first year. Softball, track, and soccer may be added the second year. Games the first year will be played on the road; i.e., at the sports facilities of the competing teams. Science labs will be conducted at school and at home in life-style situations directed by staff and parents.

Each school campus will contract with a locally approved vendor to provide nourishing and appealing breakfast, lunch, and snacks. The Education Center anticipates that more than 20% of the student population will qualify for the free or reduced lunch program. Afternoon snacks may be prepared by the staff in the kitchen located in the Little Elm facility. All federal and state mandates will be followed with respect to food service.

Adequate space will be provided to meet state mandates regarding science labs for both middle school and high school students. Middle grade students at The Education Center will participate in the "Trash Can Science Program" which utilizes refuse to conduct science experiments, thus recycling and modeling responsible behaviors.

4. Discuss any progress, partnership developments or future steps toward acquisition of a facility/land.

The Applicant has no plans to acquire or develop partnerships for the present or future acquisition of any facility or land.

5. Attach a copy of a lease agreement, deed to property or purchase agreement as applicable.

For copy of lease agreement(s), see Attachment #15 titled Lease Agreements.

- C. Student Attendance Accounting (Reviewed by Agency) - Describe your school attendance accounting procedures. Note: The TEA Student Attendance Accounting Handbook must be followed. (Copies of which can be obtained from publications department of TEA). Indicate name of computer program to be used for student accounting purposes and describe the capacity of that program to track of student related data required in PEIMS.

The Education Center will adhere to all accountability requirements as described in the TEA Student Attendance Accounting Handbook which provides charter schools with the Foundation School Program (FSP) eligibility requirements of all students and the minimum requirements of all student attendance accounting systems.

The proposed school will submit attendance information through the Public Education Information Management System (PEIMS) data as required of all public school districts. Student attendance and contact hours will again be reported at the student detail level, for the entire school year, through PEIMS. In addition, The Education Center will maintain auditable documents that substantiate the data submission.

The Education Center and its campuses will comply with the following responsibilities:

- Ensure that the basis used to record and process attendance accounting data meets this standard through an approved automated system. 19 TAC §129.21(e)
- Adopt an attendance accounting system, both manual and automated, which includes procedures that ensure the accurate taking, recording, and reporting of attendance accounting data. TEC §42.006(b)
- Report attendance and contact hours on the student level for the entire school year through the Public Education Information Management System (PEIMS).
- Be responsible for the safekeeping of all attendance records and reports and certify these documents upon submission to PEIMS.
- Determine how to properly store records to be readily available for audit by the School Financial Audits Division of the Texas Education Agency. TEC §42.255, 19 TAC §129.21(m)
- Contract with a reputable automated system or a Regional ESC that will provide error free submissions to PEIMS.
- Include attendance accounting in the annual audit to be reported to TEA.
- Maintain records to reflect the average daily attendance (ADA) for the allocation of FSP funds and other funds allocated by the Texas Education Agency. 19 TAC §129.21(a)
- Report all eligible students that are entitled to the benefits of the FSP. All eligible attendance will be reported according to provisions established by the Texas Education Agency and only those students who are eligible for special funding will be included in the ADA report. TEC §42.006

In addition, the proposed school will submit timely six weeks reports to the Texas Education Agency to determine student eligibility.

A paper copy of all required attendance records will be retained for five years signed in ink and with any corrections initialed. In addition, The Education Center will retain the hardware and software (attendance program) necessary to access and reproduce the attendance data in an acceptable format. For system control purposes both paper and electronic data will be maintained.

The proposed school and its campuses will adhere to the following attendance requirements:

- A student must be served at least two hours of instruction per day to be included in membership. Students must be in membership before they are eligible for attendance. Students with disabilities follow the same two-hour-per-day eligibility rule. Absences for students who do not meet the two-hour-per-day minimum to be included in membership are not required to be recorded. However, the demographic and special program information must be maintained in the accounting system for all students served, in accordance with the applicable coding instructions.
- Students must meet all eligibility requirements described in the Student Attendance Accounting Handbook before they can generate funding. Students served at least two but less than four hours of instruction per day are eligible for half-day attendance (ADA eligibility code 2). Students served at least four hours of instruction per day are eligible for full-day attendance (ADA eligibility code 1).
- Students are either present or absent at the time the official attendance roll is taken. The snapshot will be taken during the second period as defined by the local Board policy. The central attendance staff will adjust an absence for a student who was with authorized school personnel (nurse, counselor, Academic Director, etc.) and was recorded absent at the time the official attendance roll was taken. The change must be documented, and an audit trail will be established and will be maintained to support any changes to posted absences.
- For official attendance accounting and Foundation School Program (FSP) purposes, "Tardies" do not exist. However, locally-designed codes will be implemented which indicate:
  1. a student arrived late to class before official roll call and was counted present for ADA and FSP purposes, or
  2. a student arrived late to class after official roll call and was counted absent for ADA and FSP purposes.

NOTE: Adequate documentation which defines all locally-designed codes will be retained with all other auditable records.
- Attendance and contact hour eligibility begins the first day of school and continues for the entire school year.
- Student Detail Reports will be generated each six-week reporting period and reviewed at the end of each six-week reporting period for reasonableness by campus personnel who are responsible for ensuring student attendance accounting codes are correct. The Superintendent and the person recording the information will certify information submitted to the TEA.

- All required documentation which is stored electronically must be reproduced in an acceptable format at the time of an audit. The documentation will be complete and will be scannable by the human eye.

STAR recognizes that in order for it to receive funding for students qualifying for special programs that each student must meet the eligibility requirements as described by the program. Therefore, the eligibility requirements have been reviewed and described within this narrative. Review of the *Student Attendance Accounting Handbook* has identified coding procedures that will be followed by The Education Center. The proposed school and its campuses will adhere to the following requirements for coding information for special programs:

- Students must be eligible for attendance and must meet all requirements for special programs before their attendance may be counted for funding. Complete documentation will be on file to support eligibility.
- The proposed charter school will not claim funds for special programs prior to filing all required documentation. Early identification and documentation for all students will be filed as soon as possible.
- Special Education and Bilingual/ESL staff or teachers shall provide attendance personnel with names and coding information of students who are eligible, who are being served, and whose documentation is in order to the PEIMS Coordinator. Attendance personnel will be notified of any change in a student's special program service and the effective date of such change before changes are recorded in the attendance records. Confidentiality will be observed regarding special populations.
- The use of codes provided by the special program staff or teachers, attendance personnel will accurately record appropriate program codes for each student enrolled in special programs. Paper copies summarizing special program participation, by student, will be generated, reviewed, and verified by the special program staff member in charge.
- The proposed charter school will retain gradebooks for basic education and special program courses for the full five-year retention period.

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

For copy of the proposed school calendar for school year 2001-2002 at The Education Center, see Attachment #16 titled School Calendar.

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

The charter school and its campuses will adhere to guidelines for the admission of students eligible for a public education grant (PEG) set forth in the Texas Education Code. Under the guideline set forth in the Public Education Grant program mandates, a parent of a student enrolled in any of the campuses listed may make application to

attend The Education Center during the school year. The charter school or public school chosen by a student's parent under this statute is entitled to accept or reject the application for the student to attend school in the charter school, but may not use criteria that discriminate on the basis of a student's race, ethnicity, academic achievement, athletic abilities, language proficiency, sex, or socioeconomic status. Alternatively, the charter school may accept interdistrict transfers under Section 25.036 of the Texas Education Code. Civil Action 5281 may also limit the ability of districts to accept students to the extent the minority or majority of a school's population, based on ADA, changes by more than one percent. The Education Center reserves the right to reject students based on criteria described within this application.

Notification of eligibility will be provided by February 1, 2002 to each parent of a student in the district assigned to attend a school on the PEG list. All parental notifications will be directed through letters to each student's family. The notice will contain a clear, concise explanation of the Public Education Grant Program and how the parent may obtain further information about pursuing a transfer.

A student enrolled in a school identified under the PEG program has the right to request a transfer to another school in his/her current district or in a charter school. Students seeking enrollment in The Education Center shall follow the same procedures for enrollment as other applicants and will be considered on a first-come, first-served basis. When the capacity for the facility has been met, students will be placed on a waiting list and a lottery will be conducted for future openings.

D. Transportation and Food Service (Reviewed by Agency)

1. Describe provision for transportation for students served by the charter school. Pursuant to federal law, the school must provide transportation to students eligible for special education services as required by their Individualized Education Plan (IEP).

The Education Center will provide transportation only to students eligible for special education services as required by their IEP's. Such transportation may be provided by parents and/or the Denton County Schools. Funds have been allocated in the proposed new school's budget for this purpose. The Board of Directors will consider additional transportation options based upon identified needs assessed through student enrollment data during the first year.

In addition, Denton County Schools' buses and public transport will be used for field trips and other school sponsored activities. Funds for such transportation have been allocated in the budget.

2. Describe provision for food service, if any, for students served by the charter school, include plans for free or reduced lunch and breakfast programs. (If 10% of your students qualify for free or



reduced lunch you are required to provide a breakfast program for those students).

The Education Center anticipates that more than 10% of the student population will qualify for the free or reduced lunch program. Therefore, the Board will issue an RFP and contract with outside vendors to provide breakfast and lunch to qualifying students. Afternoon snacks may be prepared by the staff in the kitchen located in the facility in Little Elm. All federal and state mandates will be followed with respect to food service.

## VI. Geographic Boundaries and Statements of Impact (Reviewed by Agency)

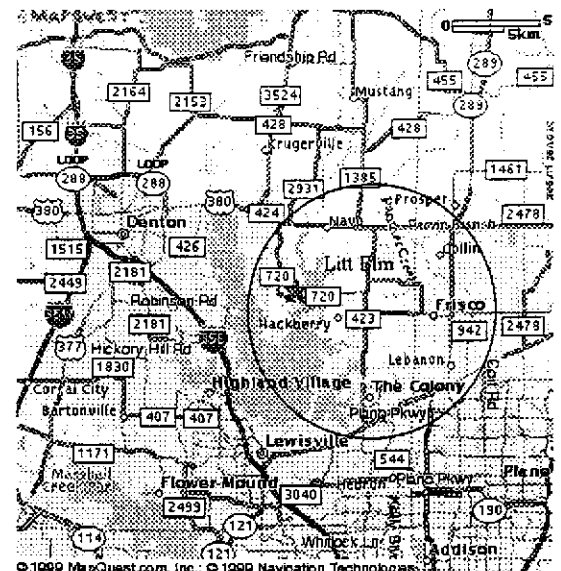
### A. Geographic Boundaries

1. Describe the geographic area to be served by the school. Include a map showing boundaries clearly marked. Include a written description that clearly explains the area to be served. NOTE: this description must be specific and definite. For example, descriptions such as "southwest portion of the city" or "the greater metropolitan area" are insufficient. Acceptable definitions include those identifying the area in terms of city or county limits, street names, and boundaries of school districts or zip codes.

The geographic area to be served by school campuses operated by The Education Center includes the county limits of Denton County, Collin County, and Dallas County, Texas.

Our first school campus will be located at 7336 North Main, The Colony, Texas 75056. The campus will target students from the 75056 zip code that encompasses The Colony and its surrounding area. However, the campus will accept students from schools located within the boundaries of Denton County, Dallas County, Tarrant County and/or Collin County. We expect that most students will come from Denton County with the majority living in the 75056 zip code. In addition, additional sites will be located throughout these counties as the needs are identified based on availability of services for at risk students.

Our second school campus will be located at 2315 Highway 720, Little Elm, Texas 75068. This campus will target students from the 75068 zip code that encompasses Little Elm and its surrounding area. The Little Elm campus, however, will accept students from schools located within the boundaries of Denton County, Dallas



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B. Statement of Impact

1. The sponsoring entity must send a copy of the form in Appendix IV, Statement of Impact, to the superintendents of all school districts that are likely to be affected by the establishment of the charter school, including those districts from which the charter school will accept transfers and draw students. A copy of the charter school application and a letter from the sponsoring entity must accompany the forms, requesting the superintendent of the affected district to submit the signed and completed form to the Texas Education Agency.

The Education Center will comply with all requirements related to Statements of Impact.

2. The Statement of Impact form was sent to all affected districts no later than the date the application was submitted to TEA. The Statement of Impact was sent to 10 school districts in Denton County, Collin County, and Dallas County.
3. The charter school application must include a list of the districts to which a Statement of Impact form was sent. Retain a copy of the return receipt from the post office and the date the form was sent and submit to the Division of Charter Schools upon completion.

A copy of the return receipt from the post office showing the date the form was sent was retained and will be submitted to the Division of Charter Schools upon request.

4. Applicant understands that the superintendent may complete the Statement of Impact form and submit it to the Texas Education Agency by the date of submission of the application to the State Board of Education. Upon receipt of each charter school application, Agency staff will determine whether all districts likely to be affected by the establishment of the proposed charter school received a Statement of Impact.

County, and/or Collin County. We expect that most students will come from the 75068 zip code and from Denton County.

2. Provide a list of all districts within the geographical area that may be affected by the charter school, including those districts from which the charter school will accept transfers.

Carrollton-Farmers Branch ISD  
P.O. Box 115186  
Carrollton, Texas 75011-5186

Celina ISD  
P.O. Box 188  
Celina, Texas 75009-0188

Frisco ISD  
P.O. Box 910  
Frisco, Texas 75034-0910

Plano ISD  
2700 W. 15<sup>th</sup>  
Plano, Texas 75075-5898

Prosper ISD  
P.O. Box 100  
Prosper, Texas 75078-0100

Denton ISD  
P.O. Box 2387  
Denton, Texas 76202-5309

Lewisville ISD  
P.O. Box 217  
Lewisville, Texas 75067-0217

Pilot Point ISD  
829 South Harrison Street  
Pilot Point, Texas 76258-9584

Aubrey ISD  
415 Tisdell Lane  
Aubrey, Texas 76227-9619

Little Elm ISD  
500 Lobo Lane  
Little Elm, Texas 75068-5220

VIII. Governance Structures and Processes (Scored by Review Committee)

The sponsoring entity Salvaging Teens at Risk, Inc. (STAR), located at 9146 Lonesome Dove, Little Elm, Texas 75068, is an organization exempt from taxation under the Internal Revenue Code of 1986 (26 U.S.C. Section 501(c)(3). Within this application, the sponsoring entity will be referred to as "STAR." The organization was chartered in Texas as a non-profit corporation on September 18, 1997 to serve young people who find themselves in at-risk situations that impede their ability to succeed in traditional educational settings. Although chartered in 1997, the corporation remained dormant until Summer 1999. At that time, STAR opened a small tutorial center in The Colony, Texas. Upon observing the need in the neighboring cities of The Colony and Little Elm, STAR decided to seek a charter to operate school campuses in those communities. Upon deciding to seek a charter, both Mrs. Farley and Dr. Ashmore, since they were family members of Dr. Nickie George Farley, voluntarily resigned from the Salvaging Teens' Board and a new Board representing the two communities has been established.

**The mission and vision of STAR is to implement a public charter school in partnership with parents and the community that offers a multicultural, safe and friendly environment in which students can successfully learn basic skills and core academic content, develop and demonstrate their special talents and gifts, and develop social competencies that demonstrate citizenship and character.**

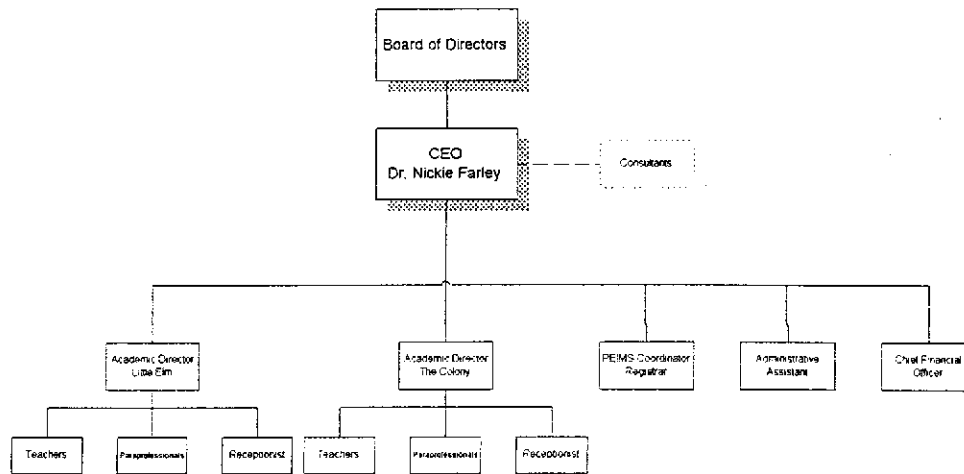
- A. What steps will be taken to maintain continuity between the founding coalition's vision and future governing Boards?

The following steps will be taken to maintain continuity between the founding coalition's vision and future governing Boards:

- The Board provides both a foundation in that 5 members will not be replaced, yet also provides for stakeholders from the school to be involved at the board level. Static members' positions are filled through well-defined screening tools that allow only those who are dedicated to that mission and vision to fill the vacancies. Two positions from each campus are elected and composed of school staff and parents.
- Continuous Board training will be conducted to insure that the Board understands its role to protect the vision and the mission as described in its charter.
- Board members who consistently fail to meet their duties or attempt to subvert the school's vision and mission will be expelled from the Board as described within the bylaws as well as the Board policies and procedures.

- B. Describe the roles and responsibilities of the Board(s). If the governance structure includes more than one Board, e.g., a school Board that is separate from the Board of the sponsoring entity, articulate the responsibilities assigned to each of the Boards. Bear in mind that the Board of the sponsoring entity is ultimately responsible for the school's compliance with the charter.

The governing Board of STAR and the Board of The Education Center are one and the same. This Board accepts responsibility for performing the following roles and duties with respect to Board service:



A VISIONARY ROLE that includes a duty to:

- promote the educational welfare of all students in communities served by the school and its campuses
- perform educational policy-making duties for the school and its campuses
- ensure creation and maintenance of a shared vision that promotes enhanced student achievement
- adopt a shared vision based on community beliefs to guide local education
- ensure that The Education Center organizational vision and mission support the state's mission, objectives, and goals for education established by law
- ensure that Salvaging Teens' vision and mission for its school and school campuses express the present and future needs of the students and the community
- demonstrate commitment to the Salvaging Teens' organizational vision and mission by using this vision and mission to guide all Board deliberations, decisions, and actions with respect to the school and its school campuses

A GUIDANCE AND DIRECTION role that includes a duty to:

- provide guidance and direction for accomplishing the Salvaging Teens' organizational vision and mission at The Education Center
- recognize and understand the respective roles of the legislature, the State Board of Education, the Texas Education Agency, and the local Boards in the governance of The Education Center

- fulfill the statutory duties of the local Board and uphold all laws, rules, ethical procedures, and court orders pertaining to the school with respect to employees of the school
- focus actions on policy making, planning, and evaluation
- adopt a planning and decision making process consistent with state statute that uses participation, information, research, and evaluation to help achieve the Salvaging Teens' organizational vision and mission for The Education Center
- ensure that the planning and decision making process implemented by STAR and/or The Education Center enables all segments of the community, parents, and professional staff to contribute meaningfully to achieving the organization's vision and mission
- develop and adopt policies that provide guidance for the proposed charter school and its campuses to accomplish the vision, mission, and goals established by Salvaging Teens
- adopt a budget that incorporates sound business and fiscal practices and provides resources to achieve the vision, mission, and goals established by STAR at its school and school campuses
- adopt goals, approve student performance objectives, and establish policies that provide a well-balanced curriculum resulting in improved student learning
- approve goals, policies, and programs that ensure a safe and disciplined environment conducive to learning
- oversee management of The Education Center by employing the Superintendent/CEO and evaluating the Superintendent/CEO's performance in providing education leadership, managing daily operations, and performing all duties assigned by law (Note: The Board shall, however, abstain from day-to-day management of the school and its campuses.)
- adopt policies and standards for hiring, assigning, appraising, and compensating personnel hired by The Education Center in compliance with state laws and rules
- **Take ultimate responsibility for The Education Center's compliance with its charter**

An ACCOUNTABILITY ROLE that includes a duty to:

- measure and communicate how well the Salvaging Teens' organizational vision and mission are being accomplished within The Education Center
- ensure progress toward achievement of organizational goals at The Education Center through a systematic, timely, and comprehensive review of reports prepared by or at the direction of the Superintendent/CEO
- monitor the effectiveness and efficiency of instructional programs by reviewing reports prepared by or at the direction of the Superintendent/CEO and directs the Superintendent/CEO to make modifications that promote maximum achievement for all students
- ensure that appropriate assessments are used to measure achievement of all students
- report school progress to parents and community in compliance with state laws and regulations

- review school policies for effective support of the Salvaging Teens' organizational vision, mission, and goals at its school and all school campuses
- review the efficiency and effectiveness of the school and its campuses respective of their operation and use of resources to support the Salvaging Teens' vision, mission, and goals
- evaluate the Superintendent/CEO's performance annually in compliance with state laws and regulations
- annually evaluate its own performance in fulfilling the Board's duties and responsibilities, and the Board's ability to work with the Superintendent/CEO as a team

An ADVOCACY ROLE that includes a duty to:

- generally promote the Salvaging Teens' organizational vision and mission within the community
- demonstrate the Board's commitment to the shared vision, mission, and goals by clearly communicating them to the Superintendent/CEO, the staff, and community
- ensure an effective two-way communication system between The Education Center and students, employees, media, and the communities served by The Education Center
- build partnerships with community, business, and governmental leaders to influence and expand educational opportunities and meet the needs of students
- support students by establishing partnerships between The Education Center, parents, business leaders, and other community members as an integral part of the school's educational program
- provide leadership in recognizing the achievements of students, staff, and others in education
- promote School Board service as a meaningful way make long-term contributions to the local community and society

An UNITY ROLE that includes a duty to:

- work with the Superintendent/CEO to help The Education Center implement the Salvaging Teens' organizational vision and mission
- develop skills in teamwork, problem solving, and decision making
- establish and follow local policies, procedures, and ethical standards governing the conduct and operations of the Board
- understand and adhere to laws and local policies regarding the Board's responsibility to set policy and the Superintendent/CEO's responsibility to manage school campuses and to direct all employees in matters concerning the school
- recognize the leadership role of the Board President and adhere to law and local policies regarding the duties and responsibilities of the Board President and other officers
- adopt and adhere to established policies and procedures for receiving and addressing ideas and concerns from students, employees, and the community

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- make decisions as a whole only at properly called meetings and recognize that individual members have no authority to take individual action in policy or administrative matters concerning The Education Center
- support decisions of the majority after honoring the right of individual members to express opposing viewpoints and vote their convictions

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

The Board of The Education Center will adopt policies pertaining to notifying parents of its students about their rights. The notice procedure will inform parents or eligible students that they have the right to:

- Inspect and review the student's education records
- Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights
- Consent to disclosures of personally identifiable information contained in the student's education records (except to the extent that the Act provides for exceptions)
- How to file a complaint concerning alleged failures by the school to comply with state or federal legal requirements for notifying parents and students of their rights

In addition to notices to parents about their rights, the school will provide notices regarding all procedures for exercising such rights including but not limited to:

- the procedure for exercising the right to inspect and review education records
- the procedure for requesting amendment of records.

Parents, and others standing in the role of parent, of minor students may inspect the student's records and request a correction if the records are inaccurate, misleading, or otherwise in violation of the student's privacy or other rights. If The Education Center refuses the request to amend the records, the person(s) making the request has the right to a hearing. If the records are not amended as a result of the hearing, the parent or other person making the request has 30 school days to exercise the right to place a statement commenting on the information in the student's record. Although improperly recorded grades may be challenged, parents and the students are not allowed to contest a student's grade in a course through this process. Parents or the student have the right to file a complaint with the Texas Education Agency if they believe that The Education Center is not in compliance with the law regarding student records.

The school and/or its school campuses will provide notices by any means that are reasonably likely to inform the parents or eligible students of their rights. For limited English proficient families, the school and its campuses will provide the notice in the home language.

Any person, including a parent, may attend the school's Board meetings. All or any part of an open meeting may be recorded by any person in attendance by means of



a tape recorder, video camera, or any other means of aural or visual reproduction. The Board may adopt reasonable rules to maintain order at a meeting, including rules related to the location of recording equipment and the manner in which the recording is conducted. These rules shall not prevent or unreasonably impair a person from exercising the right to record a meeting that is open to the public. *Gov't Code 551.023*

Due process procedures involving student expulsion or suspension are more fully described above in Section V(D)(2) describing Human Resource Information/ Code of Conduct.

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

The Education Center will seek to provide a "positive school" climate that enhances productivity, the attainment of goals, academic achievement, and social development for students and a calm and dignified place to work for teachers and administrators. As part of the "positive school" environment, school campuses operated by The Education Center will promote the harmonious interactions and interrelations of all people in a school. By emphasizing the union of faculty, staff, and students working toward common goals, the school will gain a more cohesive atmosphere. As part of the "positive school" environment, the school and its campuses will strive to be responsive to human needs. Procedures, rules, and regulations will serve the people in our schools – not the other way round.

With respect to the relationship between teachers and administrators, the Board, in conjunction with the school's Chief Executive Officer, will:

- Emphasize positive expectations for the success of both teachers and administrators
- State clear goals for teachers and administrators individually as well as team goals for teachers and administrators and ensure that progress toward reaching specified goals and objectives is fairly evaluated
- Help establish and maintain an orderly environment in which teachers and administrators work in calm and dignity
- Focus on the feelings and self-worth of all people
- Give frequent positive reinforcement, praise and recognition to administrators and teachers in order to show support and approval including words that show demonstrate support (I appreciate what you have done; That's good!; Good job!; I made a mistake! I'm sorry; I like that!, etc.)
- Promote teambuilding (the process of building an effective organization of people working together for a common purpose). Teamwork is two or more people pursuing a common goal. To have an effective team requires the total commitment of all team members. Each team member must put team goals ahead of individual desires. Ideally, the goals of the team will closely parallel those of the team members.
- Help teachers and administrator's utilize each member's strengths and tolerate each member's weaknesses. The Education Center will strive to help each member reach his/her potential by focusing on his/her strengths and reinforcing behavior through

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recognition and rewards. We believe that people who feel good about themselves produce good results.

- Promote the modeling of integrity, character, good habits, family life, lifestyle, community service among all faculty and staff

In the kind of school and school campuses we will strive to create, people will display the attributes of caring, trusting and respecting one another and demonstrate a sense of pride and ownership in a positive climate. Students will be more likely to experience success, and all social groups will communicate with one another, respect one another, and work with one another for school improvement

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

Success in education is highly dependent upon a strong partnership between home and school -- a partnership that thrives on good communication. The Education Center will encourage parents to develop partnerships with teachers, administrators, and the Board and to participate in decision making matters involving the proposed school and its campuses. Specifically, we will adopt and use strategies that encourage parents to:

- Place a high value and priority on education and commit to helping their child(ren) maximize educational opportunities offered by the proposed school.
- Familiarize themselves with the school's academic program and freely ask questions, seek further information, and/or express opinions to the Academic Director about any issues, including but not limited to academic placement and progress, class assignment, or non-academic activities offered by any school campus
- Attend Board meetings to learn more about school operations
- Learn about volunteer opportunities and perform volunteer service at the school, including participation in the Parent-Teacher Organization Volunteer Program and other campus programs, etc.
- Participate in campus parent organizations, including activities ranging from club memberships to campus and school committees that assist the school and its Board in formulating educational goals and objectives
- Meet with teachers or guidance counselors about their child's education at least once per school semester
- For parents speaking little or no English, to participate in Bilingual (Spanish/English) meetings with teachers and administrative staff to discuss matters that concern the parent or the student
- Participate as a volunteer for various school activities
- Become familiar with the school campus' annual calendar of events (this calendar will be provided to the parent or guardian of each student)
- Become familiar with the school's Code of Student Conduct – Staff at each school campus will provide parents with a copy of its Code of Student Conduct that describes consequences to students who violate school disciplinary policy. Parents/guardians will be requested to notify the school, within 10 days of receipt of the

Code publication, of objections they may have to the release of "directory information" on their child(ren). A Parent Acknowledgment form will be provided for signature and parents will be asked to return the form to the school by August 30 of each school year.

To further involve parents in the school's decision making process, the school and its campuses will make a good faith effort to develop and maintain policies that ensure involvement of parents in the school's decision making process. The Board will:

- Commit to a policy that identifies parents are true partners, developing learning programs for students along with the teacher, participating in the classroom on a more regular basis, making suggestions that are heeded by the professionals, and taking responsibility for creating an environment in the home that supports education and student learning.
- Identify, within the organization's mission statement, the importance of parents in achieving the school's vision, mission and goals (i.e., The school's mission statement in part reads: the school's mission is to provide, in partnership with parents and the community, a multicultural, safe and friendly environment in which students of all ethnic groups. Further, as part of the Board's stated role and duty in "guiding and directing" the school, the Board has pledged to ensure that the school's planning and decision making will enable all segments of the community, parents, and professional staff to contribute meaningfully to achieving the mission of The Education Center.
- Dedicate one school Board position to be filled from the parent or guardian group.
- Ensure that the Chief Executive Officer, in performing his duties with respect to parent and public involvement, will coordinate with and see that parents stay informed regarding student progress, maintain open lines of communication with parents, and encourage and facilitate parental involvement and the development of a community of learners.
- Based on the Board's role and duty to "unify" (i.e., the Board's "unity" role), the Board will develop skills in teamwork, problem solving, and decision making that includes parents.
- The Board will establish a Parent Advisory Committee to provide input needed to guide the decisions of The Education Center. This Committee will reflect the needs and concerns of the community served.
- The Board will report school progress to parents and community in compliance with state laws and regulations
- The Texas Education Code provides that parents and others standing in a parental relationship to students have and can exercise certain rights relating to the student's education. The Board will ensure that The Education Center adheres to and honors these parental rights.

IX. Vision of the School (1-2 pp) (Scored by Review Committee)

A. Describe the long-range vision of the school

The vision of STAR and its proposed schools, The Education Center, is to provide schools in Denton County and surrounding counties to serve all students in need of a safe and learner-centered educational environment.

**The mission and vision of STAR is to implement a public charter school in partnership with parents and the community that offers a multicultural, safe and friendly environment in which students can successfully learn basic skills and core academic content, develop and demonstrate their special talents and gifts, and develop social competencies that demonstrate citizenship and character.**

Within this vision, knowledge and literacy are encouraged through learning activities that are developmentally appropriate, individually paced, and personalized to each student's academic performance and interest. The school campuses operated by The Education Center will respect the cultural and learning differences of its students. These campuses will extend value beyond the classroom by making sure skills and concepts taught in the classroom are authentically useful in the world beyond school. As students develop problem-solving skills, they will be encouraged to live, study and strive to be effective and productive citizens in their communities.

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

The Education Center will adopt as its pedagogical model the learner-centered principles identified in *Learner-Centered Psychological Principles: A Framework for School Redesign and Reform*, as revised, Barbara L. McCombs and The American Psychological Association, November 1997. This framework includes the following factors and principles:

#### **Metacognitive and Cognitive Factors**

Principle 1: Learning is a natural process that is active, volitional and internally mediated; it is a goal-directed process of constructing meaning from information and experience, filtered through each individual's unique perceptions, thoughts and feelings.

Principle 2: The learner seeks to create internally consistent, meaningful and sensible representations of knowledge regardless of the quantity and quality of data available.

Principle 3: The learner organizes information in ways that associate and link new information with existing knowledge in memory in uniquely meaningful ways.

Principle 4: Higher order strategies for "thinking about thinking"--for overseeing and monitoring mental operations--facilitate creative and critical thinking and the development of expertise.

#### **Affective Factors**

Principle 5: The depth and breadth of information processed and what and how much is learned and remembered is influenced by a) self-awareness and beliefs about self and one's learning ability (personal control, competence and ability); b) clarity and

saliency of personal goals; c) personal expectations for success or failure; d) affect, emotion and general states of mind; and e) the resulting motivation to learn.

Principle 6: Individuals are naturally curious and enjoy learning in the absence of intense negative cognitions and emotions (e.g., insecurity, worrying about failure, being self-conscious or shy, fearing corporal punishment, verbal ridiculing or stigmatizing labels).

Principle 7: Curiosity, creativity and higher order thinking processes are stimulated by learning tasks of optimal difficulty, relevancy, authenticity, challenge and novelty for each student.

### **Developmental Factors**

Principle 8: Individuals proceed through orderly, identifiable progressions of physical, intellectual, emotional and social development that are a function of unique genetic and environmental factors.

### **Social Factors**

Principle 9: Learning is facilitated by social interactions and communication with others in a variety of flexible, diverse (cross-age, culture, family background, etc.) and adaptive instructional settings.

Principle 10: Learning and self-esteem are heightened when individuals are in respectful and caring relationships with others who see their potential, genuinely appreciate their unique talents, and unconditionally accept them as individuals.

### **Individual Differences**

Principle 11: Although basic principles of learning motivation and effective instruction apply to all groups of learners (regardless of ethnicity, race, gender, presence or absence of physical handicap[s], religion or socioeconomic status), learners differ in their preferences for learning mode and strategies, the pace at which they learn, and unique capabilities in particular areas. These differences are a function of both environment (what is learned and communicated in different cultures or other social groups) and heredity (what occurs naturally as a function of genes and resulting differential capabilities).

Principle 12: Beliefs and thoughts, resulting from prior learning and based on unique interpretations of external experiences and messages, become each individual's basis for constructing reality or interpreting life experiences.

## **X. Goals for the School (1-3 pp) (Scored by Review Committee)**

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

#### **1. Goals and Objectives:**

- a. What are the schools' academic goals for student learning for the first 5 years? NOTE: The goals must identify performance standards that meet or exceed the level of student performance required under the state accountability

system (i.e. TAAS; the school may also identify goals for pre/post testing, passing rates, courses passed, end-of-course exams, and other measures). TAAS goals should also be expressed in terms of TLI (Texas Learning Index) improvements.

The school's academic goals for student learning during the first 5 years are:

**Academic Goal #1: To create a school environment that leads to success in student learning as measured by TAAS testing**

**Academic Goal #1/Objective #1:** At each TAAS testing, student performance on the TAAS test will equal or surpass state standards

**How will progress be measured relative to this objective?** The school will measure progress on this objective by comparing overall TAAS of students at The Education Center and of students at The Education Center at Little Elm to overall state TAAS score standards.

**Timeline for reporting progress on this objective** - Annual Report.

**Academic Goal #1/Objective #2:** Each grade level will show a 10% gain in TAAS reading scores compared to prior grade level performance

**How will progress be measured relative to this objective?** - Achievement of this objective will be measured by comparing each grade cohort's TAAS reading scores from one year to the next and determine if the TLI has improved as a result of the educational setting.

**Timeline for reporting progress on this objective** - Reporting on this objective will be annually after TAAS scoring is completed.

**Academic Goal #1/Objective #3:** Each grade level will show a 10% gain in TAAS writing scores compared to prior grade level performance

**How will progress be measured relative to this objective?** - Achievement of this objective will be measured by comparing each grade cohort's TAAS writing scores from one year to the next determine if the TLI has improved as a result of the educational setting.

**Timeline for reporting progress on this objective** - Reporting on this objective will be annually after TAAS scoring is completed.

**Academic Goal #1/Objective #4:** Each grade level will show a 10% gain in TAAS math scores compared to the prior grade level

**How will progress be measured relative to this objective?** - Achievement of this objective will be measured by comparing each grade cohort's TAAS math scores from one year to the next determine if the TLI has improved as a result of the educational setting.

**Timeline for reporting progress on this objective** - Reporting on this objective will be annually after TAAS scoring is completed.

**Academic Goal #1/Objective #5:** By the end of Year 5, the school's TAAS Passing Rate (for combined campuses) will be at least 80%, putting the district in at least the state's "recognized" category on the TASS Passing Rate

**How will progress be measured relative to this objective?** - Achievement of this objective will be measured by the district's overall achievement on TAAS testing

**Timeline for reporting progress on this objective** – TAAS Passing Rates for each school and each school district in the state will be announced by TEA annually via the Academic Excellence Indicator System (AEIS).

**Academic Goal #2: To produce high rates of student attendance and retention and low rates of expulsion and suspension**

**Academic Goal #2/Objective #1:** To produce at least a 94% student attendance rate each year (for combined campuses)

**How will progress be measured relative to this objective?** The school will maintain student attendance accounting records in accordance with state requirements.

**Timeline for reporting progress on this objective** – Annual Report

**Academic Goal #2/Objective #2:** To ensure that no student drops out of attendance during the year (students transferring to another school are not considered to have "dropped out") with fewer dropouts reported as those in Alternative Schools.

**How will progress be measured relative to this objective?** The school will maintain confidential records of students who drop out of school.

**Timeline for reporting progress on this objective** – PEIMS and AEIS Annually

**Academic Goal #2/Objective #3:** To ensure student expulsion rates no higher than 1% of student enrollment during each year (for combined campuses)

**How will progress be measured relative to this objective?** The school will maintain a full record related to each student expulsion, including services to support expelled students and a record of all notifications given, due process procedures applied, and appeals of the process.

**Timeline for reporting progress on this objective** - School records of expelled students will be maintained on an on-going basis. All confidentiality requirements will be adhered to in reporting progress on this objective. Information will be reported to PEIMS during the summer submission.

**Academic Goal #3: To show improvement in TAAS reading and mathematics testing on the Texas Learning Index**

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**Academic Goal #3/Objective #1** – To improve individual TLI scores to the minimum state standard or above

**How will progress be measured relative to this objective?** – Student TLI scores will be individually compared over the 5 year period to determine gains made on TAAS tests in reading and math.

**Timeline for reporting progress on this objective** – Individual achievement will be tracked annually through the development of a matrix that will follow the student each year to his/her classroom over a five (5)-year period to determine gains made on TAAS tests in reading and math.

**Academic Goal #3/Objective #2** – To improve group TLI scores to the minimum state standard or above

**How will progress be measured relative to this objective?** Student TLI scores will be individually compared over the five (5)-year period to determine gains made on TAAS tests in reading and math.

**Timeline for reporting progress on this objective** – Individual achievement will be tracked annually through the development of a matrix that will follow the student each year to his/her classroom over a five (5)-year period to determine gains made on TAAS tests in reading and math.

**Academic Goal #3/Objective #3** – To compare TLI and Standardized test scores with performance to determine academic progress

**How will progress be measured relative to this objective?** Progress will be measured through a matrix maintained on each individual student reporting scores and grades to determine academic growth and or needs.

**Timeline for reporting progress on this objective.** Aggregate data will be reported annually in the Annual Charter School Evaluation Report.

Disaggregated data will be utilized to by teachers to report growth and improvement to parents. Progress will be charted annually in order to develop future educational plans.

- b. Describe any non-academic goals for student performance

**Non-Academic Goal #1:** To ensure that students and their parents and guardians participate in school activities that expand educational opportunities and meet the needs of students

**Non-Academic Goal #1/Objective #1:** Each student in the school (for all campuses) will participate in at least one extracurricular activity (“extracurricular activity” as defined within this application) during each semester

**How will progress be measured relative to this objective?** The school will maintain a record of each student’s participation in extracurricular activities.

**Timeline for reporting progress on this objective** – Ongoing records; reports each semester

00061



**Non-Academic Goal #1/Objective #2:** 60% of parents and guardians (for combined campuses) will participate in at least one act of volunteer service with the school during each semester

**How will progress be measured relative to this objective?** The school will maintain a record of each parent or guardian's participation in a volunteer activity.

**Timeline for reporting progress on this objective** – Ongoing records; reports each school semester

**Non-Academic Goal #1/Objective #3.** At least three community residents who are not a parent or guardian will participate in at least one school activity at each campus on a volunteer basis during each semester

**How will progress be measured relative to this objective?** - The school campus will maintain a record of participation in a volunteer activity by persons in the community who are not a parent or guardian.

**Timeline for reporting progress on this objective** – Ongoing records; reports each school semester.

**Non-Academic Goal #2 – To achieve a high level of institutional accountability (in addition to academic accountability goals set forth above)**

**Non-Academic Goal #2/Performance Objective #1:** To provide 100% of required financial accountability reporting to appropriate agencies on time.

**How will progress be measured relative to this objective?** The school's Chief Financial Officer will identify any non-compliance or failure to meet this objective and report same to its Board of Directors.

**Timeline for reporting progress on this objective** - Reporting to the Board of Directors quarterly P & L Statements and the Annual Audit

**Non-Academic Goal #2/Performance Objective #2:**

The school will utilize and support a "zero balanced budget."

**How will progress be measured relative to this objective?** The Annual audit will reveal balancing techniques that award funding to successful academic programs with a balanced budget.

**Timeline for reporting progress on this objective-** Annual Charter School Evaluation Report

**Non-Academic Goal #2/Performance Objective #3:**

The school will implement a campus improvement team to meet federal mandates regarding success of special programs and address issues that will improve the quality of the educational services.

**How will progress be measured relative to this objective?** Progress will be measured through a completed campus improvement plan at each campus and the implementation of that plan.

**Timeline for reporting progress on this objective-** Annual Charter School Evaluation Report

00065

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

For clarity and improved readability, measurable performance objectives for each goal listed above are shown directly beneath the goal statement.

3. Clearly state how progress will be measured relative to each of these objectives.

For clarity and improved readability, the manner in which progress will be measured relative to each objective is described directly beneath the statements of goals and objectives in the preceding section.

4. Clearly state the timeline or method by which this progress will be reported

For clarity and improved readability, the manner in which progress will be measured relative to each objective is described directly beneath the statements of goals and objectives in the preceding section.

B. School Goals (Scored by Review Committee)

1. What are the goals of the school as an entity? (growth, facilities development, etc.)

The Education Center will adopt the following institutional goals for their school as an entity:

**Institutional Goal #1 – To ensure that major constituents other than students (school personnel, parents and guardians, and community partners) are satisfied with the school's overall service delivery to its students (based on measures such as grades, attendance, participation in enriched learning activities, and decreased disciplinary actions, etc.)**

**Institutional Goal #1/Objective #1**: By end of Year 5, 85% of school personnel (teachers and faculty) at each school campus will rate the school campus' overall service delivery to students (service delivery includes things such as grades, attendance, participation in enriched learning activities, and decreased disciplinary actions, etc.) as satisfactory

**How will progress be measured relative to this objective?** Each school campus will conduct a survey of teachers and administrators each semester to determine the extent to which these personnel are satisfied with the school campus' overall service delivery to students

**Timeline for reporting progress on this objective** – Surveys will be conducted annually and results reported in the annual report.

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**Institutional Goal #1/objective #2:** By end of Year 1 and continuing each year thereafter, 90% of parents and guardians will rate each school campus' overall service delivery as beneficial to students (based on measures such as grades, attendance, participation in enriched learning activities, and decreased disciplinary actions, etc.) as satisfactory

**How will progress be measured relative to this objective?** Each school campus will conduct a survey of parents and guardians each semester to determine the extent to which parents and guardians are satisfied with each school campus' overall service delivery to students

**Timeline for reporting progress on this objective** – Surveys will be conducted annually and results reported in the annual report.

**To prepare the child for Institutional Goal #1/Objective #3:** By end of Year 5, 90% of community partners will rate each school campus' overall service delivery as beneficial to students (based on measures such as grades, attendance, participation in enriched learning activities, and decreased disciplinary actions, etc.)

**How will progress be measured relative to this objective?**

Each school campus will conduct a survey of its community partners to determine the extent to which these partners are satisfied with the school campus' overall service delivery to students

**Timeline for reporting progress on this objective** – Surveys will be conducted annually and results reported in the annual report.

**Institutional Goal #2 - To support students by establishing partnerships with other local education agencies (LEAs), businesses or business leaders, governmental agencies or leaders, and other community members capable of influencing or expanding educational opportunities and meeting needs of students**

**Institutional Goal #2/Performance Objective #1:** During each school year, to create at least one new partnership with a business or business leader, or governmental agency or governmental leader, that is capable of influencing or expanding educational opportunities and meeting needs of students

**How will progress be measured relative to this objective?** Each school campus will maintain regular records of all partnerships, both new and continuing, with business or business leader, or governmental agencies or governmental leaders, including a description of how such relationship influences or expands educational opportunities and meets the needs of students at its campus.

**Timeline for reporting progress on this objective** – The Chief Executive Officer will furnish the school's Board an annual report listing all school partnerships with community leaders, business or business leaders, or governmental agencies or government leaders and the nature of the partnership relationship.

**Institutional Goal #2/Performance Objective #2:** During each school year, to create at least one new partnership, or to maintain an existing partnership, with another public or private school in the area that will expand educational opportunities and meet needs of students enrolled at each school campus

**How will progress be measured relative to this objective?** The school will maintain regular records of all partnerships, both new and continuing, with public or private schools, including a description of how such relationship influences or expands educational opportunities and meets the needs of students at each school campus.

**Timeline for reporting progress on this objective** – The Chief Executive Officer will furnish to the Board an annual report listing all new and continuing partnerships with LEA's and describing the nature of the partnership with such schools.

**Institutional Goal #2/Performance Objective #3:** During each school year, to create at least one new partnership with a community leader (who is not a business or business leader or governmental agency or governmental leader) that is capable of influencing or expanding educational opportunities and meeting needs of students enrolled at each school campus

**How will progress be measured relative to this objective?** Each school campus will maintain regular records of all partnerships with community leaders, both new and continuing, including a description of how such relationship influences or expands educational opportunities and meets the needs of students at each school campus.

**Timeline for reporting progress on this objective** – The Chief Executive Officer will furnish the school's Board an annual report listing all school partnerships with community leaders (who are not a business or business leader or governmental agency or governmental leader) and the nature of the partnership relationship.

**Institutional Goal #3** – To ensure that the school reflects the communities it serves

**Institutional Goal #3/Objective #1:** By the end of Year 1 and continuing thereafter, the composition of each school campus' student body will reflect that of the communities served by the school campus

**How will progress be measured relative to this objective?** Each school campus will maintain regular personnel records that provide an aggregated description of the school campus' student body. These aggregated descriptions will be compared on an annual basis to demographic profiles of the communities served by the school campus.

**Timeline for reporting progress on this objective** – By the end of Year 1 and continuing each year thereafter, the school's Chief Executive Officer will provide an annual report of progress on this objective to the school's Board.

**Institutional Goal #3/Objective #2:** By the end of Year 1 and continuing thereafter, the composition of the faculty and staff at each school campus will reflect that of the communities served

**How will progress be measured relative to this objective?** Each school campus will maintain personnel records that provide an aggregated description of the school campus' faculty and staff. These aggregated descriptions will be compared on an annual basis to demographic profiles of the communities served by the school campus.

**Timeline for reporting progress on this objective** – By the end of Year 1 and continuing each year thereafter, the school's Chief Executive Officer will provide an annual report of progress on this objective to the school's Board.

**Institutional Goal #3/Objective #3 -** By the end of Year 1 and continuing thereafter, the composition of school committees (such as advisory committees) will reflect that of the communities served by each school campus

**How will progress be measured relative to this objective?** Each school campus will compare, on an ongoing basis, the ethnic, racial and gender composition of various committees serving a school campus to the demographic profile of people in the communities served.

**Timeline for reporting progress on this objective** – By the end of Year 1 and continuing thereafter, the school's Chief Executive Officer will provide an annual report of progress on this objective to the school's Board.

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

For clarity and improved readability, the manner in which progress will be measured relative to each objective is described directly beneath the statements of goals and objectives in the preceding section.

C. Community Outreach and Marketing Plan (Scored by Review Committee)

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

Advertisements will be placed in magazines targeting families in the proposed service areas. Announcements and bulletins will be placed in churches located in the proposed service areas. Funds have been allocated in the budget to provide multi-level and multi-media marketing designed to attract a diverse student population. A marketing plan to canvas the geographical area will be developed by the staff which includes door-to-door delivery of materials in both English and Spanish and the use of free advertising newspapers that are delivered weekly in area neighborhoods.

2. What type of outreach will be made to potential students and their families? (recruiting specific students or groups of students is prohibited)

Consistent with the mission statement and principles set forth in this application, the school and/or its school campuses will each recruit and enroll a student population that is diverse by gender, race/ethnicity, and socioeconomic status and that reflects the community it serves. The school's outreach will not discriminate on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, or need for special education services. Rather, outreach will be conducted on a fair and equitable basis.

XI. General Description of School (2 pages) (Scored by Review Committee)

Statement of Need:

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

Rapidly increasing numbers and percentages of students who live in Southern Denton County and who are "at-risk" of educational failure create a need for this type of school in Denton County. Although Denton county has historically been a racially homogeneous area with a predominate white, Non-Hispanic population, recent in-migrations of both minority families and lower income families – especially to the Little Elm area – are changing the historic profile of Denton County. The southern sector of Denton County is one of the fastest-growing areas in the United States.

As more economically disadvantaged students come to live in the area, demand has grown for educational programs specially designed to serve youth who are in "at-risk" situations. This need is underscored by the fact that the nearest alternative education program (non-adjudicated) is an hour's commute from Little Elm and a 20-25 minute commute from The Colony. The need is emphasized by the fact that the area lacks a public transportation system. Without public transportation, high school students are restricted in being able to take advantage of non-public educational offerings in other areas of the metroplex. The need for specialized educational services of the type The Education Center will offer is still further underscored by the following quotes taken from letters supporting development of our school.

"Many of the juvenile offenders I see in my court are truant from school, or are 'at risk' in some other way." Statement of Judge Deborah B. Hollifield, Justice of the Peace, Denton County Precinct Two (8/11/2000)

"We serve almost 200 young women every month, providing either free pregnancy tests or practical assistance. About half the girls... are 19 years old or younger and are school aged young women. ... (There are) factors in their lives

that put them at risk for pregnancy...and for not completing their education.”  
Statement of Judy Lance, Executive Director, Advocacy & Pregnancy Center,  
Lewisville, Texas (8/17/2000)

“Mass transit is not available to our students to transport them to non-public educational facilities located in the immediate... area. Therefore, there is a ...need in our city for as many educational opportunities as possible.” Statement of Mary Blair Watts, Former Mayor of The Colony (8/15/2000)

Members of the Founding identified other salient citizen characteristics and community features that our proposed school locations can address. These include:

- Changing population demographics (see especially the school data for Little Elm ISD presented above) suggest that a growing percentage of students in the targeted areas are economically disadvantaged. The implication is that poverty is sometimes (although not always) a factor related to lower educational attainment. Parents who are lower income typically have lower educational attainment themselves. Having themselves failed to succeed in education, low income parents are often uncomfortable participating in traditional educational settings. Therefore, low-income families will benefit, not only by having individualized learning for their students, but from personal efforts to specially welcome parents as participating partners in our school's efforts.
- Parents desire safe and nurturing schools located in, or easily accessible to, their own community
- Parents and the community want to see educational outcomes and will support a school that promotes literacy and demonstrates results.

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

The charter school model is the appropriate vehicle to address this need because this type school can offer a “positive school climate” that will focus strongly on serving and empowering educationally-disadvantaged students and students who are in at risk situations and their families. Schools of the charter school type provide the kind of supportive environment that can transform efforts to improve education.

The “positive school climate” provides personalized, comprehensive and compassionate services based on traditional values. This climate, or atmosphere, results from the interactions and interrelations of people in the school. It consists of the elements of the school and the character of the people in the school which, when combined, create an atmosphere conducive to learning. Schools with positive climates are more cohesive places where there is a union of faculty, staff, and students working toward common goals. Such schools are responsive to human needs. Procedures, rules, and regulations serve the people in these schools – not the other way around. Given these special attributes, charter schools can:

- Help students increase productivity, the attainment of goals, academic achievement, and social development.

- Provide a stimulating, challenging, productive environment to enhance the academic, social, emotional, and physical development and all students
- Provide a pleasant place for students to live and learn and for people to work
- Help students, and others associated with the school, display the attributes of caring, trusting and respecting one another
- Help students and school personnel demonstrate a sense of pride and ownership in the school
- Increase the likelihood that students will experience educational success
- Help diverse social groups communicate with one another, respect one another, and work with one another for school improvement

Charter schools can also:

- Help raise academic expectations of both students and parents by focusing on developmentally appropriate, rigorous academic content
- Ensure that students don't get behind and stay behind academically by offering individual education plans (IEPs)
- Help remove the aspect of student "anonymity" associated with large school campuses by offering "small school" environments, leading to increased self-esteem among students

## XII. Educational Plan (Scored by Review Committee)

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

The Education Center's pedagogical model is based on 12 learner-centered principles (see p. 58 above for description of our model) that relate to cognitive factors, social factors and individual differences in learning. Recent advances in the understanding of thinking, memory, and cognitive and motivational processes have generated new perceptions of teaching, learning and of the whole enterprise known as "school." Learner-centered education models have begun to evolve as a result of this new knowledge. Concurrent with these developments, those concerned with growing school dropout rates, low academic achievement, and other indicators of school failure have argued for more learner-centered models of schooling. The learner-centered model we have selected attends to the diversity among students. By attending to the diverse needs of students, we believe we can help enrich individual learning and, thereby, reduce the risk of students dropping out of K-12 education.

First, our educational program emphasizes the idea that successful learners are active, goal-directed, self-regulating, and will assume personal responsibility for contributing to their own learning. The curriculum we have selected provides a self-instructional learning tool in a continuous, progressive, scope and sequence with out seam, from learning to read through to high school graduation. (GIVE NAME OF CURRICULUM AND SAY WHY THIS CURRICULUM IS ACCEPTABLE). Teaching staff will help each child must set reasonable goals, which can be achieved in a prescribed period of time.

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We believe that the goal of learning should be the development of an adult that is goal-oriented and able to prioritize life demands so as to cover the important and crucial matters first and in a timely manner. The ultimate success of our program will be realized in years to come.

A second principle of our educational program is that successful learners can link new information with existing knowledge in meaningful ways. Learning must be built in a stair step progress with the learner adding today's lessons on to yesterday's lessons so that knowledge is multiplied and relevant. Student's daily lessons must cross the subject lines in a cooperative way so that all learning works together to build a better student and an organized educational program.

We believe that successful learners can create and use a repertoire of thinking and reasoning strategically to achieve complex learning goals. Our educational model provides for personalized learning based on the use of PAK self-paced learning modules and is results oriented. Personalized learning focuses on learning and learning outcomes -- instead of simply the act of teaching. (Describe here how they will use strategies to help them reach learning and performance goals. How they will apply this knowledge in novel situations. Describe guided instruction and feedback from teachers. How will teachers help learners develop, apply and assess their strategic learning skills?)

We believe that learning is also influenced by environmental factors, including culture, technology, and instructional practices. We will provide a "positive classroom environment" that is nurturing and that will positively impact students. As part of the "positive school" environment, the school and its campuses will strive to be responsive to human needs. Procedures, rules, and regulations will serve the people in our schools -- not the other way round. A "positive school" climate will enhance productivity, the attainment of goals, academic achievement, and social development for students and provide a calm and dignified place to work for teachers and administrators. As part of the "positive school" environment, school campuses operated by The Education Center will promote the harmonious interactions and interrelations of all people in a school. By emphasizing the union of faculty, staff, and students working toward common goals, the school will gain a more cohesive atmosphere. Aspects of our "positive school" environment as discussed throughout this narrative.

Our educational methods will support motivation through positive reinforcement and realized relevance of learning. A child who is treated with respect as a person and who finds himself able to perform successfully on his lessons soon feels good about himself and those who are around him. These two things in themselves brings about a very productive student. Our lessons build on one another so that there is a continual growth in the learning process. All our courses will cross subject lines so that math will be used in English and writing will be used in math, etc. Even our technology courses will coordinate with the other courses so that continual interaction and relevance is realized.

00073

Second, in addition to cognitive factors, our educational program emphasizes motivational and affective factors. It addresses how motivation and emotions influence learning and how the learner's creativity, higher order thinking, and natural curiosity all contribute to motivation to learn. Finally, it considers the impact of learner motivation on efforts that students will exert in order to learn. For example, The Education Center will have a system of motivational rewards for student academic achievement. Privileges will be earned by maintaining academic progress. The greater the achievement, the more privileges may be earned. Privileges include, but are not limited to, free activity time, music and personal reading materials, games, and field trips.

The Education Center will use a self-paced curriculum designed to cause students to dig out the answers by providing examples for simplified exercises, but requiring students to reason out more difficult exercises and by providing curricula relevant to today's lifestyles, needs, and interests.

The Education Center will encourage students to learn by commending successful completion of units of work; by public recognizing student achievement through newspapers, joint opening exercises, and newsletters. Teachers will also provide an atmosphere that makes the student comfortable with asking for help. Units of study are divided into bite-size portions that encourage even the slow learner to feel that it can be done.

Third, our educational model considers the developmental and social factors faced by students who will be students in our school. To insure that the learning level of each child is properly diagnosed, The Education Center will administer a series of pretests and diagnostic tests including a math test, a language arts test, and the Diagnostic Screening Test for reading and spelling. To insure that all identified learning gaps are satisfactorily alleviated prior to a child moving to the next level, the Academic Director will "prescribe" learning gap PAKs in English, math, science, or social studies. For reading remediation, the Director may prescribe Videophonics or Videophonics in conjunction with the computer-based Pathways Development Series reading course to build reading speed and comprehension. PAKs are numbered, not by grade, but in sequence for grading purposes and measuring progress. When a child completes a PAK he or she takes the self test or chapter review and must score 80% or above to advance to the next PAK. For each PAK a child passes, he or she receives a star for their Progress Card and a congratulatory note to parents. Teacher, teacher aides, and paraprofessionals will be constantly available to help students as they perform their learning activities. By giving large responsibility to students to design and complete their own learning goals, our educational program, including the use of PAKs, will help students build mastery in sequence, reduce the possibilities of splinter skills, and develop self-confidence needed for the next level of material.

Students will be assigned to their own private "offices" to work on prescribed learning activities. "Offices" are learning stations measuring 32 inches by 2 feet deep with divider on either side. Students are encouraged to decorate their offices with appropriate materials used to promote successful attitudes and learning.

Finally our educational model addresses the individual differences in how students learn. Educators and staff in our school will help students examine their learning preferences and expand or modify these as needed. Through individualized learning, students will receive individual attention and learn through their learning preferences. The model is designed promotes success through self-paced, self-directed learning thus meeting the needs of both the stronger students and those with special needs. Our model addresses rapid social and demographic change now occurring in the areas The Education Center wishes to serve. Population growth is soaring. More low-income families are moving into the area, creating "pockets of poverty" which have not historically existed in Denton County. Among more affluent families moving into the area, many are two-paycheck families with limited time to spend with their students and to participate in school activities. The student population at local schools is becoming increasingly diverse – economically, socially, academically, and racially and culturally. By offering a learner-centered educational model that features a "personalized" learning plan for each student, The Education Center can meet the disparate individual needs of students in ways that are difficult, or impossible, for traditional educational institutions to accomplish.

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

#### Curriculum and Instruction

Goals, objectives, and content in all subject areas and grade levels under the TEKS curriculum have been established by TEA and codified in the Texas Administrative Code, Title 19 (19 TAC), Chapters 110-128. These goals, objectives, and definitions of content areas are intended to promote skill development and raise standards of student achievement. The Education Center and its school campuses will embrace all the state's goals and objectives related to curriculum. Educational programs will mirror and support the state's aims through:

- selecting textbooks and other instructional materials that are aligned to the TEKS curriculum
- maintaining updated information provided by TEA related to the TEKS curriculum requirements
- requiring curriculum for each content area and grade level including grades 6-12, that is consistent with the state's TEKS curriculum
- ensuring rigor in the school's curriculum
- articulating to parents, students and others in the community what students should know and be able to do at each grade level
- ensuring that knowledge and skills meet the learning needs of all students
- providing professional development to teachers and others related to the state's TEKS curriculum (from resources provided by the regional ESC, the Texas Center for Reading and Language Arts, and other appropriate sources)
- ensuring student assessment measures that are aligned with the TEKS

00075

Initially, the proposed charter school campuses will limit programming to day school students. At the Board's election, however, it may choose to add before-school and/or after-school programming and services at individual school campuses if and when demand for these services is evident at a particular campus. If we elect to offer before- and/or after-school programming at any campus, we will design these programs to enrich the educational offerings of the day school campuses. Day school students will experience situations that are both structured and student driven. The school will be open from 8:30 a.m. to 3:00 p.m. The school will offer the following educational settings:

- placement in appropriate learning groups based on assessment
- individualized instruction
- developmentally appropriate practices
- parent and community education
- technology

The Education Center will join the Region 11 ESC consortium for Titles II, IV, and VI upon Board approval and will participate in the EdNet 11 Network for Internet Access for the first year.

School Population –The Education Centers will serve Grades 6 through 12 during the first year. The school estimates that approximately 100-150 students will enroll the first year growing to a building capacity of 200-250 by the year 2001. Students with special needs or those identified as in at risk situation, including Limited English Proficiency, will receive equal consideration for enrollment. The proposed new charter school will not discriminate because of disability, race, creed, color, gender, national origin, religion, ancestry, or need for special education services.

All students will learn together. Special needs students and limited English proficiency students will learn along with peers and will not be segregated to learn a second curriculum. It is anticipated that approximately 15-20% of the students will have limited English proficiency and approximately 40-50% will be identified as low socioeconomic families. The school may apply for Title I funding to support any before and after school programs that may be offered by the school.

The charter school pledges that its program will meet or exceed the required minimum curriculum as provided by Section 28.002, Texas Education Code.

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

The above description (see earlier discussion of curriculum and instruction) addresses how Texas Essential Knowledge and Skills (TEKS) will be incorporated into the curriculum. It also addresses goals, objectives, and content in all subject areas and grade levels.

3. The description must include state graduation requirements.

At the time of filing our Application, the State of Texas requires that all credits for graduation must be earned not later than Grade 12. A student must complete at least 22 credits to receive a minimum high school program diploma. To receive a high school diploma, a student must complete the requirements of the minimum high school program, as specified by statutory law; the recommended high school program; or the distinguished achievement program (Distinguished Achievement Program --Advanced High School Program); as well as the testing requirements for graduation.

At the time of filing our Application, students who enter 9<sup>th</sup> grade or grades higher than 9<sup>th</sup> during School Year 2000-2001 must demonstrate proficiency in the following to qualify for graduation:

- English language arts - four credits.
- Mathematics - three credits to include Algebra I.
- Science - two credits to include one from Biology, Chemistry, or Physics.
- Social studies - two and one-half credits. The credits must consist of World History Studies (one credit) or World Geography Studies (one credit), United States History Studies Since Reconstruction (one credit), and United States Government (one-half credit).
- Academic elective - one credit. The credit must be selected from World History Studies, World Geography Studies, or any science course approved by the State Board of Education (SBOE).
- Economics with emphasis on the free enterprise system and its benefits - one-half credit.
- Physical education - one and one-half credits to include one-half credit in Foundations of Personal Fitness.

On July 7, 2000, The State Board of Education approved more rigorous high school graduation requirements. Beginning in Fall 2000, students entering eighth grade and all grade cohorts following must meet these new graduation requirements. The new minimum high school graduation requirements are shown below. Changes are shown in bold face type. The Education Center will observe the new requirements for applicable grade cohorts.

**New Minimum High School Program (22 credits)**

- English language arts (four credits) English I, II, III and IV; options for Speakers of Other Languages; a fourth credit may be satisfied by Research/Technical Writing, Creative/Imaginative Writing, Practical Writing Skills, Literary Genres, Business Communication, Journalism or concurrent enrollment in a college English course.
- Mathematics (three credits), including Algebra I, **Geometry** and one additional math course.
- Science (two credits) Biology and **Integrated Physics and Chemistry**.
- Social Studies (two and one-half credits) World History Studies, World Geography Studies, U.S. History Studies Since Reconstruction, U.S. Government.

- Economics with emphasis on the free enterprise system and its benefits (one-half credit).
- Academic elective (one credit).
- Physical education (one and one-half credits).
- Health education (one-half credit).
- Speech (one-half credit) **Communication Applications.**
- Technology applications (one credit).
- Elective courses (five and one-half credits) **SBOE-approved courses for grades 9-12, relating to the Texas Essential Knowledge and Skills (TEKS), state-approved innovative courses, JROTC for one to four credits, driver education for one-half credit.**

The changes made in the graduation plans will ensure that every student has received instruction in the areas that state law requires be covered in the upcoming 11th-grade exit-level test. Beginning in the 2002-2003 school year, the exit-level test will be administered in the 11th grade instead of the 10th grade and will assess a broader range and depth of subjects.

In addition to the above changes in graduation requirements, the SBOE now mandates that students pass the 11th grade exit-level test, along with their courses, to receive a high school diploma. If students don't pass one or more parts of the test the first time, they can take that part again whenever it is given.

School districts can choose to implement the changes for classes graduating before 2005, but they must implement them by the time the Class of 2005 enters high school. The governing Board of The Education Center will determine whether to implement changes earlier than required. In any event, the Board of The Education Center will assure compliance by the dates such changes are required.

The Education Center will comply with all statutory and/or regulatory authority with respect to determining that an individual student has satisfied the requirements for graduation. Such compliance includes but is not limited to Subchapter B issued under the Texas Education Code, §§7.102, 28.002, 28.023, 28.025, 28.054, and 38.003, or as these code sections may be amended in the future. The Education Center expects to have its first graduating class in Spring, 2002. As required by law, the school will begin notifying students of graduation requirements when students reach the 7th grade (see Texas Education Code (TEC), Chapter 39, Subchapter B). Since we expect to serve Grade 7 students beginning in Year 1 of our charter, we will begin notification of graduation requirements during Year 1 and continue such notification for the remaining years of our charter.

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

Teaching that is learner-centered and provides one-on-one guidance for students will be utilized by the school. In this self-paced, self-directed environment, students may

work at their own pace and experience success when taught through their strengths rather than their weaknesses. Students will work independently and request help as needed. This "just-in-time" delivery of education services allows for individual attention when the student needs it. Varied formats of individualized learning, small groups, and large groups will be utilized so that all individual preferences will be addressed. This delivery model has been used successfully with at risk students placed in alternative settings in the public schools and in other charter schools serving at risk populations.

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

Professional Development - Educator staff members will be required to attend weekly professional development activities during the first year. Staff will evaluate sessions for effectiveness and transportability. Development activities will be designed to meet the needs of the staff as curriculum is developed and as additional skills are needed to serve the students enrolled at the new school campuses. Program evaluation results will provide the basis for designing professional development activities for succeeding years. The budget provides for contractual resources and supplies for staff development. The proposed new school will encourage staff members at each of its campuses to make recommendations for future development activities. Consultants will provide initial activities in the following areas:

- Character development/encouraging at risk youth
- learning styles/instructional strategies
- technology and the integration into curriculum and instruction
- conflict resolution/anger management
- conferencing with parents
- content specific training
- curriculum development
- utilizing assessment data to determine strengths and weaknesses for prescription purposes

Professional development on TEKS-based foundation and enrichment curricula will be provided to teachers by Region 11 Education Service Center and other appropriate contractors. The ESC provides workshops, consultation, and materials, and can answer questions through the cooperatives that will be joined for Titles II, IV, and VI.

- D. Admissions Policy

1. Describe the admissions methods/process you will follow. NOTE: The charter school admission policy must prohibit discrimination in any manner 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, although the charter may provide for the exclusion of a student who has a documented

history of criminal offense, a juvenile court adjudication or discipline problems under Subchapter A, Chapter 37.

The admission policy at The Education Center will prohibit discrimination in any manner on the basis of sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the child would otherwise attend. The schools, however, will provide for the exclusion of a student who has a documented history of criminal offense, juvenile court adjudication or discipline problems under Subchapter A, Chapter 37.

As specified in The Education Center's Handbook of Policies and Procedures (to be developed), students seeking admission are required to complete the following steps in order to enroll:

Registration and Enrollment procedures – (Note: Enrollment means actually receiving instruction by attendance in a public school, as opposed to being registered prior to receiving instruction.) Parents and students intending to enroll in a school campus will be required to attend a registration or pre-enrollment conference in which student behavior codes (including uniforms), vision statements, and curriculum and instruction will be addressed. This conference will be conducted by the CEO or Lead Teacher and is intended to be an informative session that will invite questions and address parental fears and/or concerns. After the school has reached capacity, a waiting list will be compiled and utilized until federal startup funds are granted. A lottery system will then be implemented for vacancies created by natural student attrition. Students with special needs or those identified as at risk or Limited English Proficiency will receive equal consideration for enrollment.

All students must submit a general information form, emergency form, parent approval of student participation form (field trips), free or reduced lunch application and home language survey. A student's permanent records must be in the child's legal name. In case of a name change due to adoption, the parent/guardian must bring the adoption paper to the school office before the name can be changed.

Registration and Enrollment Procedures. Students attending The Education Center for the first time are required to have: a birth certificate, up-to-date shot records, social security card, report card (if one is available), parent survey on home language, and proof of residence. Parents must sign an additional form to obtain records from the student's previous school.

Immunization Requirements – These requirements are fully described in The Education Center's Handbook of Policies and Procedures and meet the requirements of state law. A delay in school enrollment may be necessary if the student has not started or has not continued to receive vaccine doses as they become due. All immunization records must be validated by physician's signature or health clinic stamp. The month, day and year must be indicated on the record for each new immunization received.



2. Describe the timeline to be used for admitting students, including a plan for the admission lottery for students. NOTE: This is a federal requirement for any school accepting money through the Title X, Part C subgrant program.

The Education Center will open in August 2001 and will begin taking applications from May 2001 until each school campus has reached capacity. It will provide services on a "first come, first served" basis and may exclude students who have a documented history of criminal offense, juvenile court adjudication, or discipline problems as outlined under TEC, Chapter 37, Subchapter A. This exclusion statement will be noted on the application. If the number of applicants exceeds the program capacity, when the capacity for the facility has been met, students will be placed on a waiting list and a lottery will be conducted for future openings.

The school will implement a policy of open-entry and open-exit, thus no specified timetable is used for registering and admitting students.

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

Admission policies for students attending The Education Center further the mission of the schools in several ways related to equitable access.

- The policy of offering services on a "first come, first served" basis serves The Education Center's mission of equally respecting the rights of all people in its service area
- The policy of offering a lottery system once the school has reached its capacity, likewise, serves the mission of respecting and treating people fairly and opening school campuses to students from diverse family circumstances
- The policy of open-entry and open-exit serves the school's mission by making it easier for students in the service area, including those living in highly transient and migratory families, to enroll in our school, thereby respecting the rights of all groups
- The policy of excluding students who have a documented history of criminal offense, juvenile court adjudication, or discipline problems supports the school's mission of expecting all students to obey the rules and participate in the school's positive environment

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

1. Child Find NOTE: A charterholder must adopt and implement policies and practices that affirmatively seek out, identify and evaluate students with disabilities enrolled in the charter school or contacting the charter school regarding enrollment

As the state's educational agency, TEA is responsible for ensuring that a Free Appropriate Public Education (FAPE) is provided to all students with disabilities residing

in the State of Texas and that all requirements of IDEA, Part B, are met, pursuant to 34 CFR, §300.600. A FAPE means special education and related services that are provided at public expense under public supervision; meet the state standards which include the requirements of IDEA, Part B; include preschool, elementary, and secondary school education; and are provided in conformity with an individual education plan, pursuant to 20 USC, §1401(a)(18).

In general, local school districts in Texas have the direct responsibility of providing FAPE to students with disabilities whom the schools are obligated to serve under Texas Education Code, §25.001. TEA is responsible for ensuring that schools comply with all state and federal requirements concerning the provision of FAPE.

Within this general responsibility to assure FAPE, TEA specifically assures that each child with a disability, regardless of severity, residing within a school's jurisdiction will be identified, located, and evaluated in accordance with IDEA and its implementing regulations. To meet this responsibility, TEA requires schools to establish policies and procedures to identify, locate, and evaluate students with disabilities residing within their jurisdictions. Activities done pursuant to these policies and procedures are commonly referred to as "child find" activities because schools actively search for students with disabilities residing within their jurisdictions.

In accordance with the rules and responsibilities identified in this Application, and with any and all TEA rules or regulations, The Education Center will each establish policies and practices that affirmatively seek out, identify and evaluate students with disabilities enrolled in its charter school or contacting its charter school regarding enrollment as required.

### **Special Education**

Prior to referral for special education services, students experiencing difficulty in the regular classroom will be considered for all support services available to all students, such as tutorial, remedial, compensatory, and other services. A referral for assessment may be initiated by school personnel at attending either The Education Center, the student's parents or legal guardian, or another person involved in the education or care of the student.

For students suspected of learning disabilities, The Education Center will contract with a licensed educational diagnostician to conduct ARD's; complete IEP modification plans, behavior modifications plans; and to coordinate any special requirements that need to be communicated to the staff and counselors.

All State forms and procedures will be followed with students who indicate they have been eligible for Special Education in previous school districts. An ARD will determine the need for further testing by a certified professional (i.e., psychologist, speech therapist, occupational therapist). Referrals will be made to outside sources as

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needed. IEP's and all special plans will be kept in each classroom where teachers will be able to check the student's program.

The Education Center at will admit and fully serve eligible students with disabilities and/or handicapping conditions. In addition, transportation services that are identified on the Individual Education Plan (IEP) will be provided. Certified personnel will be sought and employed to deliver a free and appropriate public education for the identified student(s) served by the school. Technical assistance from the Region 11 ESC will be utilized as a resource and on all special education issues that require assistance.

The Education Center will comply with all requirements provided for in the Individuals with Disabilities Education Act Amendments of 1998, and will implement the following:

- place the emphasis on what is best educationally for students with disabilities rather than on paperwork for paperwork's sake;
- give professionals, especially teachers, more influence and flexibility;
- enhance the input of parents of students with disabilities in the decision making that affects their child's education;
- make the school a safe place; and
- consolidate and target discretionary programs to strengthen the capacity of the school to effectively serve students, and when appropriate, including infants and toddlers when appropriate, with disabilities.

The charter school will adhere to all open enrollment policies as defined by the State Board of Education and will not prohibit or discriminate in admission policy based on sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the child would otherwise attend. (Section 504, Part 104; Section 12.111) Furthermore, all special education data collection for PEIMS as required by the Texas Commissioner of Education will be reported in the format and at the scheduled dates to Region 11 ESC.

## 2. Confidentiality

The Education Center will adhere to all state confidentiality requirements including, but not limited to, the following:

Student Records - Student records are confidential and protected from unauthorized inspection or use. A cumulative record will be maintained for each student beginning when he or she enters the school until the student withdraws. This record moves with the student from school to school.

By law, both parents, whether married, separated, or divorced, have access to the records of a student who is under 18 or a dependent for tax purposes. A parent whose rights have been legally terminated will be denied access to the records if the school is given a copy of the court order terminating these rights.

The school's CEO will be the custodian of all records for currently enrolled students and of all records for students who have withdrawn or graduated. Records may be reviewed during regular school hours upon completion of the written request form. The records custodian or designee will respond to reasonable requests for explanation and interpretation of the records.

Parents of a student who is a minor, or of a student who is a dependent for tax purposes, and school officials with legitimate educational interests are the only persons who have general access to a student's records. "School officials with legitimate educational interests" include any employees, agents, or Trustees of the charter school, of cooperatives of which the charter school is a member, or facilities with which the charter school contracts for the placement of students with disabilities, as well as their attorneys and consultants, who are: (1) working with the student; (2) considering disciplinary or academic actions, the student's case, an Individual Education Plan (IEP) for a student with disabilities under IDEA or an individually designed program for a student with disabilities under Section 504; (3) compiling statistical data; or (4) investigating or evaluating programs.

Parents of minor students enrolled at either campus may inspect the student's records and request a correction if the records are inaccurate, misleading, or otherwise in violation of the student's privacy or other rights. If the school refuses the request to amend the records, the requestor has the right to a hearing. If the records are not amended as a result of the hearing, the requestor has 30 school days to exercise the right to place a statement commenting on the information in the student's record. Although improperly recorded grades may be challenged, parents and the students are not allowed to contest a student's grade in a course through this process. Parents or the student have the right to file a complaint with the U.S. Department of Education if they believe the school is not in compliance with the law regarding student records.

The school will maintain a record of disclosure of personally identifiable information and make this available for the parent's inspection. Some items of information are directory in nature and may be released to anyone, without consent, unless the parent objects to its release in writing within ten (10) school days after the issuance of this notice. The following is directory information: a student's name, address, telephone number, date and place of birth, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, awards received in school, most recent previous school attended, and other similar information. Objections to release of any or all directory information must be directed to the school's CEO.

With respect to special education students, the ability to share information between parties involved in special education services and local education agencies (LEA's) is vitally important to improve efficiency and to minimize duplication of efforts. To accomplish this sharing, the proposed school campuses will develop and use a standard consent form.

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With respect to special education students, the proposed school campuses will notify parents when any information that specifically identifies the student is no longer needed. If the parent requests destruction of the information and the time established by law for retention has expired, the records will be destroyed. However, if the retention period established by law has not expired, the material will be deleted from the records, but the records will be maintained until the time has expired.

### 3. Procedural Safeguards

The Education Center's Handbook of Policies and Procedures (to be developed) will fully address procedural safeguards for students, parents and all other school stakeholders. With respect to employees, the school's Board will adopt policies that ensure equity in the employment relationship.

School campuses will adhere to all required procedural safeguards required by the state including, but not limited to, those described below.

In accordance with the requirements of 34 Code of Federal Regulations (CFR), §300.504 and §300.505, the school will give a written notice that includes a full explanation of all procedural safeguards to the parents a reasonable time before the school conducts an assessment for special education services. The Explanation of Rights and Procedural Safeguards of a Parent with a Child with Disabilities in School will be provided to each parent explaining the rights as outlined in federal and state law. Certified staff will review this document with parents and additional information will be made available upon request in the parents' native language in writing or through an interpreter. The Education Center will provide information to parents for the following purposes:

- upon initial referral for evaluation
- upon each notification of an admission, review, and dismissal committee (ARD) meeting
- upon each reevaluation, and
- upon a school district's request for a "due process hearing" about their child
- when any information that specifically identifies the student is no longer needed

The Education Center's Handbook of Policies and Procedures will set forth fully the policies regarding expulsion and suspension of students attending any of its school campuses.

### 4. Notice of Admission, Review and Dismissal (ARD) Committee Meetings

The Education Center will adopt the following policy with respect to notice of admission, review and dismissals (ARD's) and to ARD committee meetings.

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The admission, review, and dismissal (ARD) committee shall make its decisions regarding students referred for the first time within 30 calendar days from the date of completion of the written assessment report (with certain exceptions identified by TEA rules). The proposed charter school campuses will establish at least one ARD committee that shall make decisions concerning eligibility determinations, development of the IEP, consideration of assistive technology, development of the behavior management plans, and placement of a student referred for consideration for special education services in accordance with 34 Code of Federal Regulations (CFR), §§300.308, 300.342-300.349, 300.533, and 300.550-300.554, and Part 300, Appendix C, state statute; and State Board of Education (SBOE) rules.

The teacher that participates in the ARD committee meeting, in accordance with 34 CFR, §300.344(a)(2), must be certified in the child's suspected areas of disability. When a specific certification is not required to serve certain disabilities categories, then the teacher must be qualified to provide educational services the child may need. The proposed charter school campuses will follow all rules and regulations to ensure that the appropriate teacher participates in the ARD Committee meeting.

The written report of the ARD committee will document the findings, including the date, names, positions, and signatures of the members participating in each meeting in accordance with 34 CFR, §§300.344, 300.345, 300.348, and 300.349. The report will also indicate each member's agreement or disagreement with the committee's decisions. The charter school will obtain written consent in accordance with requirements of 34 CFR, §300.500 and §300.504(b), before initial placement occurs.

For a student who is new to a charter school campus, the ARD committee may meet when the student registers and the parents verify that the student was receiving special education services in the previous school district, or the previous school district verifies in writing or by telephone that the student was receiving special education services. In this case, special education services will be temporary, contingent upon either receipt of valid assessment data from the previous school district or the collection of new assessment data. A second ARD committee meeting will be held within 30 school days from the first ARD committee meeting to finalize or develop a new IEP based on the assessment data.

All disciplinary actions regarding students with disabilities will be in accordance with federal requirements and modeled after the Texas Education Code (TEC), Chapter 37, Subchapter A (relating to Alternative Settings for Behavior Management). The ARD committee shall determine the instructional and related services to be provided during the time of expulsion. The student's IEP will include goals and objectives designed to assist in returning the student to school and preventing significant regression.

All members of the ARD committee will have the opportunity to participate in a collaborative manner in developing the IEP. A decision of the committee concerning required elements of the IEP will be made by mutual agreement of the required

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members if possible. The committee may agree to an annual IEP or an IEP of shorter duration.

When mutual agreement about all required elements of the IEP is not achieved, the party (the parents or persons standing the role of parent) who disagrees will be offered a single opportunity to have the committee recess for a period of time not to exceed ten school days. This recess is not required when the student's presence on the campus presents a danger of physical harm to the student or others or when the student has committed an expellable offense or an offense which may lead to a placement in an alternative education program (AEP).

During the recess the committee members will consider alternatives, gather additional data, prepare further documentation, and/or obtain additional resource persons to enable the ARD committee to reach mutual agreement.

The date, time, and place for continuing the ARD committee meeting will be determined by mutual agreement prior to the recess.

If a ten-day recess is implemented (as described above) and the ARD committee still cannot reach mutual agreement, the district will implement the IEP that it has determined to be appropriate for this student.

When mutual agreement is not reached, a written statement of the basis for the disagreement will be included in the IEP. Committee members who disagree will be offered the opportunity to write their own statements.

Should the charter school implement an IEP with which the parents disagree, the school will provide prior written notice to the parents as required in 34 CFR, §300.504 and §300.505. Parents shall have the right to file a complaint, request mediation, or request a due process hearing at any point when they disagree with decisions of the ARD committee.

At each campus, an interpreter will be available to staff to interpret ARD's, testing and translate forms for parents.

#### 5. Assessment of students to determine eligibility

When an ARD determines the need for further testing by a certified professional (i.e., psychologist, speech therapist, occupational therapist), the school will make referrals to a qualified outside sources.

Referral of students for possible special education services will be a part of the proposed charter schools' overall, regular education referral or screening system. Prior to referral, students experiencing difficulty in the regular classroom will be considered for all support services available to all students, such as tutorial, remedial, compensatory, and other services. The referral for assessment may be initiated by



school personnel, the student's parents or legal guardian, or another person involved in the education or care of the student.

Time Line for All Notices - "Reasonable time" required for the written notice to parents under 34 Code of Federal Regulations (CFR), §300.504, is defined as at least five school days, unless the parents agree otherwise.

Written Notice to Parent Before Assessment - In accordance with the requirements of 34 Code of Federal Regulations (CFR), §300.504 and §300.505, the school will give a written notice that includes a full explanation of all procedural safeguards, to the parents and adult students, a reasonable time before the district conducts an assessment.

Consent for Assessment. The Education Center will obtain consent in writing in accordance with the requirements of 34 Code of Federal Regulations (CFR), §300.500 and §300.504(b), before it conducts an initial assessment.

Comprehensive Individual Assessment. The comprehensive individual assessment, including a written report, will be completed in accordance with 34 Code of Federal Regulations (CFR), §§300.6, 300.7, 300.15, 300.16, 300.18, 300.530-300.532, and 300.534; the Texas Education Code (TEC), §29.004; and §89.1040 of this title (relating to Eligibility Criteria).

Age Ranges for Student Eligibility.

Pursuant to state and federal law, special education assessment services are available to all eligible students on their third birthday. A student receiving special education services who is younger than 22 years of age on September 1 of a scholastic year will be eligible for services through the end of that scholastic year or until graduation, whichever comes first. Since The Education will serve students in Grades 6-12, these students will fall within the age range for eligibility for assessment services as required.

Development and Implementation of the Individual Educational Plan (IEP)

The individual educational plan (IEP) developed by the admission, review, and dismissal (ARD) committee for each student with a disability will include the following:

- information in addition to the requirements of 34 Code of Federal Regulations (CFR), §300.346, and Part 300, Appendix C including (1) information to allow for determining the student's eligibility for participation in extracurricular activities; and (2) a statement addressing nonexemption, modification/ accommodation, or exemption from some or all of the basic skills assessment instruments, as appropriate.
- Modifications/accommodation of regular classroom procedures which are provided for students by the charter school as specified in the student's IEP will be provided during the testing process and goals and objectives will be specified if extended year services are included in the IEP.

- For students with visual impairments, the IEP will also meet the requirements of Texas Education Code (TEC), §30.002(e).

IEP's and all special plans will be kept in each classroom where teachers are able to check the student's program.

#### 6. Least Restrictive Environment (LRE) Placement

The location and procedures for delivery of the instructional or related services or both specified in the IEP shall be determined based on the requirements concerning placement in the least restrictive environment and the policies and procedures of the school. A continuum of service will be available for students identified by the committee as in need of these services.

#### 7. Transition Planning

Chapter 29, Subchapter A of the Texas Education Code provides that each school district will develop and annually review an individual transition plan (ITP) for each student enrolled in a special education program who is at least 16 years of age. Since The Education Center expects to serve students who are at least 16 years of age, they will implement the following plan for developing ITP's as required.

As specified under the Texas Education Code, §29.011, Transition Planning, we will establish MOU (Memoranda of Understanding) with appropriate agencies serving persons with disabilities for the purpose of confirming "the respective responsibility of each agency for the provision of services necessary to prepare students enrolled in special education programs for a successful transition to life outside the public school system." MOU's will be established with the following state agencies:

- Texas Commission for the Blind;
- Texas Department of Human Services;
- Texas Department of Mental Health and Mental Retardation;
- Texas Education Agency;
- Texas Employment Commission;
- Texas Rehabilitation Commission; and
- Texas Department of Protective and Regulatory Services.

These MOUs will describe implementation of the transition requirements contained in the Individuals with Disabilities Education Act (IDEA), Public Law 101-476, as amended, and the Rehabilitation Act of 1973, as amended through the 1992 amendments, Public Law 102-569. The intent of these MOUs is to identify and offer a comprehensive array of coordinated services to students with disabilities that will result in choices and opportunities to achieve maximum independence and integration in the community.

Individual transition planning with individual students. The individual transition planning process will be collaborative and based on long-range goals. It will focus on the student's vision for his or her future to include empowerment and inclusion in the

community. Individual transition planning will be based on current information regarding the student's knowledge, skills, capabilities, interests, and preferences. The individual transition plan will be a separate document from the individual education plan and focus on considerations that will have the greatest impact on successful independence and integration in the community.

Individual transition planning components shall include:

- identifying the student's expectations after exiting public school, including post-secondary education, integrated employment, vocational training, continuing and adult education, adult services, independent living, community participation, recreation and leisure, as well as other important life considerations;
- identifying a network of support, such as family, friends, coworkers, agencies, and community resources available to the public, that are needed to achieve the student's desired goals;
- identifying when and how support services shall be provided;
- identifying needed transition services that are a coordinated set of activities, including instruction, community experiences, the development of employment and other post-school adult living objectives, and if appropriate, acquisition of daily living skills and functional vocational evaluation;
- identifying time lines, with projected beginning and ending dates, for all activities leading toward attaining goals; and
- identifying needed transition services to facilitate the transition to the home community and to the receiving school district for students who are incarcerated, in addition to the other required components.

Individual transition planning shall begin no later than age 16 for each student receiving special education services. Younger students, particularly those who have severe disabilities, are at risk of dropping out of school, or whose needs require early collaboration, shall also receive individual transition planning if recommended by the admission, review, and dismissal (ARD) committee. A signatory agency may request an ARD committee meeting to consider transition planning for a student younger than age 16. A student's progress will be reviewed and necessary revisions or additions made on each individual transition plan at least annually.

The Education Center will initiate the transition planning process for eligible students. Transition planning and annual reviews of the individual transition plan will include the following participants: the student; parent/guardian or surrogate; at least one representative from special education; and one additional representative from general education, special education, or vocational education. Other participants may include representatives from community resources that are available to the public and agencies that can assist the student to achieve identified goals. All participants may invite other interested individuals to the meeting.

The participants in an individual transition planning meeting will be determined annually, based on the individual student's needs and plans for the future, and not solely on disability. If an agency that was invited to send a representative to a meeting

does not do so, the charter school will take other steps to obtain the participation of the agency in the planning of any transition services outlined in subsection (d) of this section.

The relationship of the individual transition plan to the ARD committee process and the individual education plan (IEP) will be as follows.

- The individual transition plan shall be developed apart from and before the individual education plan. To minimize scheduling conflicts, the school may schedule the development and annual review of the individual transition plan immediately before the ARD committee's development and review of the individual education plan.
- The transition services identified in the student's individual transition plan that are the responsibility of the school shall be noted in the student's individual education plan. Beginning no later than age 16, and younger when appropriate, the student's individual education plan shall include a statement of needed transition services that identifies annual goals, short-term objectives, and services and includes instruction, community experiences, the development of employment, and other post-school adult living objectives. If appropriate, the statement also shall address acquisition of daily living skills and functional vocational evaluation. In addition, if appropriate, the individual education plan shall include a statement of each agency's responsibilities before the student leaves the school setting.
- If the ARD committee determines that services are not needed in one or more areas, the individual education plan will include a statement indicating this and the basis on which the determination was made.
- If the individual education plan requires revision due to the development of the individual transition plan, a new ARD committee meeting will be convened as soon as possible to revise the IEP.

If a school or agency does not provide transition services agreed on and contained in the IEP, The Education Center will convene an individual transition planning meeting as soon as possible to identify alternative strategies to meet the transition objectives. An ARD committee meeting will be convened as soon as possible to adjust the individual education plan to reflect changes in the individual transition plan.

8. Certified personnel for the provision of services to students with special needs.

The teacher that participates in the ARD committee meeting, in accordance with 34 CFR, §300.344(a)(2), must be certified in the child's suspected areas of disability. When a specific certification is not required to serve certain disabilities categories, then the teacher must be qualified to provide the educational services the child may need. The charter school proposed herein will follow all rules and regulations to ensure that the appropriate teacher participates in the ARD Committee meeting.

The Education Center will use procedures that ensure each teacher involved in a student's instruction has the opportunity to provide input and request assistance regarding the implementation of the student's IEP. These procedures include methods

for a student's regular or special education teachers to submit requests for further consideration of the student's IEP or its implementation. In response to this request, the school's procedures will include a method to determine whether further consideration is necessary and whether this consideration will be informal or will require an ARD committee meeting. If the school determines that an ARD committee meeting is necessary, the student's current regular and special education teachers shall have an opportunity to provide input. The school will also ensure that each teacher who provides instruction to a student with disabilities receives relevant sections of the student's current IEP, such as goals and objectives, modifications/accommodations, and adaptations.

IEP's and all special plans will be kept in each classroom where teachers are able to check the student's program.

#### 9. Services to Expelled Students

Although it is unlikely that students will be suspended or expelled from The Education Center, each school campus will develop a procedure to accommodate those students' educational services beyond the school who are suspended for more than 10 days per semester or expelled from the school.

The Education Center will each comply with TEA rules requiring that all disciplinary actions regarding students with disabilities shall be in accordance with federal requirements and modeled after the Texas Education Code (TEC), Chapter 37, Subchapter A (relating to Alternative Settings for Behavior Management). The ARD committee will determine the instructional and related services to be provided during the time of expulsion. The student's IEP will include goals and objectives designed to assist in returning the student to school and preventing significant regression.

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

Each proposed school campus will conduct a needs assessment and develop a plan for the consolidated use of both state and federal funds. Such a plan shall be determined in consultation with a task force, including, but not limited to, parents of participants; teachers; the Academic Director or other administrators; and community members. The plan shall include:

- how students shall be identified
- planned services and activities
- a plan for annual evaluation (performance objectives)
- record-keeping procedure

The Board will adopt a comprehensive plan that utilizes all available resources to provide programs that build skills and knowledge and promotes academic achievement.

Title I Part A

In compliance with Title 1 Part A regulations the school shall convene an annual public meeting for parents of students eligible for Title 1 Part A assistance. It is anticipated that The Education Center campuses will (will not) qualify for the "School-Wide" Program for the first year. Therefore, the school will use the first year as a planning year to develop the "School Wide" program engaging parents and students in its design. At such meeting, parents will be advised regarding:

- The objectives of the program
- The teaching methods and materials that shall be used
- The methods that are used to measure progress that is made
- The methods that are used to report progress to students and their parents
- The availability of staff to confer with parents; and
- The role of parents in helping their students to achieve.

Services will be provided through the basic education program and will be supplemental to the basic services provided by the Foundation School funding. Supplemental services may include additional parent training, after school enrichment activities, supplemental learning materials, technology enrichment, etc.

As a School Wide Program, the new charter school will address the eight essential components:

- A comprehensive needs assessment of the entire school that is based on information on the performance of students in relation to the state content and student performance standards
- Schoolwide reform strategies that
  - Provide opportunities for all students to meet the state's proficient and advanced levels of student performance
  - Are based on effective means of improving student's achievement
  - Use effective instructional strategies that-increase the amount and quality of learning time, such as extended school year, before- and after-school, and summer school programs
  - Help provide an enriched and accelerated curriculum
  - Meet the educational needs of historically under-served populations
  - Address the needs of all students in the school, but particularly the needs of students of target populations of any program that is included in the schoolwide program, and address how the school will determine if these needs are met
  - Evaluate the program annually reporting progress to all stakeholders

These programs may include

- counseling and mentoring services and the incorporation of gender equitable methods and practices
- consistent activities that are designed to implement, the state and local improvement plans, if any, approved under Title III of Goals 2000
- Instruction by highly qualified professional staff

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- Professional development for teachers and aides, and where appropriate, pupil services personnel, parents, the Academic Director, and other staff to enable all students in the school-wide program to meet the state's student performance standards [in accordance with P.L. 103-382, sections 1114(a)(5) and 1119]
- Strategies to increase parental involvement, such as family literacy services
- Steps to include teachers in the decisions regarding the use of assessments
- Activities to ensure that students who experience difficulty mastering any of the state's standards during the school year will be provided with effective, timely additional assistance.

The assistance must include:

- Measures to ensure that students' difficulties are identified on a timely basis and to provide sufficient information on which to base effective assistance
- To the extent the school determines it to be feasible using Part A funds, periodic training for teachers in how to identify difficulties and to provide assistance to individual students.

The Center will not be eligible for funding under Title I Part D, subpart 1 nor Title I part D, subpart 2. However, the school will enter into shared service agreements (SSA) with Region 11 ESC during the first year for Titles II, IV, and VI. Title VI (Classroom Reduction) will be utilized to provide professional development for the staff and/or certification when appropriate. At the conclusion of the first year, services provided by the ESC will be evaluated to determine impact on the program. If positive results are indicated, then The Center will continue to contract with the ESC for their services.

### Migrant Education Program

This area of focus for the Migrant Education Program (MEP) seeks to ensure that migrant students and their families have their needs for educational and support services met, and are able to access all services for which they are eligible from entry in the MEP's early childhood program for three-year-olds through transition into postsecondary education or employment.

When migrant students are identified, The Education Center will utilize the Internet-based New Generation System (NGS) which is an innovative data transfer system. NGS communicates educational and health data on migrant students to educators throughout the nation. The NGS system will enhance the process of educating migrant students as well as be an interstate information network for Migrant Education.

A Parent Advisory Committee (see p. 25 above for full description of this Committee) will be established for each regular school year. One of the duties of this Committee is to advise on the planning, implementation, and evaluation of the local

Migrant Education Program (MEP), with meaningful consultation and involvement of the parents to be served.

The Education Center will collaborate with the Region 11 ESC to actively identify and recruit all eligible migrant students and youth residing within the charter school boundaries. These are students who migrate with their parents or alone across school district lines in search of temporary or seasonal work in fishing or agriculture. Identification and recruitment is essential in order to offer migrant students opportunities to learn and succeed in school.

#### Section 504

Section 504 of the Rehabilitation Act of 1973 requires that: No qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity, which receives or benefits from Federal financial assistance.

The Office for Civil Rights of the Department of Education enforces the law prohibiting specific discriminatory activities, including the discriminatory assignment of handicapped students to segregated classes or facilities. The law applies to elementary and secondary as well as postsecondary schools. In elementary and secondary schools, handicapped students may be assigned to separate facilities or courses of special education only when such placement is necessary to provide them equal educational opportunity and when the separate facilities and services are comparable to other facilities and services.

The Center will provide services to students who qualify under this law. Policies and procedures will be established that insure the rights of the students to receive equal access to education. Forms and notification templates are available to the district through ESC Cooperatives that will facilitate the implementation of this service.

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

Bilingual/English as Second Language (ESL) Students. If a student indicates a home language other than English, the proposed schools will administer a mastery test to assure that the student can comprehend the material in the educational programs. An interpreter will be available to school staffs at each campus to interpret ARD's testing and translate forms for parents.

To be prepared to effectively and fully implement the ESL program, The Center will initiate the following process to insure compliance:

1. Review all permanent record folders for students to ensure that each folder contains a signed and dated home language survey.



2. Join the ESL/Bilingual Coop offered by Region 11 Educational Service Center.
3. Send a faculty member to training offered by Region 11 relating to administering the oral language/writing proficiency Test.
4. Meet with Region 11 Bilingual/ESL Co-op to design intervention services for the students identified on the survey until certification and test protocols can be obtained.
5. Design an individual learning prescription to accommodate the education needs of LEP students in the following ways:
  - Create Bilingual buddies to facilitate English immersion strategies
  - Modify the testing and the instructional setting
  - Provide additional instructional support before, during, and after school
6. The board will adopt a policy to establish and operate an LPAC that provides for the selection, appointment, and training of committee members.

The charter school will join the Region 11 ESC Bilingual/ESL Cooperative in order to prepare staff for the LEP program that may be needed to adequately serve the identified population. It is the intent of the charter school to employ a certified staff member or to obtain certification for a certified teacher on staff.

The goal of English as a second language programs shall be to enable limited English proficient students to become competent in the comprehension, speaking, reading, and composition of the English language through the integrated use of second language methods. The English as a second language program shall emphasize the mastery of English language skills, as well as mathematics, science and social studies, as an integral part of the academic goals for all students to enable limited English proficient students to participate equitably in school.

Program evaluations shall include both formal and informal measures that describe academic performance on the ITBS and the appropriate TRPI/TAAS tests. Results will be published annually in the Charter School Annual Report. During the first year, The Center will establish benchmarks based upon pre test data administered at the beginning of the year. Data collection methods will be put in place that would measure and document student progress when the program is implemented. Data will be disaggregated and needs identified. Baselines will be established for the LEP learner and progress toward language comprehension and academic achievement will be charted to determine the effectiveness of the educational activities implemented.

State Compensatory Education - State Compensatory Education as defined in Section 42.152 (c) is a program designed to improve and enhance the regular education program for students in at-risk situations. The Education Center is applying under the 75% Rule for Open Enrollment Charter Schools and anticipates over 75% of the students will be identified.

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The purpose of state compensatory education is to increase the achievement and reduce the dropout rate of identified students in at-risk situations. In determining the appropriate accelerated or compensatory program, the proposed charter schools will use student performance data resulting from the state assessment instruments and any other achievement tests administered by the school. Based on this needs assessment, campus staff will design appropriate strategies and include them in the campus improvement plan. In compliance with law, the improvement plan will include 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. Each school campus will be responsible for evaluating the effectiveness of its program.

State rules require that compensatory education allocations be used only for costs supplemental to the regular education program. STAR is in possession of a copy of the Financial Accountability System Resource Guide that explains this rule and will ensure that The Education Center complies with this guide, and all rules, related to the use of state compensatory education funds. STAR understands that non-compliance with the state's rule may result in a financial penalty.

In accordance with the requirement of the Texas Education Code Section 11.252, The Education Center will each develop a school improvement plan. This plan will identify measurable school performance objectives for all student populations; strategies to improve student performance; resource allocations; staff responsible for ensuring the accomplishments of each strategy; timelines for ongoing monitoring of the implementation of each strategy and the formative evaluation criteria for determining periodically whether strategies are resulting in the intended student performance. The state compensatory education program and/or service designed by each of the proposed schools to meet the needs of students in at-risk situations will be included in each school's campus improvement plan. The improvement plan will to identify resources and staff associated with its state compensatory education program. This information may be stated at the summary level of the plan.

Dyslexia – The Board of STAR will ensure that procedures for identifying a student with dyslexia or a related disorder and for providing appropriate instructional services to the student are implemented at all its school campuses. The Board understands these procedures will be monitored by the Texas Education Agency (TEA) with on-site visits conducted as appropriate.

The STAR Board's procedures will be implemented according to the State Board of Education (SBOE) approved strategies for screening, and techniques for treating, dyslexia and related disorders described in "Procedures Concerning Dyslexia and Related Disorders," a set of flexible guidelines available to local schools. Screening for dyslexia students will only be done by individuals/ professionals who are trained to assess students for dyslexia and related disorders.

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Each proposed charter school will either purchase a reading program or develop its own reading program for students with dyslexia and related disorders, as long as the program is characterized by the descriptors found in "Procedures Concerning Dyslexia and Related Disorders." Teachers who screen and treat these students will be trained in instructional strategies that utilize individualized, intensive, multisensory, phonetic methods and a variety of writing and spelling components described in the "Procedures Concerning Dyslexia and Related Disorders" and in the professional development activities specified by each school's campus planning and decision making committee.

Before an identification or assessment procedure is used selectively with an individual student, the school will notify the student's parent or guardian or another person standing in parental relation to the student. Parents/guardians of students eligible under the Rehabilitation Act of 1973, §504, will be informed of all services and options available to the student under that federal statute.

Proposed schools will provide each identified student access at his or her campus to the services of a teacher trained in dyslexia and related disorders. The schools may, with the approval of each student's parents or guardians, offer additional services at a centralized location. Such centralized services shall not preclude each student from receiving services at his or her campus.

Because early intervention is critical, a program for early identification, intervention, and support for students with dyslexia and related disorders will be available at each school as outlined in the "Procedures Concerning Dyslexia and Related Disorders."

Depending on the number of dyslexic students enrolled, the schools may provide a parent education program for parents/guardians of students with dyslexia and related disorders. Such a program, if offered, would include awareness of characteristics of dyslexia and related disorders; information on testing and diagnosis of dyslexia; information on effective strategies for teaching dyslexic students; and awareness of information on modification, especially modifications allowed on standardized testing.

All regional education service centers have dyslexia contact persons. The Education Center will draw on the resources of Region 11 ESC to prepare for meeting the special needs of students having dyslexia.

Gifted and Talented - With respect to student assessment of gifted and talented students, the Board will develop written policies on student identification of gifted and talented students and such policies will be disseminated to parents. The policies will include:

- provisions for ongoing screening and selection of students who perform or show potential for performing at remarkably high levels of accomplishment in the areas defined in the Texas Education Code, §29.121;
- assessment measures collected from multiple sources according to each area defined in the Texas State Plan for the Education of Gifted/Talented Students

- data and procedures designed to ensure that students from all populations enrolled in the schools have access to assessment and, if identified, services for the gifted/talented program
- provisions for final selection of students to be made by a committee of at least three educators from each of the proposed schools who have received training in the nature and needs of gifted students; and
- provisions regarding furloughs, reassessment, exiting of students from program services, transfer students, and appeals of the school's decisions regarding program placement.

With respect to Professional Development for teachers of gifted and talented students, each proposed school will ensure that:

- teachers who provide instruction and services that are a part of any program for gifted students have a minimum of 30 hours of staff development that includes nature and needs of gifted/talented students, assessing student needs, and curriculum and instruction for gifted students
- teachers who provide instruction and services that are a part of any program for gifted students receive a minimum of six hours annually of professional development in gifted education; and
- administrators and counselors who have authority for program decisions have a minimum of six hours of professional development that includes nature and needs of gifted/talented students and program options.

With respect to delivery of student services to gifted and talented students, each school will provide an array of learning opportunities for gifted/talented students in Grades 6-12 and shall inform parents of the opportunities. Options will include:

- instructional and organizational patterns that enable identified students to work together as a group, to work with other students, and to work independently
- a continuum of learning experiences that leads to the development of advanced-level products and performances
- in-school and, when possible, out-of-school options relevant to the student's area of strength that are available during the entire school year; and
- opportunities to accelerate in areas of strength

With regard to fiscal responsibility, each proposed school will ensure that: no more than 15% of state funds allocated for gifted/talented education are spent on indirect costs, as required by law.

With respect to program accountability for any gifted and talented programs offered by the proposed school, each school campus will ensure that student assessment and services for gifted/talented students comply with accountability standards defined in the Texas State Plan for the Education of the Gifted/Talented. The Education Center will assess the need for this program and make decisions based on the student population regarding implementation.

- H. Describe how your school will identify and provide educational support for students who are identified as being "at risk of dropping out of school" as defined in TEC Sect. 29.081(d)(See Appendix I).

We will use the following definitions for determining whether a student is "at risk of dropping out of school." These are the same factors identified in TEC Section 29.081(d).

- (1) each student in grade levels 7 through 12 who is under 21 years of age and who:
  - (A) was not advanced from one grade level to the next for two or more school years;
  - (B) has mathematics or reading skills that are two or more years below grade level;
  - (C) did not maintain an average equivalent to 70 on a scale of 100 in two or more courses during a semester, or is not maintaining such an average in two or more courses in the current semester, and is not expected to graduate within four years of the date the student begins ninth grade;
  - (D) did not perform satisfactorily on an assessment instrument administered under Subchapter B, Chapter 39; or
  - (E) is pregnant or is a parent;
- (2) each student in pre-kindergarten through grade 6 who:
  - (A) did not perform satisfactorily on a readiness test or assessment instrument administered at the beginning of the school year;
  - (B) did not perform satisfactorily on an assessment instrument administered under Subchapter B, Chapter 39;
  - (C) is a student of limited English proficiency, as defined by Section 29.052;
  - (D) is sexually, physically, or psychologically abused; or
  - (E) engages in conduct described by Section 51.03(a), Family Code (Note: This Code section describes delinquent conduct.); and
- (3) each student who is not disabled and who resides in a residential placement facility in a district in which the student's parent or legal guardian does not reside, including a detention facility, substance abuse treatment facility, emergency shelter, psychiatric hospital, halfway house, or foster family group home.

A folder review will be conducted at the beginning of the year to determine eligibility for this program. The Center realizes that the identification of at risk is determined on academic criteria and not on situations surrounding the student.

To address needs of students in at risk situations that may lead to educational failure, The Education Center will:

- Implement strategies, including ongoing teacher and staff development and development of appropriately rigorous curriculum, that will help raise expectations for all students
- Provide students and their parents or guardians with early information about college options, required courses, and financial aid

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- Provide students and their parents or guardians with information and other age-appropriate services to increase early career awareness
- Promote strategies, including how to help with homework, that increase parental involvement in preparing students to succeed in the middle and high school years
- Promote strategies that increase parental knowledge and involvement in their student's career choice and preparation
- Ensure that all students have access to rigorous academic coursework that meets state standards
- Promote equal access to education and educational excellence through concerted partnership efforts on behalf of low-income students
- Provide intensive, individualized and coordinated support to students that includes mentoring, counseling, and tutoring
- Establish strong Partnerships that involve long-term commitment and a meaningful role for each partner in improving student readiness for career training or post-secondary education
- Identify and implement effective practices that include careful evaluations to enable continuous improvement in student academic and non-academic performance.
- Ascertain and document the appropriate documentation needed to identify an abused student and report possible child abuse (sexual, physical, or psychological abuse) to the Denton County Welfare Department according to Texas law.

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

Students at The Education Center campuses will be encouraged to participate in extracurricular activities. An extracurricular activity is defined as an activity sponsored by the University Interscholastic League (UIL), the school's Board, or an organization sanctioned by resolution of the school's Board. The activity is not necessarily directly related to instruction of the essential knowledge and skills but may have an indirect relation to some areas of the curriculum. The proposed schools may offer extracurricular activities including, but not limited to, public performances, contests, demonstrations, displays, and club activities.

The Board will adopt policies to ensure that all state-defined eligibility requirements are met in order for a student to participate in an extracurricular activity.

1. Describe the programs planned for the charter school.

Presently the sponsoring school will offer programs that are identified by the students as desirable. The school offers no athletic program. The school will offer several celebrations during the school year including Fall activities (October), Winter Holidays (December), African American History (February) and Cinco de Mayo (May). The proposed schools will add extracurricular and other student activities over time.

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2. Describe whether any agreements have been entered into or plans developed with other public or private agencies.

No agreements have been entered into or plans developed with other public or private agencies except for agreements to lease space for school facilities and potential contractors for student services. These agreements cover use of the building and facilities of as described above in Section IV. B. (Facility Management).

#### J. Student Assessment

NOTE: All students are required to participate in the Texas Assessment of Academic Skills (TAAS) exams to the same extent as required while in attendance in an independent school district in Texas.

1. Describe your plan to assess individual student performance in the core academic areas. Include the process to determine the baseline of achievement levels of students, the results to be achieved and the methods of measurement to be used.

The following types of assessment instruments will be utilized by the school:

- State Mandated Testing (TAAS, RPTE, and End of Course)
- Curriculum Testing (based on the TEKS)
- Standardized Testing (i.e. SAT9)

The proposed school will use the Texas Assessment of Academic Skills (TAAS) test and end-of-course examinations to assess individual student performance in the core academic areas. The goal of TAAS is to measure student progress toward achieving academic excellence. Its purpose is to provide an accurate measure of student achievement in the areas of reading, writing, mathematics, social studies, and science. Test results are used as a gauge for institutional accountability. The Education Center will require students to participate in TAAS exams to the same extent as though they were in attendance in an independent school district in Texas.

The school will administer reading proficiency tests in English (RPTE) to limited English proficient (LEP) students in grades 6-8, and at the high school level and RPTE will be used along with English and Spanish TAAS to provide a comprehensive assessment system for LEP students. RPTE will be given annually to LEP students not yet taking TAAS in English, including those students taking TAAS in Spanish. The assessment will measure annual growth in English reading proficiency during the time in which LEP students are not proficient enough in English to take the English version of the TAAS.

The school will use an alternative assessment to assess special education students in grades 6-8, and at the high school level who are receiving instruction in the

Texas Essential Knowledge and Skills (TEKS) but for whom TAAS is an inappropriate measure of their academic progress. This test will assess the areas of reading, writing, and mathematics. Students will be assessed at their appropriate instructional levels, as determined by their ARD committees, rather than at their assigned grade level. The alternative assessment will be administered on the same schedule as TAAS and will be designed to measure annual growth based on appropriate expectations for each student as decided by the student's ARD committee. The alternative assessment will be designed in such a way as to bridge into TAAS and is expected to become a part of the school accountability system in the 2002-2003 school year. The alternative assessment is scheduled for implementation in spring of 2001.

The TAAS scores will not be used to determine grade level placement (although TAAS can be used to identify students who are in an at-risk situation). The school will instead administer an appropriate assessment that may be either norm-referenced or not norm-referenced. For grades 6-8, and at the high school level, the state permits use of either a locally-developed instrument or a commercially-developed assessment to determine readiness.

The Education Center will each use a standardized group instrument such as the Stanford Achievement Test (SAT9) to determine baseline data and academic growth. Students will be tested upon entrance to the school and annually thereafter. The Education Center will track mastery of TEKS curriculum objectives throughout the student's school career.

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

TASS testing scores from each spring semester (May) will be used to identify the educational strengths and needs of individual students and the extent to which educational goals and performance standards are being met. When students enter into the next fall semester, their spring TAAS scores will be used, along with the pretest on SAT9, to identify strengths and needs. Prescriptions will be written as needed to work with all special populations. Incorporated into the model is the use of assessment instruments to determine placement in the curriculum to reduce splinter skills and provide a foundation of knowledge on which to build skills.

3. For secondary schools, describe the method for determining that an individual student has satisfied the requirements for graduation (Not Scored)

See pages 74 and 75 for a complete description of our method for determining that an individual student has satisfied the requirements for graduation.



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

The proposed school will use student evaluation results to improve instructional programs. To achieve this, teachers will analyze each student's test data from which they will adjust the instructional program, as needed.

## D. ATTACHMENTS (limit to 50 pp)

All attachments should be numbered and clearly referenced to in the text. Choice of attachments are up to the Applicant, though they should be used to provide evidence, support a particular aspect of the application, or lend insight into the Applicant group.

## LIST OF ATTACHMENTS

Attachment #1

Copy of the IRS 501(c)3 determination letter for STAR

Attachment #2

Articles of incorporation of STAR

Attachment #3

Bylaws of sponsoring entity

Attachment #4

Biographical Affidavits for each member of the governing Board of the sponsoring entity (Appendix V).

Attachment #5

Financial History

Attachment #6

Charter School Public Meeting. Copy of the notice for, the registration log, and a synopsis of a public hearing held to discuss the proposed charter school plan.

Attachment #7

Newspaper Publication (Evidence of publication of statement published in a newspaper of general distribution in the geographic area proposed for the school)

Attachment #8

Statements Mailed to City Council and Commissioner's Court (Evidence that statement was mailed to the city council and commissioner's court with jurisdiction over the geographic area)

Attachment #9

Salary Schedule and Sample Contract

Attachment #10

Biographical Affidavit for Board Members and Present Administrator

Attachment #11

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

Attachment #12

Three Year Budget and including supporting letters of credit and documentation verifying private sources of funds.

Attachment #13

Three Year Cash Flow Projections

Attachment #14

Financial Information

Attachment #15

Copy of a lease agreement for The Education Center

Attachment #16

School calendar identifying the hours of school operation and a description of teacher/student contact hours.

Attachment #17

Partnership Letters (Letters from each entity represented in any business arrangements or partnerships with existing schools, educational programs, businesses, or non-profit organizations)

Attachment #18

Support Letters

Attachment #19

Statements of Impact to School Districts Proof

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**ATTACHMENT #1**  
**Copy of the IRS 501 (c)3 determination letter**

## APPLICATION

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

DEPARTMENT OF THE TREASURY

Date: APR 17 2000

SALVAGING TEENS AT RISK INC  
C/O NICK FARLEY  
7336 N MAIN  
THE COLONY, TX 75056

Employer Identification Number:  
75-2727881

DLN:  
17053019005020

Contact Person: DAVID AGUILERA ID# 75867

Contact Telephone Number:  
(877) 829-5500

Accounting Period Ending:  
June 30

Form 990 Required:  
Yes

Addendum Applies:  
No

Dear Applicant:

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

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

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

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

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

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

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Letter 947 (DO/CG)

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## SALVAGING TEENS AT RISK INC

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

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

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

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

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

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

00109

Letter 047 (00/00)

-3-

## SALVAGING TEENS AT RISK INC

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

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

Revenue Procedure 75-50, published in Cumulative Bulletin 1975-2 on page 587, sets forth guidelines and recordkeeping requirements for determining whether private schools have racially nondiscriminatory policies as to students. You must comply with this revenue procedure to maintain your tax-exempt status.

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

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

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

Sincerely yours,

Steven T. Miller  
Director, Exempt Organizations

00110

**ATTACHMENT #2**  
**Articles of Incorporation of STAR**



APPLICATION

The State of Texas

Secretary of State  
SEP. 24, 1997

WENDY SNOW-THE COMPANY CORPORATION  
1313 N. MARKET ST.  
WILMINGTON ,DE 19801-1151

RE:  
SALVAGING TEENS AT RISK INC.

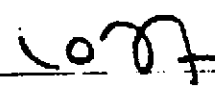
CHARTER NUMBER 01461121-01

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

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

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

VERY TRULY YOURS,

  
Antonio O. Garza, Jr. Secretary of State

00112





APPLICATION

# The State of Texas

Secretary of State

CERTIFICATE OF INCORPORATION

OF

SALVAGING TEENS AT RISK INC.  
CHARTER NUMBER 01461121

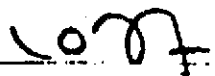
THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,  
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE  
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE  
FOUND TO CONFORM TO LAW.

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

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

DATED SEP. 18, 1997

EFFECTIVE SEP. 18, 1997

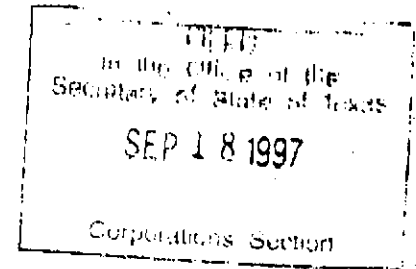
  
Antonio O. Garza, Jr., Secretary of State

00113

**ARTICLES OF INCORPORATION**

APPLICATION

OF

**Salvaging Teens At Risk Inc.  
A Non-Stock, Non-Profit Corporation**

The undersigned natural person of the age of 21 or more, acting to form a corporation under the laws of the state of Texas does hereby certify the following:

- ARTICLE I: The name of the corporation shall be **Salvaging Teens At Risk Inc.**
- ARTICLE II: The address of the initial registered office the corporation is 707 West 7th Street, Austin TX 78701. The name of the initial registered agent at said address is Tyler McLennon, Inc.
- ARTICLE III: This is a non-stock, non-profit corporation. The purpose of the corporation is to engage in any lawful act or activity for which non-profit corporations may be organized under the corporation law of the state of Texas.
- Said corporation is organized exclusively for charitable, religious, educational and scientific purposes, including for purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or corresponding provisions of any future United States Internal Revenue Law).
- ARTICLE IV: The number of directors (minimum of three) constituting the initial board of directors is three, and the name and address of the persons who will serve as directors until the first annual meeting of shareholders or until their successors are elected are:

Nickie George Farley 4000 Ace Lane, #97 Lewisville, TX 75067.

Lilli Ann Farley 4000 Ace Lane, #97 Lewisville, TX 75067.

Lisa Catherine Ashmore 4000 Ace Lane, #9i Lewisville, TX

00114


## APPLICATION

75067.

ARTICLE V: The duration of the corporation shall be perpetual.

ARTICLE VI: The name and address of the incorporator is:  
Wendy Snow c/o The Company Corporation  
1313 N. Market Street  
Wilmington, DE 19801-1151

I, the undersigned, being the sole incorporator of the corporation identified above, declare that I have examined the foregoing this 16th day of September, 1997.



---

Wendy Snow

**ATTACHMENT #3**  
**Bylaws of sponsoring entity**

**SALVAGING TEENS AT RISK, INC.**  
DBA THE EDUCATION CENTER

**BYLAWS**

A 501 (C) (3) Corporation

**I. MEMBERSHIP**

The corporation has no members. The rights, which would otherwise vest in the members, vest in the directors of the corporation (hereinafter "Trustees") of Salvaging Teens at Risk, Inc. Actions, which would otherwise require approval by a majority of all members or approval by the members, require only approval of a majority of all Trustees or approval by the Board of Trustees (hereinafter "Board").

**II. BOARD OF TRUSTEES**

A. Powers

The Board shall conduct or direct the affairs of the corporation and exercise its powers, subject to the limitations of laws governing 501(C) (3) Nonprofit Corporations, the Articles of Incorporation and these Bylaws. The Board may delegate the management of the activities of the corporation to others, so long as the affairs of the corporation are managed, and its powers are exercised, under the Board's ultimate jurisdiction.

Without limiting the generality of the powers here granted to the Board, but subject to the same limitations, the Board shall have all the powers enumerated in these Bylaws, and the following specific powers:

1. To elect and remove Trustees.
2. To select and remove officers, agents and employees of the corporation; to prescribe powers and duties for them; and to fix their compensation.
3. To conduct, manage and control the affairs and activities of the corporation, and to make rules and regulations.
4. To enter into contracts, leases and other agreements which are, in the Board's judgment, necessary or desirable in obtaining the purposes of promoting the interests of the corporation.
5. To act as trustee under any trust incidental to the corporation's purposes, and to receive, hold, administer, exchange and expend funds and property subject to

such a trust.

6. To acquire real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of such property.
7. To borrow money, incur debt, and to execute and deliver promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities.
8. To lend money and accept conditional or unconditional promissory notes therefore, whether interest or non-interest bearing, or secured or unsecured.
9. To indemnify and maintain insurance on behalf of any of its Trustees, officers, employees or agents for liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, subject to the provisions and limitations noted in these Bylaws.

#### B. Number of Trustees

The number of Trustees of the corporation shall be not less than <sup>7</sup>7 nor more than 25. The number of Trustees shall be dependent upon the number of school campuses open and operating. As of the date on which these Bylaws are adopted, the exact number of Trustees is fixed at 7.

#### C. Election of Trustees

1. Election. The Five Founding Board members shall remain as permanent Trustees throughout the first five years of the charter. The Board shall elect the remaining Trustees by the vote of a majority of the Trustees then in office, whether or not the number of Trustees in office is sufficient to constitute a quorum, or by the sole remaining Trustee. Permanent Trustee vacancies shall be filled by a majority vote of the Trustees remaining on the board.

2. Eligibility. The Board may elect any person who in its discretion it believes will serve the interests of the corporation faithfully and effectively. In addition to other candidates, the Board will consider the following nominees:

- a. A parent of an active student, who is designated by the Parent Advisory Committee to represent that the parents (the "Parent Representative").
- c. A faculty member selected by the faculty (the "Faculty Representative").

#### 4. Term of Office

a. The term of office of all members of the initial Founding Board of Trustees shall be five years. Faculty Representative shall serve two years. Parent representatives shall serve one year.

c. No Trustee may serve for more than two (2) consecutive terms.

d. The term of office of a Trustee elected to fill a vacancy in these Bylaws begins on the date of the Trustee's election, and continues: (1) for the balance of the unexpired term in the case of a vacancy created because of the resignation, removal, or death of a Trustee, or (2) for the term specified by the Board in the case of a vacancy resulting from the increase of the number of Trustees authorized.

e. A Trustee's term of office shall not be shortened by any reduction in the number of Trustee resulting from amendment of the Articles of Incorporation or the Bylaws or other Board action.

f. A Trustee's term of office shall not be extended beyond that for which the Trustee was elected by amendment of the Articles of Incorporation or the Bylaws or other Board action.

5. Time of Elections. The Board shall elect Trustees whose terms begin on July 1 of a given year at the Annual Meeting for that year, or at a Regular Meeting designated for that purpose, or at a Special Meeting called for that purpose.

#### D. Removal of Trustees

The Board may remove any Trustee who:

1. Has failed to attend two or more of the Board's Regular Meetings in any calendar year;
2. Has been declared of unsound mind by a final order of court;
3. Has been convicted of a felony;
4. Has been found by a final order or judgment of any court to have breached any duty imposed by law
5. For such other good causes as the Board may determine.

#### E. Resignation by Trustee

A Trustee may resign by giving written notice to the Board Chair or Secretary. The resignation is effective on the giving of notice, or at any later date specified in the notice. A Trustee may not resign if the Trustee's resignation would leave the

corporation without a duly elected Trustee in charge of its affairs, without first giving notice to the Texas Education Agency.

**F. Vacancies**

A vacancy is deemed to occur on the effective date of the resignation of a Trustee, upon the removal of a Trustee, upon declaration of vacancy pursuant to these Bylaws, or upon a Trustee's death. A vacancy is also deemed to exist upon the increase by the Board of the authorized number of Trustees.

**G. Compensation of Trustees**

Trustees shall serve without compensation. However, the Board may approve reimbursement of a Trustee's actual and necessary expenses while conducting corporation business.

**III. PRINCIPAL OFFICE**

The corporation's principal office shall be at 9146 Lonesome Dove, Little Elm, Texas 75068, or at such other place as the Board may select by resolution or amendment of the Bylaws. The Secretary shall note any change in principal office on the copy of the Bylaws maintained by the Secretary.

**IV. MEETINGS OF THE BOARD**

**A. Place of Meetings**

Board Meetings shall be held at one of the local school campuses or at any other reasonably convenient place as the Board may designate.

**B. Annual Meetings**

An Annual Meeting shall be held in June of each year for the purpose of electing Trustees, making and receiving reports on corporate affairs, and transacting other business as comes before the meeting.

**C. Regular Meetings**

Regular Meetings shall be held monthly on a pre-publicized date convenient to all board members.

**D. Special Meetings**

A Special Meeting shall be held at any time called by the Chair or by any five permanent Trustees.

**E. Adjournment**

A majority of the Trustees present at a meeting, whether or not a quorum, may adjourn the meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent Trustees if the time and



place be fixed at the meeting adjourned, except if the meeting is adjourned for longer than 24 hours, notice of the adjournment shall be given as specified in these Bylaws.

F. Notices

Notices of Board Meetings shall be given as follows:

1. Annual Meetings and Regular Meetings may be held without notice if the Bylaws or the Board fix the time and place of such meetings.
2. Special Meetings shall be held upon 72 hour posted notice with notices being posted at each school campus.

V. **ACTION BY THE BOARD**

A. Quorum

A quorum consists of one-half of the fixed number of Trustees.

B. Action by the Board

Actions Taken at Board Meetings. The actions done and decisions made by a majority of the Trustees present at a meeting duly held at which a quorum is present are the actions and decisions of the Board, except for purposes of electing Trustees, appointing committees and delegating authority thereto, or amending the corporation's Bylaws, where the action of a majority of Trustees then in office is required or as set out in these Bylaws.

The Board may continue to transact business at a meeting at which a quorum was originally present, even though Trustees withdraw, provided that any action taken is approved by at least a majority of the quorum required.

1. Actions Without a Meeting. The Board may take any required or permitted action without a meeting if all the Trustees individually or collectively consent in writing to the taking of that action. Such consent shall have the same effect a unanimous vote of the Board, and shall be filed with the minutes of the Board proceedings.

2. Board Meeting by Conference Telephone. Trustees may participate in a Board meeting through use of conference telephone or similar communication equipment, so long as all Trustees participating in such meeting can hear one another. Participation in a meeting pursuant to this section constitutes presence in person at such meeting.

C. Committees

Appointment of Committees. The Board may appoint one or more Board Committees by vote of the majority of Trustees. A Board Standing Committee will consist of not less

than two Trustees, who shall serve at the pleasure of the Board.

1. Authority of Board Committees. The Board may delegate to a Board committee any of the authority of the Board, except with respect to:
  - a. The election of Trustees.
  - b. Filling vacancies on the Board or any committee which has the authority of the Board.
  - c. The amendment or repeal of any Board resolution.
  - d. The amendment or repeal of Bylaws or the adoption of new Bylaws.
  - e. The appointment of other committees of the Board, or the members of the committees.
  - f. The expenditure of corporate funds to support a nominee for Trustee.
  - g. The approval of any self-dealing transaction, as defined by the California Nonprofit Public Benefit Corporation Law.

2. Procedures of Committees. The Board may prescribe the manner in which the proceedings of any Board Committee are to be conducted. In the absence of such prescription, a Board Committee may prescribe the manner of conducting its proceedings, except that the regular and special meetings of the Committee are governed by the provisions of these Bylaws with respect to the calling of meetings.

#### D. Standard of Care

1. Performance of Duties. Each Trustee shall perform all duties of a Trustee, including duties on any Board Committee, in good faith, in a manner the Trustee believes to be in the corporation's best interest and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.
2. Reliance on Others. In performing the duties of a Trustee, a Trustee shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, presented or prepared by:
  - a. One or more officers or employees of the corporation whom the Trustee believes to be reliable and competent in the matters presented;
  - b. Legal counsel, independent accountants or other persons as to matters that the Trustee believes are within that person's professional or expert competence; or

c. A Board Committee on which the Trustee does not serve, as to matters within its designated authority, provided the Trustee believes the Committee merits confidence and the Trustee acts in good faith, after reasonable inquiry when the need is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

3. Investments. In investing and dealing with all assets held by the corporation for investment, the Board shall exercise the standard of care described above and avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income, as well as the probable safety of the corporation's capital. The Board may delegate its investment powers to others, provided that those powers are exercised within the ultimate direction of the Board. No investment violates this section where it conforms to provisions authorizing such investment contained in an instrument or agreement pursuant to which the assets were contributed to the corporation.

#### E. Rights of Inspection

Every Trustee has the right to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation, provided that such inspection is conducted at a reasonable time after reasonable notice, and provided that such right of inspection and copying is subject to the obligation to maintain the confidentiality of the reviewed information, in addition to any obligations imposed by any applicable federal, state or local law.

#### F. Participation in Discussions and Voting

Every Trustee has the right to participate in the discussion and vote on all issues before the Board or any Board Committee, except as noted below:

1. A Faculty Representative shall not be present for the discussion and vote on any matter involving: (a) the performance evaluation or discipline of any administrator or faculty member; (b) administrator or faculty compensation; (c) Executive Sessions of the Board; or (d) any other matter at the discretion of a majority of the Trustees then present.

2. Any Trustee shall be excused from the discussion and vote on any matter involving: (a) a self-dealing transaction; (b) a conflict of interest, (c) indemnification of that Trustee; or (d) any other matter at the discretion of a majority of the Trustees then present.

#### G. Duty to Maintain Board Confidences

Every Trustee has a duty to maintain the confidentiality of all Board actions, including discussions and votes. Any Trustee violating this confidence may be removed from the

Board. Moreover, the Faculty or Parent Representative may be disciplined, including immediate dismissal, if Board information is disclosed without the Chair's prior approval.

## VI. OFFICERS

### A. Officers

The officers of the corporation consist of a President (hereinafter "Chair"), Vice President (hereinafter "Vice Chair"), a Secretary and a Chief Financial Officer (hereinafter "Treasurer"). The corporation also may have such other officers as the Board deems advisable.

1. Chair. Subject to Board control, the Chair has general supervision, direction and control of the affairs of the corporation, and such other powers and duties as the Board may prescribe. If present, the Chair shall preside at Board meetings.
2. Vice Chair. If the Chair is absent or disabled, the Vice Chair shall perform all the Chair's duties and, when so acting, shall have all the Chair's powers and be subject to the same restrictions. The Vice Chair shall have other such powers and perform such other duties as the Board may prescribe.
3. Secretary. The Secretary shall: (a) keep or cause to be kept, at the corporation's principal office, or such other place as the Board may direct a book of minutes of all meetings of the Board and Board Committees, noting the time and place of the meeting, whether it was regular or special (and if special, how authorized), the notice given, the names of those present, and the proceedings; (b) keep or cause to be kept a copy of the corporation's Articles of Incorporation and Bylaws, with amendments; (c) give or cause to be given notice of the Board and Committee meetings as required by the Bylaws; and (d) have such other powers and perform such other duties as the Board may prescribe.
4. Treasurer. The Treasurer shall: (a) keep or cause to be kept adequate and correct accounts of the corporation's properties, receipts and disbursements; (b) make the books of account available at all times for inspection by any Trustee; (c) deposit or cause to be deposited the corporation's monies and other valuables in the corporation's name and to its credit, with the depositories the Board designates; (d) disburse or cause to be disbursed the corporation's funds as the Board directs; (e) render to the Chair and the Board, as requested but no less frequently than once every fiscal year, an account of the corporation's financial transactions and financial condition; (f) prepare any reports on financial issues required by an agreement on loans; and (g) have such other powers and perform such other duties as the Board may prescribe.

**B. Election, Eligibility and Term of Office**

1. Election. The Board shall elect the officers annually at the Annual Meeting or a Regular Meeting designated for that purpose or at a Special Meeting called for that purpose, except that officers elected to fill vacancies shall be elected as vacancies occur.
2. Eligibility. A Trustee may hold any number of offices, except that neither the Secretary or Treasurer may serve concurrently as the Chair.
3. Term of Office. Each officer serves at the pleasure of the Board, holding office until resignation, removal or disqualification from service, or until his or her successor is elected.

**C. Removal and Resignation**

The Board may remove any officer, either with or without cause, at any time. Such removal shall not prejudice the officer's rights, if any, under an employment contract. Any officer may resign at any time by giving written notice to the corporation, the resignation taking effect on receipt of the notice or at a later date of specified in the notice.

**VII. NON-LIABILITY OF TRUSTEES**

The Trustees shall not be personally liable for the corporation's debts, liabilities or other obligations.

**VIII. INDEMNIFICATION OF CORPORATE AGENTS**

The corporation shall indemnify any Trustee, officer, employee or other agent of this corporation, who has been successful (1) on the merits in defense of any civil, criminal, administrative or investigative proceeding brought to procure a judgment against such person by reason of the fact that he/she is, or was, the corporation's agent, or (2) in defense of any claim, issue or matter therein. In such case, the corporation will provide indemnity against expenses actually and reasonably incurred by the person in connection with such proceeding.

If the corporate agent either settles any such claim or sustains a judgment against him/her, then indemnification against expenses, judgments, fines, settlements and other amounts reasonably incurred in connection with such proceedings shall be provided by this corporation but only to the extent allowed by law.

**IX. INSURANCE FOR CORPORATE AGENTS**

The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Trustee, officer, employee or other agent of the corporation, against any liability other than for violating provisions of law relating to self-dealing asserted against

or incurred by the agent in such capacity or arising out of the agent's status as such.

## **X. SELF-DEALING TRANSACTIONS**

The corporation shall not engage in any self-dealing transactions, except as approved by the Board. "Self-dealing transaction" means a transaction to which the corporation is a party in which one or more of the Trustees has a material financial interest ("interested Trustee(s)"). Notwithstanding this definition, the following transactions are not self-dealing transactions, and are subject to the Board's general standard of care:

1. The Board's action of fixing a Trustee's compensation as Chief Executive Officer or corporate officer; or
2. A transaction which is part of a public or charitable program of the corporation, if the transaction (a) is approved or authorized by the Board in good faith and without unjustified favoritism, and (b) results in a benefit to one or more Trustees or their families because they are in a class of persons intended to be benefited by the program;

## **XI. OTHER PROVISIONS**

### **A. Fiscal Year**

The fiscal year of the corporation begins on July 1 of each year and ends on June 30 of the following year.

### **B. Execution of Instruments**

Except as otherwise provided in these Bylaws, the Board may adopt a resolution authorizing any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of or on behalf of the corporation. Such authority may be general or confined to specific instances. Unless so authorized, no officer, agent or employee shall have any power to bind the corporation by any contract or engagement, to pledge the corporation's credit, or to render it liable monetarily for any purpose or any amount.

### **C. Checks and Notes**

Except as otherwise specifically provided by Board resolution, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation may be signed by the Chair, Treasurer or CEO.

### **D. Construction and Definitions**

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the Texas Education Code or laws governing 501 C (3)

corporations shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, words in these Bylaws shall be read as the masculine or feminine gender, and as the singular or plural, as the context requires, and the word "person" includes both a corporation and a natural person. The captions and headings in these Bylaws are for convenience of reference only and are not intended to limit or define the scope or effect of any provisions.

#### E. Conflict of Interest

Any Trustee, officer, key employee, or committee member having an interest in a contract, other transaction or program presented to or discussed by the Board or Board Committee for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction which might reasonably be construed to be adverse to the corporation's interest. The body to which such disclosure is made shall thereupon determine, by majority vote, whether the disclosure shows that a conflict of interest exists or can reasonably be construed to exist. If a conflict is deemed to exist, such person shall not vote on, nor use his or her personal influence on, nor be present during in the discussion or deliberations with respect to, such contract or transaction (other than to present factual information or to respond to questions prior to the discussion). The minutes of the meeting shall reflect the disclosure made, the vote thereon and, where applicable, the abstention from voting and participation. The Board may adopt conflict of interest policies requiring:

1. Regular annual statements from Trustees, officers, key employees to disclose existing and potential conflict in interest; and,
2. Corrective and disciplinary actions with respect to transgressions of such policies.

For the purpose of this section, a person shall be deemed to have an "interest" in a contract or other transaction if he or she is the party (or one of the parties) contracting or dealing with the corporation, or is a director, trustee or officer of, or has a significant financial or influential interest in the entity contracting or dealing with the corporation.

#### F. Interpretation of Charter

Whenever any provision of these Bylaws are in conflict with the provisions of the Charter, the provisions of these Bylaws control.

## **XII. AMENDMENT**

A majority of the Trustees may adopt, amend or repeal these Bylaws.

**ATTACHMENT #4**  
**Biographical Affidavits for each member of the governing Board of the sponsoring  
entity**



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

Full Name of Sponsoring Entity and Name of Proposed Charter School: SALVAGING TEENS AT RISK, INC. DBA  
The Education Center

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): Nickie George Farley

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 NICK

3. Social Security Number\*: 

4. Date and Place of Birth:  LEACHVILLE, ARKANSAS

5. Business Address: 9736 North MAIN, The Colony TX 75056

Business Telephone: (972) 370-1250 CELL (214) 923-6660  
(214)

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
<u>3/00</u>	<u>9146 LONESOME DOVE,</u>	<u>LITTLE ELM, TX</u>	<u>75068</u>
<u>9/99</u>	<u>218 KING</u>	<u>LITTLE ELM, TX</u>	<u>75068</u>
<u>3/97</u>	<u>580 KENT</u>	<u>Lewisville, TX</u>	<u>75067</u>
<u>3/94</u>	<u>4000 ACE LANE</u>	<u>Lewisville, TX</u>	<u>75067</u>
<u>10/91</u>	<u>23111 WYLOWOOD</u>	<u>LITTLE ROCK, AR</u>	<u>72211</u>
<u>9/82</u>	<u>1215 MARLIN</u>	<u>LITTLE ROCK</u>	<u>72204</u>

7. Education: Dates, Names, Locations and Degrees

College UNIVERSITY OF CENTRAL ARKANSAS  
CONWAY, ARK. BSE

Graduate Studies Covington Theological Seminary  
Rossville, GA.

00129

Liberty University - 12 hours no Consulting

8. List Membership in Professional Societies and Associations: NO

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

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

DATES	EMPLOYER	ADDRESS	TITLE
5/80	S. Hart Refinery, Inc.	P.O. Box 213344	General Manager
5/79	Franklin Refinery	1797 S. ...	...
3/74	School of ...	...	...
7/82	St. James Baptist Church	...	...
2/80	First Baptist Church	...	...

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): NO

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: \_\_\_\_\_

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: I will serve as 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 2 day of APRIL, 2000, at 6:00 P.M.

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.

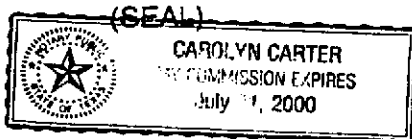
Nickie G. Farley  
(Signature of Affiant)

State of TEXAS  
County of Denton

Personally appeared before me the above named Nickie George Farley 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 2 day of April, 19 2000

Carolyn Carter  
(Notary Public)  
My commission expires 7-31-2000



00131

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: SALVAGING TEENS AT RISK, INC. DBA THE EDUCATION CENTER

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): Gregory Sheffield Delk

2. Have you ever had your name changed? No If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female) \_\_\_\_\_

c. Other names used at any time \_\_\_\_\_

3. Social Security Number\*: [REDACTED]

4. Date and Place of Birth: [REDACTED] Baton Rouge, Louisiana

5. Business Address: 717 S. Greenville Ave., #103, Allen, TX 75002  
Business Telephone: (214) 495-9988

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
1987 to Present	609 Willow Oak	Allen, TX	75002

7. Education: Dates, Names, Locations and Degrees

College University of Arkansas at Little Rock

Graduate Studies \_\_\_\_\_

Others \_\_\_\_\_

APPLICATION

8. List Membership in Professional Societies and Associations: Texas Society of CPAs,  
American Institute of CPAs, Institute of Certified Financial Planners

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
See attached			

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: None

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): \_\_\_\_\_

See attached

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: Nominal fees for tax return preparation

APPLICATION

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: I was a Plaintiff in a small claims suit seeking fees billed. Suit was settled.

Dated and signed this 21<sup>st</sup> day of March 2008, at Collin County Texas / Superior Hearing

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.

Gregory S. Dalk  
(Signature of Affiant)

State of Texas  
County of Collin

Personally appeared before me the above named Gregory S. Dalk 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 21<sup>st</sup> day of March, 20 08



Janie Medley  
(Notary Public)  
My commission expires Oct. 14, 2002  
Janie Medley

Appendix VI

**Attachment to the Texas Education Agency Application  
For Salvaging Teens At Risk, Inc.**

**Answer to Question 10 regarding past employment:**

1980-1986 Student

1986-1986 Pingleton & Associates, PC, CPAs, 8950 Spur 33, Frisco, TX, Staff Accountant

1986-1987 Foleys Department Store, Valley View Shopping Center, Dallas, TX, Cash Office Manager

1987-1989 Newton Buckley, CPA, P.O. Box 3, Allen, TX 75013, Staff Accountant

1989-1992 Tudor, Nelms & Wall, LLC, CPAs, 4851 LBJ Freeway, Suite 700, Dallas, TX, Manager

1992-1994 Mayrath Seal & Co., CPAs, 13612 Midway Rd., Dallas, TX, Manager

1994-1995 Cain, Simmons & Watters, PC., CPAs, 1480 Pederson Ln., Dallas, TX, Manager

1995-1996 Tudor, Nelms & Wall, LLC, CPAs, 4851 LBJ Freeway, Suite 700, Dallas, TX, Manager

1996-1999 Buckley & Delk, LLP, CPAs, P.O. Box 3, Allen, TX 75013, Partner

1999-Present Gregory S. Delk, CPA, CFP, 717 S. Greenville Ave, Suite 103, Allen, TX 75002, Owner

**Answer to Question 13 regarding professional licenses:**

Certified Public Accountant #049953, Issued by Texas State Board of Public Accountancy, Original issue year 1989

Certified Financial Planners #059573, Issued by Certified Financial Planner Board of Standards, Original issue year 1998

Group I Insurance License, Issued by Texas Department of Insurance, Original issue year 1999

Variable Contract Insurance License, Issued by Texas Department of Insurance, Original issue year 2000

Series 7 General Securities License, Issued by National Association of Securities Dealers, Original issue year 2000

Series 66 State Securities License, Issued by National Association of Securities Dealers, Original issue year 2000

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: SALVAGING TEENS AT RISK, INC.  
THE EDUCATION CENTER

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): Weldon Fate Corbell
2. Have you ever had your name changed? NO If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female) \_\_\_\_\_

c. Other names used at any time \_\_\_\_\_

3. Social Security Number\*: [REDACTED]

4. Date and Place of Birth: [REDACTED]

5. Business Address: P.O. Box 388 Little Elm Tx 75068  
Business Telephone: 972-292-1886

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

DATE-S	ADDRESS	CITY AND STATE	ZIP CODE
<u>9-2000</u>	<u>305 Peninsula</u>	<u>Lakewood Village</u>	<u>-</u>
	<u>P.O. BOX 388</u>	<u>LITTLE ELM TX</u>	<u>75068</u>
<u>Same Address since July 1984</u>			

7. Education: Dates, Names, Locations and Degrees

College East Texas State, A.M. University  
B.S. - 1947 - M.S. 1951

Graduate Studies 1960 - 1981 - East Tex A.M. Commerce Tx

Others Texas A.M. Univ. Texas



8. List Membership in Professional Societies and Associations: Texas ASSO. School Admi.  
Texas Asso. Community Schools Texas Asso. School Principals

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
8-8-2000	Retired		
7-1-84 To 8-8-2000	Insurance		Broker
7-1-81	Tex Asso. Community Schools	Austin Tex	ASSIST. Director
7-1-74	Little ISD	Little Elm Tex	Supt of Schools
7-1-68	Trinidad ISD	Trinidad TX	Supt of Schools

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: 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): Insurance license Tex

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 9 day of August,  
19 2000, at Little Elm

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.

Milton Corbell  
(Signature of Affiant)

State of Texas  
County of Denton

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 9th day of August, 19 2000

Tabatha Polley  
(Notary Public)  
My commission expires 02-07-04

(SEAL)



Appendix VI

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: Safeguarding Texas At Risk, Inc.  
THE EDUCATION CENTER

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): GLINDA GAIL SHAFFER

2. Have you ever had your name changed? NO if yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female) Smith  
c. Other names used at any time \_\_\_\_\_

3. Social Security Number: [REDACTED]

4. Date and Place of Birth: October 29, 1957 Cleveland, Miss

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>1986 Present</u>	<u>5117 Stanley Drive</u>	<u>The Colony, Tx</u>	<u>75056</u>

7. Education: Dates, Names, Locations and Degrees

College Texas Woman's University, Denton, Tx BS-1984

Graduate Studies Texas Woman's University - Master of Arts - 1989

Others \_\_\_\_\_

00139

8. List Membership in Professional Societies and Associations: \_\_\_\_\_

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
1979-1983	Dr Johnny Henry	5459 Harry Hines Dallas	DR's OFFICE MGR
1983-1986	Dallas County	Mental Health/Mental Retardation	Dallas Tx Program Dir
1986-1987	Tx Dept of Human Services	McKinney, Tx	Eligibility Specialist
1987-1992	Collin County MHMR	McKinney, Tx	CASE manager, Public School Liaison
1992-Present	McKinney Independent School Dist.	8120111 St. McKinney	Counselor Specialist

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

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

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

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? \_\_\_\_\_  
If yes, give details: \_\_\_\_\_

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

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: \_\_\_\_\_

00140

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 11 day of August, 18 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.

Glenda Shafer  
(Signature of Affiant)

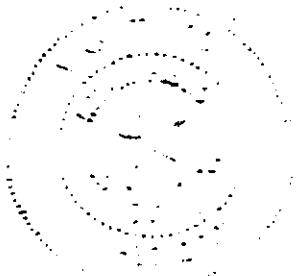
State of Texas  
County of Cook

Personally appeared before me the above named GLANDA SHAFER, 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 11 day of August, 18 2000

W. Travis Twigg  
(Notary Public)  
My commission expires 11-20-2001

(SEAL)



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

Full Name of Sponsoring Entity and Name of Proposed Charter School: SALVAGING TEENS AT RISK, INC  
THE EDUCATION CENTER

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 ELIZABETH JAMES BLAIR WAT  
2. Have you ever had your name changed? No If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female) JAMES  
c. Other names used at any time \_\_\_\_\_

3. Social Security Number\*: [REDACTED]

4. Date and Place of Birth: [REDACTED] DALLAS, TEXAS

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
8/91 - CURRENT	7008 SAMPLE	THE COLONY, TX	75056
5/90 - 7/91	5200 MEADOWCREEK	DALLAS, TX	

7. Education: Dates, Names, Locations and Degrees

College \_\_\_\_\_

Graduate Studies \_\_\_\_\_

Others TEXAS MUNICIPAL LEAGUE 1994-1999

8. List Membership in Professional Societies and Associations: \_\_\_\_\_

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
5/97 - 5/99	CITY OF THE COLONY, TX		MAYOR
5/95 - 5/97	" "	" "	AT-LARGE COUNCILMEM
95 - 98	THE COLONY ECONOMIC DEVELOPMENT CORP		DIRECTOR
79 - 94	SCHENCK-SANFORD SOUTHWEST	DALLAS	

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

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: AS MAYOR, LAWSUITS AGAINST THE CITY NAMED ME

Dated and signed this 14<sup>TH</sup> day of August, ~~19~~ 2000, at \_\_\_\_\_

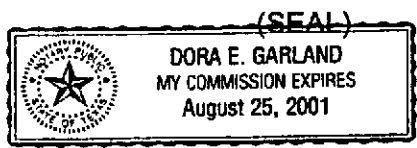
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.  
Mary Watts  
(Signature of Affiant)

State of Texas  
County of Denton

Personally appeared before me the above named Mary Watts 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 14<sup>TH</sup> day of August, 19 2000

Dora Garland  
(Notary Public)  
My commission expires 8-25-01



Appendix VI



**ATTACHMENT #5**  
**Financial History**

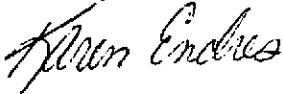
**GNB****GUARANTY NATIONAL BANK**

April 3, 2000

To Whom it May Concern:

The Education Center has had a good account with Guaranty National Bank since May 18, 1999. The average balance on this account is \$24,174.00. This account does not issue NSF checks and has not had any overdrafts. We consider them to be a valued customer. Please do not hesitate to call if you should require additional information.

Sincerely,



Karen Endres  
Assistant Branch Manager

00146

**GAINESVILLE**  
100 E. California  
P.O. Box 867  
Gainesville, TX 76241  
Ph. (940) 668-8531  
FAX (940) 668-2355

**VALLEY VIEW**  
N. Frontage Rd. I-35  
P.O. Box 129  
Valley View, TX 76272  
Ph. (940) 726-3232  
FAX (940) 726-3274

**SANGER**  
100 Exchange Blvd.  
P.O. Box 128  
Sanger, TX 76266  
Ph. (940) 458-7404  
FAX (940) 458-3536

**THE COLONY**  
4400 Main Street  
The Colony, TX 75056  
Ph. (972) 625-2002  
FAX (972) 625-1913

**MUENSTER**  
1000 E. Division, Suite A  
P.O. Box 117  
Muenster, TX 76252  
Ph. (940) 759-5000  
FAX (940) 759-4622

**THE COLONY @ WAL-MART**  
4691 State Hwy. 121  
The Colony, TX 75056  
Ph. (972) 624-0321  
FAX (972) 624-0187

The Education Center  
at The Colony

June 1999 - June 2000 Financial Report

	Jun-99	Jul-99	Aug-99	Sep-99	Oct-99	Nov-99	Dec-99	Jan-00	Feb-00	Mar-00	Apr-00	May 200	Jun-00	TOTAL YTD
<b>Income:</b>														
Retail	\$32.00	\$32.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64.00
Sales Tax	\$2.64	\$2.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5.28
Tuition	\$2,712.25	\$4,865.95	\$12,357.96	\$7,999.40	\$8,501.20	\$7,890.00	\$7,287.50	\$8,167.50	\$8,765.00	\$7,026.25	\$6,660.00	\$11,065.00	\$2,120.00	\$95,418.00
Registration	\$125.00	\$1,750.00	\$3,000.00	\$1,397.50	\$1,355.00	\$125.00	\$325.00	\$450.00	\$0.00	\$387.50	\$75.00	\$100.00	\$225.00	\$9,315.00
Miscellaneous	\$7,340.90	\$70.00	\$149.99	\$721.50	\$174.50	\$100.00	\$40.00	\$50.00	\$20.00	\$70.00	\$0.00	\$0.00	\$101.26	\$8,838.16
<b>Total Income</b>	<b>\$10,212.79</b>	<b>\$6,720.59</b>	<b>\$15,507.94</b>	<b>\$10,118.40</b>	<b>\$10,030.70</b>	<b>\$8,115.00</b>	<b>\$7,652.60</b>	<b>\$8,667.50</b>	<b>\$8,785.00</b>	<b>\$7,483.75</b>	<b>\$6,735.00</b>	<b>\$11,165.00</b>	<b>\$2,448.26</b>	<b>\$113,640.43</b>
<b>Expenses:</b>														
Rent & Utilities & Insurance	\$1,953.31	\$1,588.31	\$114.21	\$2,782.63	\$776.23	\$1,831.42	\$1,280.39	\$1,595.62	\$1,309.05	\$1,251.88	\$1,982.96	\$1,512.66	\$1,366.18	\$10,344.85
Office Supplies, Curriculum	\$123.55	\$138.92	\$866.85	\$1,042.02	\$343.54	\$200.61	\$146.55	\$131.60	\$104.22	\$128.45	\$122.54	\$167.92	\$192.79	\$3,709.58
Promotion, Advertising	\$0.00	\$255.00	\$98.40	\$62.30	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$136.00	\$0.00	\$0.00	\$601.70
Building Materials	\$376.01	\$55.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90.00	\$0.00	\$0.00	\$0.00	\$0.00	\$521.84
Credit Card	\$102.00	\$0.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,500.00	\$1,000.00	\$1,400.00	\$1,652.89	\$343.37	\$0.00	\$1,136.88	\$14,136.14
Loan Payment	\$552.70	\$276.35	\$276.35	\$276.35	\$276.35	\$276.35	\$276.35	\$276.35	\$276.35	\$0.00	\$552.70	\$3,153.48	\$0.00	\$6,468.88
General (NSF, REFUND, Legal)	\$0.00	\$0.00	\$0.00	\$617.00	\$157.50	\$0.00	\$772.50	\$0.00	\$300.00	\$392.80	\$0.00	\$0.00	\$749.65	\$2,869.45
Gross Payroll	\$0.00	\$1,600.00	\$3,400.00	\$3,600.00	\$3,600.00	\$3,600.00	\$6,500.00	\$3,600.00	\$3,440.00	\$2,880.00	\$2,880.00	\$2,880.00	\$6,368.00	\$44,348.00
Employer FICA	\$0.00	\$0.00	\$0.00	\$0.00	\$890.10	\$275.40	\$275.40	\$863.04	\$275.40	\$263.16	\$488.16	\$220.32	\$220.32	\$3,771.30
<b>Total expenses</b>	<b>\$3,107.57</b>	<b>\$3,914.21</b>	<b>\$6,755.81</b>	<b>\$10,380.30</b>	<b>\$8,043.72</b>	<b>\$7,183.78</b>	<b>\$10,801.19</b>	<b>\$7,486.81</b>	<b>\$7,195.02</b>	<b>\$6,568.18</b>	<b>\$8,505.73</b>	<b>\$7,934.38</b>	<b>\$10,033.83</b>	<b>\$85,891.33</b>
														Bal 6/30/00
														\$113,640.43
														<u>\$85,891.33</u>
														\$17,748.10

**ATTACHMENT #6**  
**Charter School Public Meeting**  
**Copy of the Notice for the Meeting**  
**The Registration Logs**  
**Synopsis of the Public Meeting**

The Education Center  
7336 N. Main Street  
The Colony, Texas 75056

A public informational meeting concerning filing an application for an Open-Enrollment Charter School will be held at The Education Center on January 10, 2000, at 7:00 P.M. The public is cordially invited to attend.

**Family Educational Rights and Privacy Act Protected Material**

1 page has been withheld

**PLEASE NOTE: Public hearing sign-in sheets have been removed from the responsive material. These sign-in sheets 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).**

The Education Center  
7336 N. Main Street  
The Colony, Texas 75056

A public informational meeting concerning filing an application for an Open-Enrollment Charter School through The Education Center at The Colony will be held at Living Word Baptist Church in Little Elm, Texas, on January 12 at 7:00 P.M. The public is cordially invited to attend.

**Family Educational Rights and Privacy Act Protected Material**

2 pages have been withheld

**PLEASE NOTE: Public hearing sign-in sheets have been removed from the responsive material. These sign-in sheets 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).**



**SYNOPSIS OF THE PUBLIC MEETINGS  
CONCERNING THE EDUCATION CENTER**

Two public informational meetings were conducted with one being in The Colony on January 10, 2000 at The Education Center and the other being at the Living Word Baptist Church in Little Elm on January 12, 2000. The topics of discussion were basically the same at both meetings. These included:

- The definition of a charter
- The difference between a regular public school and a public charter school
- The difference between regular schools and The Education Center
- The educational plan of the school
- The 75% rule
- The identifying characteristics of an at-risk student
- The governance of the future school
- How those present could help in the application process with letters and petitions
- School rules, dress codes, etc.
- Various questions were asked by those in attendance at the meetings and answers were provided.

**ATTACHMENT #7**  
**Newspaper Publication**



**AFFIDAVIT OF LEGAL NOTICE**

I Darla Bishop, Account Representative of The Colony Courier - Leader, a newspaper printed in the English language in Denton County, State of Texas, do hereby certify that this notice was published in The Colony Courier - Leader on the following dates, to-wit

March 30, 2000

Darla Bishop

Sheila Kline

Account Representative of The Colony Courier - Leader

Notary Public, State of Texas

Subscribed and sworn to this

30 day of 03, 19 2000



**ADVERTISEMENT FOR BIDS**

Sealed proposals addressed to the City of Mesquite, Texas will be received at the office of Ms. Michele Brand, Purchasing Agent, 1515 North Galloway Avenue, until **2:00 p.m. on April 11, 2000, for BARNES BRIDGE TANK IMPROVEMENTS.**

As set forth in the plans and specifications, the project will include (for both the 5MG tank and the 2MG tank) the construction of overflow structures and modifications, hatch replacement, roof repairs and coating, and site grading.

A pre-bid conference will be held at **2:00 p.m. on April 4, 2000**, at the Barnes Bridge Tank Site located on Barnes Bridge Road southwest of Ferguson Road. In the case of inclement weather, the pre-bid conference will be held at the Engineering Division's conference room at 1515 N. Galloway Avenue, Mesquite, Texas.

Bidders shall submit with their bids a Cashier's or Certified Check or a Bid Bond from a reliable surety company in the amount of five percent (5%) of bid as a guarantee the Bidder will enter into a contract and execute bond and guarantee forms provided within ten (10) days after notice of award of contract to him.

Instructions to bidders, proposal forms, plans and specifications may be obtained from the City of Mesquite for a refundable fee of \$50.00 per set as stipulated in the General Provisions (GP 2.1). Instructions to bidders, proposals forms, plans and specifications may be viewed without charge at the office of Kirmley-Horn and Associates, Inc. or at the office of Mr. Earl Deland, Manager of Engineering Services, at the Municipal Center, 1515 N. Galloway, Mesquite, Texas, 75149.

CITY OF MESQUITE, TEXAS  
/s/ Ellen Williams - City Secretary  
CITY CONTRACT NO. 2000-105

**Advertisement for Bids**

Sealed bids addressed to the Mayor and City Council of the City of Mesquite, Texas, will be received at the office of Ms. Michele Brand, Purchasing Agent, until **April 13, 2000 @ 2:00 P.M.**, for the construction of the US Highway 80 Sanitary Sewer Replacement in the City of Mesquite, as set forth in the Plans and Project Manual.

- 424 LF 8" PVC Sanitary Sewer Main
- 2 EA 4' Dia. Precast Manhole
- 1 EA 5' Dia. Drop Manhole
- 150 SY Hydromulching Seeding
- 40 SY Concrete Pavement Replacement
- 225 LF 6" Reinforced Concrete Curb & Gutter

A pre-bid conference will be held on **April 6, 2000, 2:00 P.M.**, at Mesquite Municipal Center in the Engineering Division Conference Room, 1515 North Galloway, Mesquite, Texas.

Bidders shall submit with their bids a Cashier's Check or a Bid Bond from an acceptable Surety Company as defined under the General Conditions in the amount of five (5%) percent of bid as a guarantee the Bidder will enter into a contract and execute bond and guarantee forms provided within ten (10) days after notice of award of contract to him.

Instructions to Bidders, Bid Forms, Plans and Specifications may be obtained from the office of the Engineering Manager, at 1515 North Galloway, Mesquite, Texas, 75149, upon the deposit of Fifty Dollars (\$50.00). Deposit checks are not transferable from one project to another.

The right is reserved by the City of Mesquite to reject any and all proposals.

CITY OF MESQUITE, TEXAS  
/s/ Ellen Williams  
City Secretary  
CITY PROJECT NO. 2000-101

Sealed bids, in duplicate, addressed to Robert S. Sparkman, Purchasing Agent City of the Colony, Texas, 6800 Main Street, The Colony, Texas 75056-1133 will be received until 3:00 P.M., local time, Tuesday, April 14, 2000 for the following:

**LAGOON RENOVATION  
BID #51-00-11-LAGOON**

Bidders are required to submit, along with the bid, a Cashier's Check or Bid Bond (from a Surety licensed to do business in the State of Texas), in an amount not less than five (5%) percent of the greatest amount bid.

Successful bidder will be required to furnish Payment, Performance Bonds, for 100% of the greatest amount bid, from a Surety licensed to do business in the State of Texas, within ten (10) days of the bid award.

Any questions concerning the bid process may be directed to Robert Sparkman, Purchasing Agent at 972/ 625-1756 ext. 249. Any technical questions may be directed to Ms. Elise Knox at (972) 625-2225.

Bid File # 51-00-11-LAGOON

**PUBLIC NOTICE**

THE FOLLOWING VEHICLES ARE IMPOUNDED AT: CHAPARRAL AUTO PARTS INC. (VSF# 0507050). THE OWNERS AND LIENHOLDERS OF THESE VEHICLES HAVE A RIGHT TO RECLAIM THEM WITHIN 20 DAYS UPON PAYMENT OF ALL CHARGES RESULTING FROM THEIR PLACEMENT IN STORAGE. PURSUANT TO THE TEXAS TRANSPORTATION (CODE SEC. 683.014, 683.015.). FAILURE TO CLAIM THESE VEHICLES WILL WAIVE ALL RIGHTS TO THEM AND THEY WILL BE SOLD AT AUCTION ON APRIL 27, 2000 AT 10:00 AM. STORED AT 23443 KING RD. FRISCO, TX 75034 (972) 294-8699.

**VEHICLES AS FOLLOWED:**

YEAR	MAKE/MDL	VIN#	LP#
1986	PONT/4DR	1G2NV89U1GC620708	ZNZ95L
1984	CHEV/S10	1GCC91487E8204389	0889SJ
1986	CHEV/PU	1GCDC14H5GS167385	KT6675
1998	HYUN/4DR	KMHJF24MXWU725260	C05CJF
1980	PLY/2DR	1H24KA4407371	SXM45R
1991	PLY/4DR	1P3XP48D8MN565663	CWH37K
1989	CHEV/2DR	1G1FP21S7KL201986	G77RYY
1986	HOND/4DR	1HGBA7439GA093519	F26JJZ

PURSUANT TO SEC 505 OF THE TEXAS LITTER ABATEMENT ACT (ART) 4477-98 (CLOSED) THIS NOTICE IS GIVEN IN COMPLIANCE WITH THE VEHICLE STORAGE FACILITY ACT 9987-A9 CHAPTER 79.9B

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

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

The nonprofit corporation is called Salvaging Teens At Risk, Inc. with Nickie George Farley serving as the Chief Executive Officer of the school. Board members include Joseph Thomas Garland and Gregory Sheffield Deik. Other members will be elected from the communities of Little Elm and The Colony. The school will serve grades 6-12 and provide diagnostically prescribed personalized education for up to 100 students. Proposed opening date is August 2000.

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

Charo. Sat  
8:00 a.m. - 1

APPLICATION

PURSUAN  
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- 3. 22335
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- 5. 22370
- 6. 22382
- 7. 22383
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- 11. 22440
- 12. 22449
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- 14. 22474
- 15. 22478
- 16. 22494
- 17. 22496
- 18. 22506
- 19. 22537
- 20. 22551
- 21. 22556
- 22. 22566
- 23. 22601
- 24. 22605
- 25. 22608
- 26. 22609
- 27. 22623
- 28. 22638

**IMP.#**

- 1. 20859
- 2. 22324
- 3. 22338
- 4. 22352
- 5. 22354
- 6. 22356
- 7. 22360
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- 32. 22615
- 33. 22611
- 34. 22633

# The Little Elm Journal

## AFFIDAVIT OF LEGAL NOTICE

I, Darla Bishop, Account Representative of the Little Elm Journal, a newspaper printed in the English language in Denton County, State of Texas, do hereby certify that this notice was published in the Little Elm Journal on the following dates, to-wit

April 5, 2000

Darla Bishop

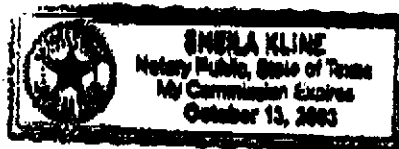
Account Representative of the Little Elm Journal

[Signature]

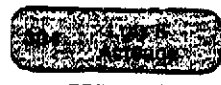
Notary Public, State of Texas

Subscribed and sworn to this

25 day of 04, 19 2000



APPLICATION



**FOR SALE GREAT HORSE PROPERTY**

25 acres and 3 bedroom/ 2 bath brick home, sandy soil, trees, coastal, pond, 2 wells, 30x50 shop, 2 implement sheds, 2 barns, working pens, approximately 2,000 feet of pipe and cable fence, good gravel, CR frontage

**ASSUMABLE LOAN**  
Take over payments, #999 Redman 14x48 located in Lewisville. Call Jeff at 1-800-633-5339 extension 239. Reference Number 25342630

**ASSUMABLE LOAN/**  
Take over payments, 1997 Redman, 16 x 76, three bedroom, two bath, Dallas area, call Chris for over the phone financing at 1-800-633-5339 extension 261. Reference Number 25341890

**ASSUMABLE LOAN**  
Take over payments, 1998 Schult 28x51. Can be moved to park or private property. Call Jeff for over the phone financing at 1-800-633-5339 extension 239. Reference Number 25332758.

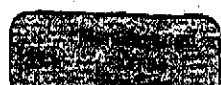
**ASSUMABLE LOAN/**  
Take over payments, 1998 Fleetwood, 18 x 76, three bedroom, two bath, Dallas area, call Chris for over the phone financing at 1-800-633-5339 extension 251. Reference Number 25339629.

**ASSUMABLE LOAN/**  
Take over payments, 1998 Town and Country, TC, 28 X 48, Coll Dale, (Mesquite area), for over the phone financing at 1-800-633-5339 extension 260. Reference Number 25336332.

**ASSUMABLE LOAN/**  
Take over payments, 1992 Palm Harbor, Harbor House, 28 x 61, call Dale (Royse City - must move) for over the phone financing at 1-800-633-5339 extension 260. Reference Number 25315837.

**ASSUMABLE LOAN/**  
Take over payments, 1996 Fleetwood/ Greenwood model, 4 - 3, 28 X 75, Coll Dale, (Lewisville area), for over the phone financing at 1-800-633-5339 extension 260. Reference Number 25328849.

**BRAND NEW**  
2000 square foot, 4 bedroom, 2 bath, Palm Harbor for \$54,900- limited time offer. 1-800-497-7718.



**ASSUMABLE LOAN/**

Take over payments, 1995 American Home Star, three bedroom, two bath, 28X 52, Coll Dale. (Lake Lavon Highlands area), for over the phone financing at 1-800-633-5339 extension 260. Reference Number 25342100.  
**Home Buyers Program, 1-888-904-6639**

**STOP PAYING RENT!!**  
Government loans- call for details, 1-800-497-7718.

**TOWN & COUNTRY**  
New 3 bedroom, 2 bath, plywood floors, all appliances, set-up and air, \$29,995.  
**1-888-904-6639.**



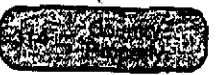
**FREE GOLF**  
Homes from the 90's! 40 miles north of Dallas. Free golf, no trail fees, tennis, fishing, boating and gated community.  
**Lake Kiowa Realty 1-800-623-6734 www.lakekiowa.com**

**North Dallas LAKE LEWISVILLE**  
Lakofront and lakeview lots. Close-in near Plano. Elegant gated community of custom homes. Superb views, sunsets and waterfront. 3 years to build. Low cost financing. 972-825-5558.

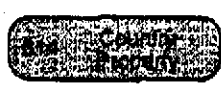
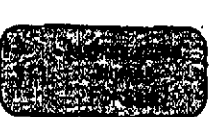


**Lake Whitney. Great fishing and camping. Can build on lot. \$15,900.**

**972-442-2177**



**TAKE A LOOK AT THIS! www.pilotpoint.com**



**\*\*\*\*\* REDUCED TO \$249,900**

Four bedroom home with guest quarters. Only 3 years old. On 2+ acres, adjacent to Highway 75... 20 minutes north of Plano. Realtor, 972-346-3333 or 972-562-1262. 972-566-0047



**ROWLETT**  
Nonqualifying Assumable Three bedrooms, two and one-half bath, two fireplaces, loft office, privacy deck, two car garage, 8 foot wood privacy fence. Must see. Priced to sell! 972-475-8406.

**SEAGOVILLE**  
3 bedroom, 2 bath, double garage plus 2 car carport. 2,130 square foot living area, all large rooms, corner lot. Frame. \$88,500. 972-287-4903.



**By Owner**  
Custom four bedroom, two and one-half bath, two car garage, three living areas. Large corner lot. Crown molding, window treatments and plantation shutters throughout. \$179,900. 972-727-6947.

**FOUNTAIN PARK**  
4 bedroom, 2 bath, double garage, updated home. Nice landscaping. Sunroom, woodburning fireplace, lots of storage. \$128,000. 972-390-2287.

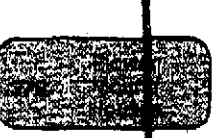
**IMMACULATE**  
3 bedroom, 2 bath, 2 car garage in Twin Creeks, soaring ceilings, split master suite, island kitchen, hardwood floors, extensive built-ins and moldings, premium cul-de-sac lot. Offered at \$191,500. Re/Max, 1-800-850-8076 extension 5144.



**BY OWNER**  
West Plano, Mapco 658A



**LIGHT, BRIGHT AND OPEN**  
in Corinth. 3 bedroom, 2.5 bath home in great neighborhood. New berber carpet, tile and paint last 6 months. New roof in 1999. Walking distance to elementary school and playground. Great buy!! Marvin Banks, 972-681-1574, Prudential Texas Properties



**Open House**  
3501 ARBOR CREEK LANE Sunday, 1:00 - 5:00  
1/2 acre in Wellington. Hardwood floors, open plan, 3 bedroom, 2 bath, single story, upgrades, community center access. Walk to schools. 972-691-2169.

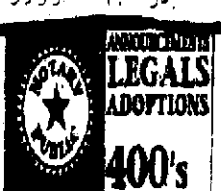


**Balch Springs**  
**Must see! By Owner**  
3 bedroom, 1 bath, 1 car garage, brick, newly redone inside and out, \$82,500 firm, 14309 Cimarron, 972-279-6447.

**THREE BEDROOM,**  
1 1/2 bath, one car garage, brick, needs redo, \$90,000 firm, 2820 Eastbrook, 972-279-6447.

**3001 COLONY DRIVE MESQUITE, 75150**  
3 bedroom, 2 bath, 2 garage. All brick exterior, huge lot, 300 foot deck with above ground pool, \$99,000. Contact Gina or Robert 214-770-4443

**FOR SALE BY OWNER.**  
103 N. Carriage House Way  
Open House (April 8th)  
2:00 to 5:00 PM  
3 bedroom, 2 bath, 2 car garage, formal dining, 2 living areas, with office. 1925 square feet. \$124,900 972-442-8764



**American Stroke**

Elm Town Hall, located at 104 Handwicke Lane, Little Elm, Texas or by calling 972-294-1821.

The Town of Little Elm reserves the right to reject any and all bids, waive informalities, or proceed with the project without notice to the Town.

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

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

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

**ADVERTISEMENT OF BID**

1. Sealed bids addressed to the City of Lakewood Village, Texas (the "Town") for bituminous surface treatment for existing streets to include: 1) cut back grass and vegetation from road shoulders to achieve proper width 2) sweep roadways as necessary to accept surface treatment 3) load from transport AC-15TR Tarmac and apply at proper rate as directed 4) load, haul, and distribute rock chips cover stone for wearing surface as required 5) oil and broom as required 6) excavate as required in designated failed areas to necessary depth 7) compact sub base in failed areas 8) furnish and apply tack coat 9) furnish and install hot mix H-MAC and roll to completed finish 10) furnish 150 tons of H-MAC in accordance with the plans, specifications, and contract documents prepared by the City of Lakewood Village, will be received at the office of the City Secretary, Dawn Bondziak, 100 S. Highridge Drive, Lakewood Village, Texas on May 1, 2000 at or before 2:00 p.m., and the bids properly submitted will be opened and read aloud immediately after that time. Any bids received after that closing time will be returned unopened.

2. The Contractor shall identify the Contractor's bid on the outside of the envelope by writing the name of the Contractor and the words "BID - LAKEWOOD VILLAGE ROAD MATERIAL."

3. Bids shall be accompanied by a cashier's check or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the City of Lakewood Village, or a bid bond in the same amount from a reliable surety company licensed by the State of Texas to act as a

**ATTACHMENT #8**  
**Statements to City Council and Commissioner's Court**

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

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

Name of the sponsoring entity proposing the charter school-  
Salvaging Teens at Risk, Inc

Chief Executive Officer of the proposed school- Nickie George  
Farley

Board members of the sponsoring entity- Gregory Delk, Weldon  
Corbell, Mary Blair Watts, Glinda Shaffer, and Nickie G. Farley

Board members of the school operating board- The same as above

Proposed location of the school- Campuses in The Colony and Little  
Elm, Texas

Brief description of the school- The school will be operated under  
the 75% rule which means that the focus will be students who are in  
danger of dropping out of school.

Grade levels to be served- 6-12

Opening date if approved- August 13, 2000

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



**U.S. Postal Service  
CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

7592 20E9 6302 2857  
7099 3400 0016 6907

Dallas TX 75202

Postage	\$ .55
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 3.20</b>



Recipient's Name (Please Print Clearly) (to be completed by mailer)  
 Dallas Co Comm Court  
 Street, Apt. No., or PO Box No.  
 411 Elm, Street 2nd Flr  
 City, State, ZIP+4  
 DALLAS TX 75202

PS Form 3800, February 2000 See Reverse for Instructions

*Proof of notice mailed to County Comm Courts.*

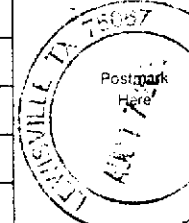
*Notices were hand delivered to the City Halls of both The Colony + Little Elm on April 3, 20*

**U.S. Postal Service  
CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

2882 20E9 6302 2864  
7099 3400 0016 6907

Denton TX 76201

Postage	\$ .55
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 3.20</b>



Recipient's Name (Please Print Clearly) (to be completed by mailer)  
 Denton Co. Comm Court  
 Street, Apt. No., or PO Box No.  
 110 W. Hickory St  
 City, State, ZIP+4  
 Denton TX 76201

PS Form 3800, February 2000 See Reverse for Instructions

**U.S. Postal Service  
CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

2871 20E9 6302 2871  
7099 3400 0016 6907

McKinney TX 75067

Postage	\$ .55
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 3.20</b>



Recipient's Name (Please Print Clearly) (to be completed by mailer)  
 Collin County Comm Court  
 Street, Apt. No., or PO Box No.  
 210 S. McDonald  
 City, State, ZIP+4  
 McKinney, TX 75069

PS Form 3800, February 2000 See Reverse for Instructions

**ATTACHMENT #9**  
**Salary Schedule and Sample Contract**

**THE EDUCATION CENTER - \_\_\_\_\_**  
**ONE-YEAR TERM CONTRACT**

The BOARD OF TRUSTEES (hereinafter, Board) of The Education Center hereby employs the above named Employee, and Employee accepts employment on the following terms and conditions:

1. Employee shall be employed for the 20 \_\_\_\_ - 20 \_\_\_\_ school year on a 10 month basis for the minimum days of service as set by the State Legislature, plus any additional days of service, and according to the hours and dates, required by the School under its policies and procedures as they currently exist or as they may be hereafter amended.
2. The Board shall pay Employee in twelve installments an annual salary according to the compensation plan adopted by the Board.
3. Employee shall be subject to assignments and reassignments of positions or duties, additional duties, changes in responsibilities or work, transfers, or reclassification at any time during the contract term.
4. Employee shall comply with, and be subject to, state and federal law and School policies, rules, regulations, and administrative directives as they exist or may hereafter be amended. Employee shall faithfully perform to the satisfaction of the Superintendent all duties set forth in the job description or as assigned.
5. This contract is conditioned on Employee's satisfactorily providing the certification, service records, teaching credentials, and other records and information required by law, the Texas Education Agency, the State Board of Education, or the School. False statements, misrepresentation, omissions of requested information, or fraud by Employee in or concerning any required records or in the employment applications may be grounds for discharge. Employee hereby represents that he/she has made written disclosure to the District of any conviction for a felony or an offense involving moral turpitude.
6. Employee shall satisfactorily submit or account for all grades, reports, school equipment, or other required items at the end of the contract term. Employee agrees that the last salary payment under this contract is conditioned upon receipt from Employee of all such items.
7. The Board may terminate this contract and discharge Employee or suspend Employee without pay during the term of this contract for good cause as determined by the Board.
8. The Board may terminate this contract and discharge Employee during the term of the contract if it determines that a financial exigency requires a reduction in personnel. Financial exigency, as used herein, means any event or occurrence that creates a need for the district for the School to reduce financial expenditures for personnel including, but not limited to, a decline in the Board's financial resources, a decline in enrollment, a cut in funding, or an unanticipated expense.
9. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure nor any other contractual obligation, other expectancy of continued employment, or claim of entitlement is created beyond the contract term.
10. The Board may terminate the employment of Employee in accordance with state law and Board policy at the end of the contract term set forth herein if, in the judgment of the Board, the best interest of the School will be served by terminating the employment.
11. This contract is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this contract under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of the contract.

I have read this contract and agree to abide by its terms and conditions.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Date

The Education Center  
7336 N. Main St.  
The Colony, TX 75056

Minimum Salary Schedule for:

Classroom Teachers, Full-Time Librarians,  
Full-Time Counselor, & Full-time School Nurses

(Based on the schedule prepared by Texas Education Agency for the 2000-2001 School Year.  
Monthly salary based on the standard 10 month contract.)

<u>Years of Experience Credited</u>	<u>Monthly Salary</u>
0	2,424
1	2,481
2	2,539
3	2,596
4	2,717
5	2,838
6	2,959
7	3,072
8	3,178
9	3,279
10	3,373
11	3,464
12	3,549
13	3,628
14	3,705
15	3,776
16	3,844
17	3,908
18	3,968
19	4,026
20 & Over	4,808

**ATTACHMENT #10**  
**Biographical Affidavit for Board Members and Present Administrator**

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: SALVAGING TEENS AT RISK, INC. DBA  
The Education Center.

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): Lisa Catherine Ashmore

2. Have you ever had your name changed? yes If yes, give reason for the change: married on June 7, 1993

b. Maiden Name (if female) Farley  
c. Other names used at any time \_\_\_\_\_

3. Social Security Number\*: 

4. Date and Place of Birth: ; West Memphis, Arkansas

5. Business Address: 1797 S. Valley Pkwy., Lewisville TX 75067  
Business Telephone: 972-434-0229

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
2/10/00 - Present	9170 Lonesome Dove Ln.	Little Elm TX	75068
11/25/99 - 2/10/00	218 King Street	Little Elm TX	75068
3/1/97 - 11/25/99	4000 ACE Ln #99	Lewisville TX	75067
12/20/95 - 3/1/97	511 Barfknecht Ln.	Lewisville TX	75056
8/1/94 - 12/20/95	14700 Kanis Rd.	Little Rock AR	72210
4/20/93 - 8/1/94	1900 Faulkner Rd.	Little Rock AR	72210
3/1/91 - 4/20/93	23315 Wyldewood Dr.	Little Rock AR	72210
12/1/89 - 3/1/91	1215 Marilyn Drive	Little Rock AR	72205

7. Education: Dates, Names, Locations and Degrees

College Louisiana Baptist University, Shreveport LA  
Bachelor of Arts in Secondary Education 1991-1994  
Graduate Studies LEU, Master of Arts in Education/Psychology (double ma  
1994-95  
00167

Others 1BU, Doctor of Philosophy - Psychology 1995-97

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

9. Present or Proposed Position with the Proposed Charter School: Academic 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
8/15/00 - present	Eagle Educational Reform	1797 S. Valley Pkwy, Lewisville TX	Curriculum Specie
6/15/99 - 2/15/01	The Education Center	7336 N. Main, The Colony TX	Secondary Direct
2/1/95 - 6/15/99	The Education Center	3030 N. Josey, Carrollton TX	Asst. Director
8/1/94 - 2/1/95	Little Rock Academy	16055 Sardis Rd. Mablevale AR	Teacher
8/1/91 - 2/1/94	Hebron Baptist <del>church</del> school	18315 Kanis Rd Little Rock AR	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): 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: I will be employed as the Academic Director and will receive normal salary and benefits

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 2 day of April, 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.

[Signature]  
(Signature of Affiant)

State of Texas  
County of El Paso

Personally appeared before me the above named Lisa Catherine Ashmore 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 2 day of April, 192000

[Signature]  
(Notary Public)

My commission expires 7-31-2000

(SEAL)





**ATTACHMENT #11**  
**Complete Job Descriptions of all Charter School Faculty and Staff**

# Daily Procedures & Responsibilities

## Why the Program Works

The Education Center is designed to work for all children, from those who are above average to those who are below average. A conventional classroom teacher must of necessity appeal to the average child. A broad approach to teaching is necessary in order to appeal to the middle of the class. In many cases, the below average student falls behind, while above average students become bored or disinterested. In both of these instances, students can become discouraged with their educational experience and begin to look for other areas of acceptance and perceived achievement. This is how many students become involved in gangs, or other social situations that put them in an At-Risk situation.

The Education Center has identified the importance of meeting each child at his individual performance level, then advancing him through the curriculum at his optimum rate of achievement. Learning becomes the responsibility of the student and motivation the responsibility of the staff.

## **KEY CONCEPT: STAFF MUST MASTER THE SYSTEM FIRST, THEN HELP STUDENTS TO MASTER THE SYSTEM!**

## Staff Responsibilities

Below is a brief outline of each staff member's responsibilities in the Personalized Learning Center. These responsibilities are not necessarily the only responsibilities of each staff member. It is the responsibility of the Academic Director to assign tasks as she sees necessary for the successful operation of the school. For her work responsibilities, see the job description inside the narrative.

**Secretary:** The school secretary is responsible for assisting the director in the following areas:

1. Promoting the School.
2. Maintaining Cumulative Student Records.
3. Maintaining a filing system for the school.
4. Follow up on Truant students.
5. Assisting in completing weekly and monthly reports as needed by administration.
6. Operating the schools Records Management System.

7. Producing a Monthly School Newsletter.
8. Answering the telephone and being an effective public relations person on the phone.
9. Assisting with other tasks as assigned by the Director.

**Teacher:** The teacher has the main responsibility for academic achievement in the learning center and reports to the Academic Director. The teacher's responsibilities are as follows:

1. Inspiring and Motivating Students one on one at all times.
2. Training students in The Education Center procedures.
3. Training students to set reasonable and achievable daily goals.
4. Conducting Diagnostic Testing.
5. Supervising student testing, prescribing curriculum, reporting student academic results, compiling and filing academic records.
6. Setting up Software curriculum for students.
7. Supervising students daily progress through completion of the supervisors progress card.
8. Distributing PAK curriculum.
9. Expediting daily Learning Center routine in answering academic questions, quizzing students, etc...
10. Communicating with Parents regarding academics
11. Coordinating curriculum orders, stocking with school secretary.

**Teacher's Aides (Paraprofessionals):** Teacher's aides assist the teachers in the following areas:

1. Checking student goals daily as directed.
2. Observing scoring stations and test tables.
3. Assisting the teacher in securing and distributing PAK curriculum.
4. Assisting in assigning Software curriculum.
5. Assisting the teacher in completing attendance reports, grading tests, etc...
6. Assisting with other tasks as assigned by the teacher and/or Academic Director.

**ATTACHMENT #12**  
**Three-year Budget and Supporting Letters of Credit**

The Education Center  
For the Fiscal Year Ended August 31, 2002 Year 1

Page 1

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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>				\$0
<b>Estimated Revenues:</b>				
Local Sources				\$0
State Sources		680000		\$680,000
Federal Sources			40000	\$40,000
Other Sources				\$0
<b>Total Estimated Revenues</b>		\$680,000	\$40,000	\$720,000
<b>Estimated Expenses:</b>				
Payroll Costs	6100	410000	15000	\$425,000
Professional and Contracted Services	6200	75000	0	\$75,000
Supplies and Materials	6300	110000	25000	\$135,000
Other Operating Costs	6400	40000	0	\$40,000
Debt Expense	6500	0	0	\$0
<b>Total Estimated Expenses</b>		\$635,000	\$40,000	\$675,000
<b>Gains</b>	7950			\$0
<b>Losses</b>	8950			\$0
				\$0
<b>Change in Net Assets</b>		\$45,000	\$0	\$45,000
				\$0
<b>Net Assets at End of Year</b>		\$45,000	\$0	\$45,000

The Education Center  
For the Fiscal Year Ended August 31, 2002 Year 1

Page 2

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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	275000	15000	\$290,000
Professional and Contracted Services		6200			\$0
Supplies and Materials		6300	40000		\$40,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Instruction</b>			\$315,000	\$15,000	\$330,000
<b>Instructional Resources and Media Services</b>	12				
Payroll Costs		6100			\$0
Professional and Contracted Services		6200			\$0
Supplies and Materials		6300	15000		\$15,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Instructional Resources and Media Services</b>			\$15,000	\$0	\$15,000
<b>Curriculum Development and Instructional Staff Development</b>	13				
Payroll Costs		6100			\$0
Professional and Contracted Services		6200	50000		\$50,000
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Curriculum and Instructional Staff Development</b>			\$50,000	\$0	\$50,000

The Education Center  
For the Fiscal Year Ended August 31, 2002 Year 1

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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 Services		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	85000		\$85,000
Professional and Contracted Services		6200			\$0
Supplies and Materials		6300	1000		\$1,000
Other Operating Costs		6400			\$0
Debt Interest		6500			\$0
<b>Total School Leadership</b>			\$86,000	\$0	\$86,000
<b>Guidance, Counseling and Evaluation Services</b>	31				
Payroll Costs		6100			\$0
Professional and Contracted Services		6200	20000		\$20,000
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Interest		6500			\$0
<b>Total Guidance, Counseling and Evaluation Services</b>			\$20,000	\$0	\$20,000

The Education Center  
For the Fiscal Year Ended August 31, 2002 Year 1

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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 Services:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Social Work Services</b>			\$0	\$0	\$0
<b>Health Services:</b>	33				
Payroll Costs		6100	5000		\$5,000
Professional and Contracted Services:		6200			\$0
Supplies and Materials		6300	1000		\$1,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Health Services</b>			\$6,000	\$0	\$6,000
<b>Student Transportation</b>	34				
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 Student Transportation</b>			\$0	\$0	\$0



The Education Center  
For the Fiscal Year Ended August 31, 2002 Year 1

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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>Food Services:</b>	35				
Payroll Costs		6100	10000		\$10,000
Professional and Contracted Services:		6200			\$0
Supplies and Materials		6300	5000		\$5,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Food Services</b>			\$15,000	\$0	\$15,000
<b>Cocurricular/Extracurricular Activities:</b>	36				
Payroll Costs		6100	25000		\$25,000
Professional and Contracted Services:		6200			\$0
Supplies and Materials		6300	2000		\$2,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Cocurricular/Extracurricular Activities:</b>			\$27,000	\$0	\$27,000
<b>General Administration:</b>	41				
Payroll Costs		6100	10000		\$10,000
Professional and Contracted Services:		6200			\$0
Supplies and Materials		6300	1000		\$1,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total General Administration</b>			\$11,000	\$0	\$11,000

00178

The Education Center  
For the Fiscal Year Ended August 31, 2002 Year 1

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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			\$0
Professional and Contracted Services		6200			\$0
Supplies and Materials		6300	45000	25000	\$70,000
Other Operating Costs		6400	40000		\$40,000
Debt Expense		6500			\$0
<b>Total Plant Maintenance and Operations</b>			\$85,000	\$25,000	\$110,000
<b>Security and Monitoring Services:</b>	52				
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 Security and Monitoring Services:</b>			\$0	\$0	\$0
<b>Data Processing Services:</b>	53				
Payroll Costs		6100			\$0
Professional and Contracted Services		6200	5000		\$5,000
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Data Processing Services</b>			\$5,000	\$0	\$5,000

The Education Center  
For the Fiscal Year Ended August 31, 2002 Year 1

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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 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

00180

The Education Center  
For the Fiscal Year Ended August 31, 2003 Year 2

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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>				\$0
<b>Estimated Revenues:</b>				
Local Sources				\$0
State Sources		850000		\$850,000
Federal Sources			40000	\$40,000
Other Sources				\$0
<b>Total Estimated Revenues</b>		\$850,000	\$40,000	\$890,000
<b>Estimated Expenses:</b>				
Payroll Costs	6100	569000	0	\$569,000
Professional and Contracted Services	6200	125000	0	\$125,000
Supplies and Materials	6300	89500	40000	\$129,500
Other Operating Costs	6400	50000	0	\$50,000
Debt Expense	6500	0	0	\$0
<b>Total Estimated Expenses</b>		\$833,500	\$40,000	\$873,500
<b>Gains</b>	7950			\$0
<b>Losses</b>	8950			\$0
				\$0
<b>Change in Net Assets</b>		\$16,500	\$0	\$16,500
				\$0
<b>Net Assets at End of Year</b>		\$61,500	\$0	\$61,500

00181

The Education Center  
For the Fiscal Year Ended August 31, 2003 Year 2

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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>	<b>11</b>				
Payroll Costs		6100	350000		\$350,000
Professional and Contracted Services		6200			\$0
Supplies and Materials		6300	50000	25000	\$75,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Instruction</b>			<b>\$400,000</b>	<b>\$25,000</b>	<b>\$425,000</b>
<b>Instructional Resources and Media Services</b>	<b>12</b>				
Payroll Costs		6100			\$0
Professional and Contracted Services		6200			\$0
Supplies and Materials		6300		15000	\$15,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Instructional Resources and Media Services</b>			<b>\$0</b>	<b>\$15,000</b>	<b>\$15,000</b>
<b>Curriculum Development and Instructional Staff Development</b>	<b>13</b>				
Payroll Costs		6100			\$0
Professional and Contracted Services		6200	90000		\$90,000
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Curriculum and Instructional Staff Development</b>			<b>\$90,000</b>	<b>\$0</b>	<b>\$90,000</b>

The Education Center  
For the Fiscal Year Ended August 31, 2003 Year 2

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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 Services		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	99000		\$99,000
Professional and Contracted Services		6200			\$0
Supplies and Materials		6300	1000		\$1,000
Other Operating Costs		6400			\$0
Debt Interest		6500			\$0
<b>Total School Leadership</b>			\$100,000	\$0	\$100,000
<b>Guidance, Counseling and Evaluation Services</b>	31				
Payroll Costs		6100			\$0
Professional and Contracted Services		6200	30000		\$30,000
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Interest		6500			\$0
<b>Total Guidance, Counseling and Evaluation Services</b>			\$30,000	\$0	\$30,000

The Education Center  
For the Fiscal Year Ended August 31, 2003 Year 2

Charter School Budget Categories (Continued)

	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 Services:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Social Work Services</b>			\$0	\$0	\$0
<b>Health Services:</b>	33				
Payroll Costs		6100	45000		\$45,000
Professional and Contracted Services:		6200			\$0
Supplies and Materials		6300	2000		\$2,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Health Services</b>			\$47,000	\$0	\$47,000
<b>Student Transportation</b>	34				
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 Student Transportation</b>			\$0	\$0	\$0

The Education Center  
For the Fiscal Year Ended August 31, 2003 Year 2

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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>Food Services:</b>	35				
Payroll Costs		6100	20000		\$20,000
Professional and Contracted Services:		6200			\$0
Supplies and Materials		6300	7500		\$7,500
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Food Services</b>			\$27,500	\$0	\$27,500
<b>Cocurricular/Extracurricular Activities:</b>	36				
Payroll Costs		6100	35000		\$35,000
Professional and Contracted Services:		6200			\$0
Supplies and Materials		6300	3000		\$3,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Cocurricular/Extracurricular Activities:</b>			\$38,000	\$0	\$38,000
<b>General Administration:</b>	41				
Payroll Costs		6100	20000		\$20,000
Professional and Contracted Services:		6200			\$0
Supplies and Materials		6300	1000		\$1,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total General Administration</b>			\$21,000	\$0	\$21,000



The Education Center  
For the Fiscal Year Ended August 31, 2003 Year 2

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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			\$0
Professional and Contracted Services		6200			\$0
Supplies and Materials		6300	25000		\$25,000
Other Operating Costs		6400	50000		\$50,000
Debt Expense		6500			\$0
<b>Total Plant Maintenance and Operations</b>			<b>\$75,000</b>	<b>\$0</b>	<b>\$75,000</b>
<b>Security and Monitoring Services:</b>					
	52				
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 Security and Monitoring Services:</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Data Processing Services:</b>					
	53				
Payroll Costs		6100			\$0
Professional and Contracted Services		6200	5000		\$5,000
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Data Processing Services</b>			<b>\$5,000</b>	<b>\$0</b>	<b>\$5,000</b>

The Education Center  
For the Fiscal Year Ended August 31, 2003 Year 2

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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 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

00187

The Education Center  
For the Fiscal Year Ended August 31, 2004 Year 3

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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>				\$0
<b>Estimated Revenues:</b>				
Local Sources				\$0
State Sources		850000		\$850,000
Federal Sources			40000	\$40,000
Other Sources				\$0
<b>Total Estimated Revenues</b>		<u>\$850,000</u>	<u>\$40,000</u>	<u>\$890,000</u>
<b>Estimated Expenses:</b>				
Payroll Costs	6100	586500	0	\$586,500
Professional and Contracted Services	6200	125000	0	\$125,000
Supplies and Materials	6300	79500	40000	\$119,500
Other Operating Costs	6400	50000	0	\$50,000
Debt Expense	6500	0	0	\$0
<b>Total Estimated Expenses</b>		<u>\$841,000</u>	<u>\$40,000</u>	<u>\$881,000</u>
<b>Gains</b>	7950			\$0
<b>Losses</b>	8950			\$0
				\$0
<b>Change in Net Assets</b>		\$9,000	\$0	\$9,000
				\$0
<b>Net Assets at End of Year</b>		<u>\$70,500</u>	<u>\$0</u>	<u>\$70,500</u>

00188

The Education Center  
For the Fiscal Year Ended August 31, 2004 Year 3

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Instruction</b>	11				
Payroll Costs		6100	367500		\$367,500
Professional and Contracted Services		6200			\$0
Supplies and Materials		6300	50000	15000	\$65,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Instruction</b>			\$417,500	\$15,000	\$432,500
<b>Instructional Resources and Media Services</b>	12				
Payroll Costs		6100			\$0
Professional and Contracted Services		6200			\$0
Supplies and Materials		6300		20000	\$20,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Instructional Resources and Media Services</b>			\$0	\$20,000	\$20,000
<b>Curriculum Development and Instructional Staff Development</b>	13				
Payroll Costs		6100			\$0
Professional and Contracted Services		6200	90000		\$90,000
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Curriculum and Instructional Staff Development</b>			\$90,000	\$0	\$90,000

00189

The Education Center  
For the Fiscal Year Ended August 31, 2004 Year 3

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Charter School Budget Categories (Continued)

---

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Instructional Leadership:</b>	<b>21</b>				
Payroll Costs		6100			\$0
Professional and Contracted Services		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>	<b>23</b>				
Payroll Costs		6100	99000		\$99,000
Professional and Contracted Services		6200			\$0
Supplies and Materials		6300	1000		\$1,000
Other Operating Costs		6400			\$0
Debt Interest		6500			\$0
<b>Total School Leadership</b>			\$100,000	\$0	\$100,000
<b>Guidance, Counseling and Evaluation Services</b>	<b>31</b>				
Payroll Costs		6100			\$0
Professional and Contracted Services		6200	30000		\$30,000
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Interest		6500			\$0
<b>Total Guidance, Counseling and Evaluation Services</b>			\$30,000	\$0	\$30,000

The Education Center  
For the Fiscal Year Ended August 31, 2004 Year 3

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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

Addendum to Attachment #1~~2~~

The following bank statements indicate the availability of funds for The Education Center Open Enrollment Charter School. The Education Center account will be used totally for start-up. Dr. Farley is willing to loan other monies as needed to supplement start up.

ACCOUNT # [REDACTED]

EIN # 75 2727881

DATE LAST STATEMENT 7/09/00  
 DATE THIS STATEMENT 8/08/00

2 SALVAGING TEENS AT RISK INC  
 DBA THE EDUCATION CENTER  
 9146 LONESOME DOVE LN  
 LITTLE ELM TX 75068

\* \* \* \* \* NOW AVAILABLE \* \* \* \* \*  
 Internet Banking  
 www.gnbtx.com

ACCOUNT NUMBER	PREVIOUS BALANCE	--- CREDITS --- COUNT	AMOUNT	--- DEBITS --- COUNT	AMOUNT	TOTAL FEES	PRESENT BALANCE
[REDACTED]	18281.32	1	1623.20	1	906.80		18997.72

----- DEPOSITS -----

DATE	AMOUNT	DATE	AMOUNT
7/11	1623.20		

----- CHECKS PAID -----

CHECK	AMOUNT	DATE	CHECK	AMOUNT	DATE	CHECK	AMOUNT	DATE
[REDACTED]	906.80	7/11						

----- CHECKING ACCOUNT DAILY BALANCE SUMMARY -----

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
7/09	18281.32	7/11	18997.72				

===== ACCOUNT SUMMARY FOR [REDACTED] =====

BEGINNING BALANCE	\$18,281.32	DAYS IN THIS CYCLE	30
ENDING BALANCE	\$18,997.72	AVERAGE BALANCE	\$18,973.84





Bank One, Lewisville  
 P. O. Box 655415  
 Dallas, TX 75265-5415

APPLICATION  
 [REDACTED]

Items Enclosed 0

Acct # [REDACTED]

NICKIE G FARLEY OR  
 LILLI ANN FARLEY  
 218 KING 9146 Louisiana Ave  
 LITTLE TX 75068  
 Lilli Ann

Jul 7 to Aug 3, 2000

Page 1 of 2

ACCOUNT INQUIRIES \_\_\_\_\_ 972-647-1111  
 HEARING IMPAIRED (TX ONLY) \_\_\_\_\_ 800-685-1112

### Summary of Account Balances

All summary balances shown are as of August 03, 2000.

Checking and Savings	Interest paid this year	Balance as of Aug. 03
Market Index [REDACTED]	2,351.66	69,052.20
	\$2,351.66	\$69,052.20

### MARKET INDEX

Account number [REDACTED]

Beginning balance	\$ 68,769.47
Checks paid	- .00
Other withdrawals	- .00
Deposits	+ 282.73
Balance as of Aug. 3	\$ 69,052.20

Interest earned this period	\$282.73
Annual Percentage Yield earned this period	05.49%

### Deposits and other additions

Date	Description	
08-03	Interest Payment	282.73

00197

continues

**ATTACHMENT #13**  
**Three-year Cash Flow**

# APPLICATION

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

Name of Charter School The Education Center  
Contact Person Nick Farley  
Telephone 972-292-2480

66100

Rounded to Even Dollars

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Beg Balance	\$0	\$3,750	\$7,500	\$11,250	\$15,000	\$18,750	\$22,500	\$26,250	\$30,000	\$33,750	\$37,500	\$41,250
<b>Cash Inflows</b>												
Local Sources	\$											
State Sources	\$56,667	\$56,667	\$56,667	\$56,667	\$56,667	\$56,667	\$56,667	\$56,667	\$56,667	\$56,667	\$56,667	\$56,667
Federal Sources	\$						\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Loans	\$											
<b>Total Receipts</b>	\$56,667	\$56,667	\$56,667	\$56,667	\$56,667	\$56,667	\$66,667	\$66,667	\$66,667	\$66,667	\$66,667	\$66,667
<b>Cash Outgoes</b>												
Payroll	\$34,167	\$34,167	\$34,167	\$34,167	\$34,167	\$34,167	\$37,917	\$37,917	\$37,917	\$37,917	\$34,167	\$34,167
Services Professional Services	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250
Rent	\$2,733	\$2,733	\$2,733	\$2,733	\$2,733	\$2,733	\$2,733	\$2,733	\$2,733	\$2,733	\$2,733	\$2,733
Utilities	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600
Other Services	\$											
Supplies	\$9,167	\$9,167	\$9,167	\$9,167	\$9,167	\$9,167	\$9,167	\$15,417	\$15,417	\$15,417	\$15,417	\$9,167
Travel & Other Operating	\$											
Principal and Interest for Loans and Other Financing Obligations	\$											
Purchase of Equipment, Furniture, Buildings, Land and Other Capital Outlay	\$											
<b>Total Cash Outgoes</b>	\$52,917	\$52,917	\$52,917	\$52,917	\$52,917	\$52,917	\$62,917	\$62,917	\$62,917	\$62,917	\$52,917	\$52,917
<b>Excess (Deficiency) Cash Inflows to Cash Outgoes for the Month</b>	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750
<b>Ending Balance</b>	\$3,750	\$7,500	\$11,250	\$15,000	\$18,750	\$22,500	\$26,250	\$30,000	\$33,750	\$37,500	\$41,250	\$45,000

# APPLICATION

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

Name of Charter School The Education Center  
Contact Person Nick Farley  
Telephone 972-292-2480

00200

Rounded to Even Dollars

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
<b>Beg Balance</b>	\$45,000	\$46,375	\$47,749	\$49,125	\$50,500	\$51,875	\$53,250	\$54,626	\$56,000	\$57,376	\$58,751	\$60,125
<b>Cash Inflows</b>												
Local Sources	\$											
State Sources	\$70,833	\$70,833	\$70,833	\$70,833	\$70,833	\$70,833	\$70,833	\$70,833	\$70,833	\$70,833	\$70,833	\$70,833
Federal Sources	\$						\$10,000	\$10,000	\$10,000	\$10,000		
Loans	\$											
<b>Total Receipts</b>	\$70,833	\$70,833	\$70,833	\$70,833	\$70,833	\$70,833	\$80,833	\$80,833	\$80,833	\$80,833	\$70,833	\$70,833
<b>Cash Outgoes</b>												
Payroll	\$47,417	\$47,417	\$47,417	\$47,417	\$47,417	\$47,417	\$47,417	\$47,417	\$47,417	\$47,417	\$47,417	\$47,417
Services Professional												
Services	\$10,417	\$10,417	\$10,417	\$10,417	\$10,417	\$10,417	\$10,417	\$10,417	\$10,417	\$10,417	\$10,417	\$10,417
Rent	\$3,567	\$3,567	\$3,566	\$3,567	\$3,566	\$3,567	\$3,566	\$3,567	\$3,566	\$3,567	\$3,567	\$3,567
Utilities	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600
Other Services	\$											
Supplies	\$7,458	\$7,458	\$7,458	\$7,458	\$7,458	\$7,458	\$17,458	\$17,458	\$17,458	\$17,458	\$7,458	\$7,458
Travel & Other Operating	\$											
Principal and Interest for Loans and Other Financing Obligations	\$											
Purchase of Equipment, Furniture, Buildings, Land and Other Capital Outlay	\$											
<b>Total Cash Outgoes</b>	\$69,459	\$69,459	\$69,458	\$69,459	\$69,458	\$69,459	\$79,458	\$79,459	\$79,458	\$79,459	\$69,459	\$69,459
<b>Excess (Deficiency) Cash Inflows to Cash Outgoes for the Month</b>	\$1,375	\$1,375	\$1,376	\$1,375	\$1,378	\$1,375	\$1,376	\$1,375	\$1,376	\$1,375	\$1,375	\$1,375
<b>Ending Balance</b>	\$46,375	\$47,749	\$49,125	\$50,500	\$51,875	\$53,250	\$54,626	\$56,000	\$57,376	\$58,751	\$60,125	\$61,500

# APPLICATION

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

10201

Name of Charter School The Education Center  
Contact Person Nick Farley  
Telephone 972-292-2480

Rounded to Even Dollars

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Beg Balance	\$61,500	\$62,250	\$62,999	\$63,750	\$64,500	\$65,250	\$66,000	\$66,751	\$67,500	\$68,251	\$69,001	\$69,750
<b>Cash Inflows</b>												
Local Sources	\$											
State Sources	\$70,833	\$70,833	\$70,833	\$70,833	\$70,833	\$70,833	\$70,833	\$70,833	\$70,833	\$70,833	\$70,833	\$70,833
Federal Sources	\$						\$10,000	\$10,000	\$10,000	\$10,000		
Loans	\$											
<b>Total Receipts</b>	\$70,833	\$70,833	\$70,833	\$70,833	\$70,833	\$70,833	\$80,833	\$80,833	\$80,833	\$80,833	\$70,833	\$70,833
<b>Cash Outgoes</b>												
Payroll	\$48,875	\$48,875	\$48,875	\$48,875	\$48,875	\$48,875	\$48,875	\$48,875	\$48,875	\$48,875	\$48,875	\$48,875
Services Professional Services	\$10,417	\$10,417	\$10,417	\$10,417	\$10,417	\$10,417	\$10,417	\$10,417	\$10,417	\$10,417	\$10,417	\$10,417
Rent	\$3,567	\$3,567	\$3,566	\$3,567	\$3,566	\$3,567	\$3,566	\$3,567	\$3,566	\$3,567	\$3,567	\$3,567
Utilities	\$800	\$600	\$600	\$600	\$600	\$800	\$600	\$600	\$600	\$600	\$600	\$600
Other Services	\$											
Supplies	\$6,625	\$6,625	\$6,625	\$6,625	\$6,625	\$6,625	\$6,625	\$16,625	\$16,625	\$16,625	\$6,625	\$6,625
Travel & Other Operating	\$											
Principal and Interest for Loans and Other Financing Obligations	\$											
Purchase of Equipment, Furniture, Buildings, Land and Other Capital Outlay	\$											
<b>Total Cash Outgoes</b>	\$70,084	\$70,084	\$70,083	\$70,084	\$70,083	\$70,084	\$80,083	\$80,084	\$80,083	\$80,084	\$70,084	\$70,084
<b>Excess (Deficiency) Cash Inflows to Cash Outgoes for the Month</b>	\$750	\$750	\$751	\$750	\$751	\$750	\$751	\$750	\$751	\$750	\$750	\$750
Ending Balance	\$62,250	\$62,999	\$63,750	\$64,500	\$65,250	\$66,000	\$66,751	\$67,500	\$68,251	\$69,001	\$69,750	\$70,500

**ATTACHMENT #14**  
**Financial Information**

## Attachment #14

## Sample Monthly Financial Status Report

Date of Report: \_\_\_\_\_

Preparer: \_\_\_\_\_

Fund	Object Code	Revenue	Expense	Budget	% Over Budget
199	6100				
	6200				
	6300				
	6400				
289	6100				
	6200				
	6300				
240	6100				
	6200				
	6300				
	6400				
211	6100				
	6200				
	6300				
	6400				
411	6100				
	6200				
	6300				
	6400				

**ATTACHMENT #15**  
**Lease Agreement**



### AGREEMENT TO LEASE

This agreement entered into this date, August 14, 2000 between Living Word Baptist Church (Joseph Garland, Pastor) located at 3515 Highway 720, Little Elm, Texas 75068 hereafter called LESSOR and Salvaging Teens At Risk, Inc. of 9146 Lonesome Dove, Little Elm, Texas 75068 hereafter called LESSEE.

LESSOR does hereby agree to grant, demise, and let, and LESSEE does hereby agree to take: 3850 square feet known as The Education Wing of the church at 3515 Highway 720, Little Elm, Texas 75068 with appurtenances, from August 1, 2001 to June 30, 2002 at the rent or sum of \$15.00 per student enrolled per month. The terms shall also be as follows:

1. Lease payments shall not exceed \$1500 per month and shall be due and payable on the first day of each month beginning August 1, 2001.
2. Lease payments shall be considered late after the 5<sup>th</sup> of each month and a late fee of \$5.00 per day shall be assessed beginning on that day. Should lease payments become 30 days late, the LESSEE shall be asked to vacate the building and shall have 48 hours to remove all properties from the building.

It is further agreed that the lease herein provided for shall be executed by the parties hereto on August 13, 2000 and shall be contingent upon the LESSEE acquiring a charter from the State Board of Education for the purpose of operating a charter school opening in the fall of 2001.

It is further agreed by and between the parties the LESSEE shall contribute a sum of \$5.00 per school day toward the cost of utilities, which are to be paid by the LESSOR. Said contribution shall be made on the first day of each month beginning September 1, 2001.

It is further agreed that LESSEE shall take possession of the building on July 1, 2001 and shall be granted that month for the purpose of preparation for the opening school. No lease payments shall be made of the month of July, 2001.

It is further agreed that the LESSEE shall be responsible for the daily cleaning of the building and shall prepare the building every Friday afternoon for the church service on the following Sunday.

It is further agreed that the LESSEE shall be responsible to any damage to the structure and shall be expected to provide maintenance for normal "wear and tear" so that the building remains in the same state of repair as when it was occupied by the LESSEE.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals

LESSOR  
LESSEE

Rev. Joseph T. Garland  
[Signature]

COMMERCIAL LEASE

This lease agreement is made and entered into by and between E.D. CANADA JR (Landlord) and Nick & Lili FARLEY (THE EDUCATION CENTER) Tenant. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain property with the improvements thereon, containing approximately square feet, hereinafter called the "leased premises", known as 7336 N. MILAN ST, THE COLONY, TX (Address), Lot 7, Block 1, GARZA LITTLE SUBDIVISION City of THE COLONY DENTON County, Texas; or as more particularly described below or on attached exhibit:

The primary term of this lease shall be 1 year commencing on the 1st day of July, 2001, and ending on the 31st day of JUNE, 2002, upon the following terms, conditions, and covenants:

- 1. TAXES. each year during the term of this lease, Landlord shall pay real estate taxes assessed against the leased premises in an amount equal to the total real estate taxes assessed against the leased premises in the base year. Each year during the term of this lease, Tenant shall pay as additional rental, upon receipt of a statement from Landlord together with tax statements or other verification from the proper taxing authority, his pro rata share of any increase in real estate taxes over the base year on the property of which the leased premises is a part. Any increase in real estate taxes for a fractional year shall be prorated. The base year shall be
2. UTILITIES. Tenant shall pay all charges for utility services to the leased premises except for NONE which shall be paid by the Landlord.
3. HOLDING OVER. Failure of Tenant to surrender the leased premises at the expiration of the lease constitutes a holding over which shall be construed as a tenancy from month to month at a rental of \$ 1125.00 per month.
4. RENT. Tenant agrees to and shall pay Landlord at LOCKING RD, County of DENTON, Texas, or at such other place Landlord shall designate from time to time in writing, as rent for the leased premises, the total sum of \$ 13,500.00, payable without demand in equal monthly payments of \$ 1,125.00 each in advance on or before the 1st day of each month, commencing on July 1, 2001, and continuing thereafter until the total sum shall be paid. Adjustment to the rent, if any, for rent escalators, for percentage of net rent, or for increases in building operation costs (including but not limited to insurance, custodial services, maintenance and utilities) shall be as set forth in an attached addendum. Rent received after the first day of the month shall be deemed delinquent. If rent is not received by Landlord by the 5th of each month, Tenant shall pay a late charge of \$ 20.00 plus a penalty of \$ 20.00 per day until rent is received in full. Tenant shall pay \$ 50.00 for each returned check.
5. USE. Tenant shall use the leased premises for the following purpose and no other: EDUCATION CENTER
6. SECURITY DEPOSIT. Tenant shall pay to Landlord a security deposit in the sum of \$ 1,000.00, payable on or before the commencement of this lease for Tenant's faithful performance hereunder. Refund thereof shall be made upon performance of this lease agreement by Tenant, minus any assessments or damages unless Landlord and Tenant provide otherwise in Special Provisions.
7. INSURANCE. TENANT shall pay for fire and extended coverage insurance on the buildings and other improvements on the leased premises in an amount not less than \$ 72,000.00, which amount shall be increased yearly in proportion to the increase in market value of the premises. If Landlord provides any insurance herein, Tenant shall pay to Landlord, during the term hereof, the amount of any increase in premiums for the insurance required over and above such premiums paid during the first year of this lease. Tenant shall provide public liability and property damage insurance for its business operations on the leased premises in the amount of \$ 1,000,000.00 which policy shall cover the Landlord as well as the Tenant. Said insurance policies required to be provided by Tenant herein shall name Landlord as an insured and shall be issued by an insurance company approved by Landlord. Tenant shall provide Landlord with certificates of insurance evidencing the coverage required herein. Tenant shall be solely responsible for fire and casualty insurance on Tenant's property on or about the leased premises. If Tenant does not maintain such insurance in full force and effect, Landlord may notify Tenant of such failure and if Tenant does not deliver to Landlord within 3 days after such notice certification showing all such insurance to be in full force and effect, Landlord may at his option, take out the necessary insurance to comply with the provision hereof and pay the premiums on the items specified in such notice, and Tenant covenants thereupon on demand to reimburse and pay Landlord any amount so paid or expended in the payment of the insurance premiums required hereby and specified in the notice, with interest thereon at the rate of 18 percent per annum from the date of such payment by Landlord until paid by Tenant.

**ATTACHMENT #16**  
**School Calendar**

# 2001-2002 Charter School Calendar

THE EDUCATION CENTER

*Charter School*

*County District Number*

August 00						
S	M	T	W	T	F	S
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28	29	30	31			

Reporting Periods	[Begin/End]	Days Taught
1 <sup>st</sup> Reporting Period	8/13-9/21	29
2 <sup>nd</sup> Reporting Period	9/24-11/2	30
3 <sup>rd</sup> Reporting Period	11/5-12/20	31
4 <sup>th</sup> Reporting Period	1/7-2/15	30
5 <sup>th</sup> Reporting Period	2/18-4/5	28
6 <sup>th</sup> Reporting Period	4/8-5/22	33
Total Days Taught		181

Holiday ○	Date
Labor Day	9/3
Thanksgiving	11/21-11/23
Christmas	12/21-1/4
Spring Break	3/11-15
Easter	3/29-4/1

Staff Development □	
8/8-9	1/3-4

Bad Weather Make Up days	
3/29	4/1

Teacher Work Days	
8/10	
12/21	
5/23-24	

**Legend**  
 Begin Attendance Reporting Period [   
 End Attendance Reporting Period ]  
 Holiday ○  
 Staff Development □  
 Bad Weather Make Up days  
 Teacher Work Days  
*School Hours: 8:30-3:00 M-F*  
*STAFF WORKS 8:00-3:30 M-F*

February 01						
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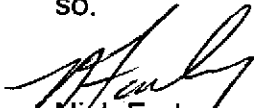
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**ATTACHMENT #17**  
**Partnership Letters**

There are no partnerships of any kind with any other group other than the leases that exist with the two entities. There will be a need to purchase some curriculum from certain vendors, but there will not be a formal agreement in order to do so.



Nick Farley

**ATTACHMENT #18**  
**Support Letters and Petitions**

**THE EDUCATION CENTER  
PETITION FOR AN OPEN ENROLLMENT CHARTER SCHOOL  
January 12, 2000**

Please enter my name in support of educational reform through PARENTAL CHOICE in education. I stand with The Education Center and would welcome a state-chartered school in this area for open enrollment of all children.

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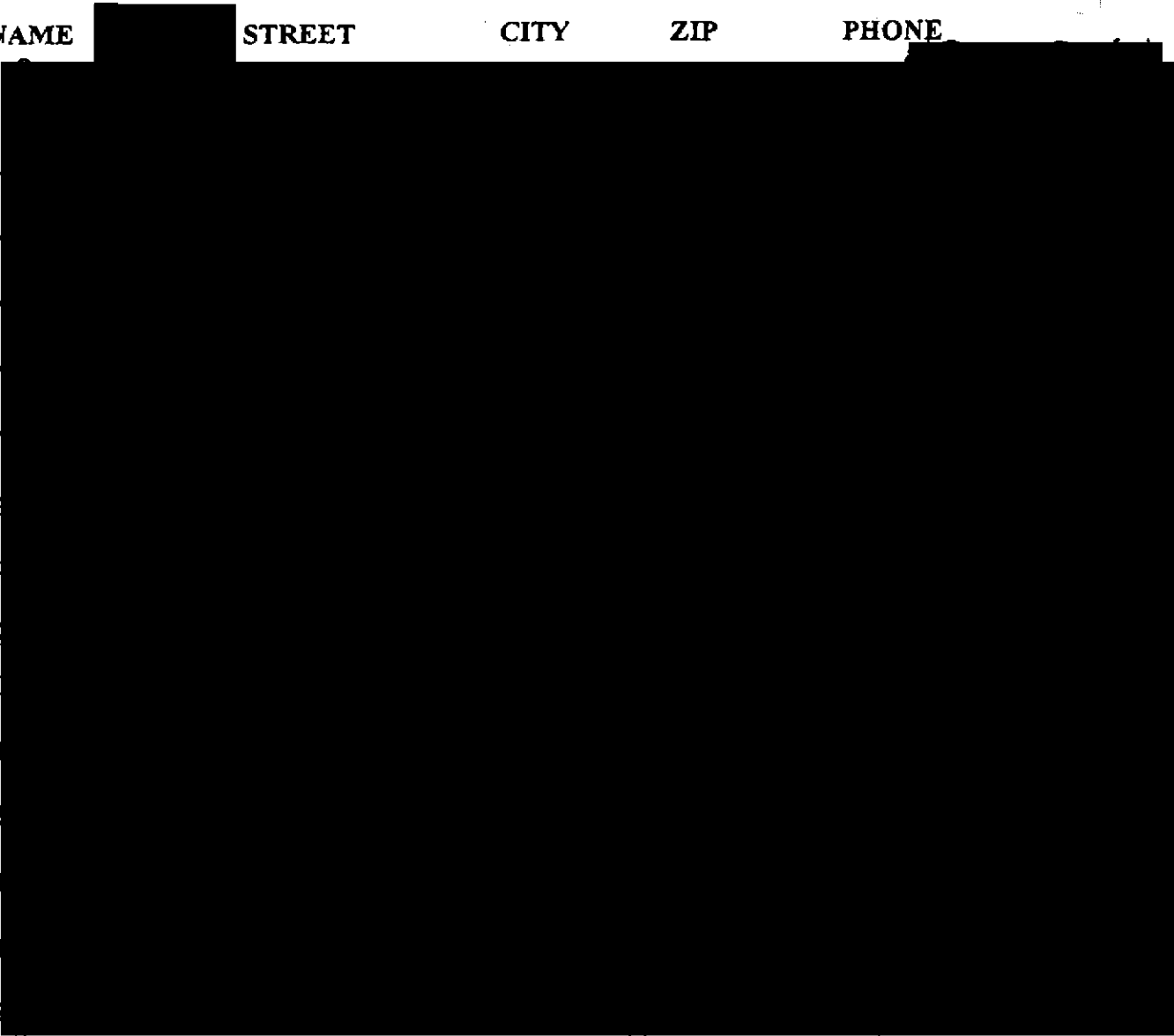
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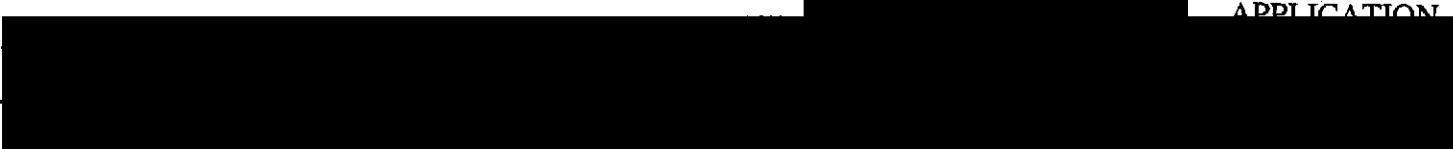
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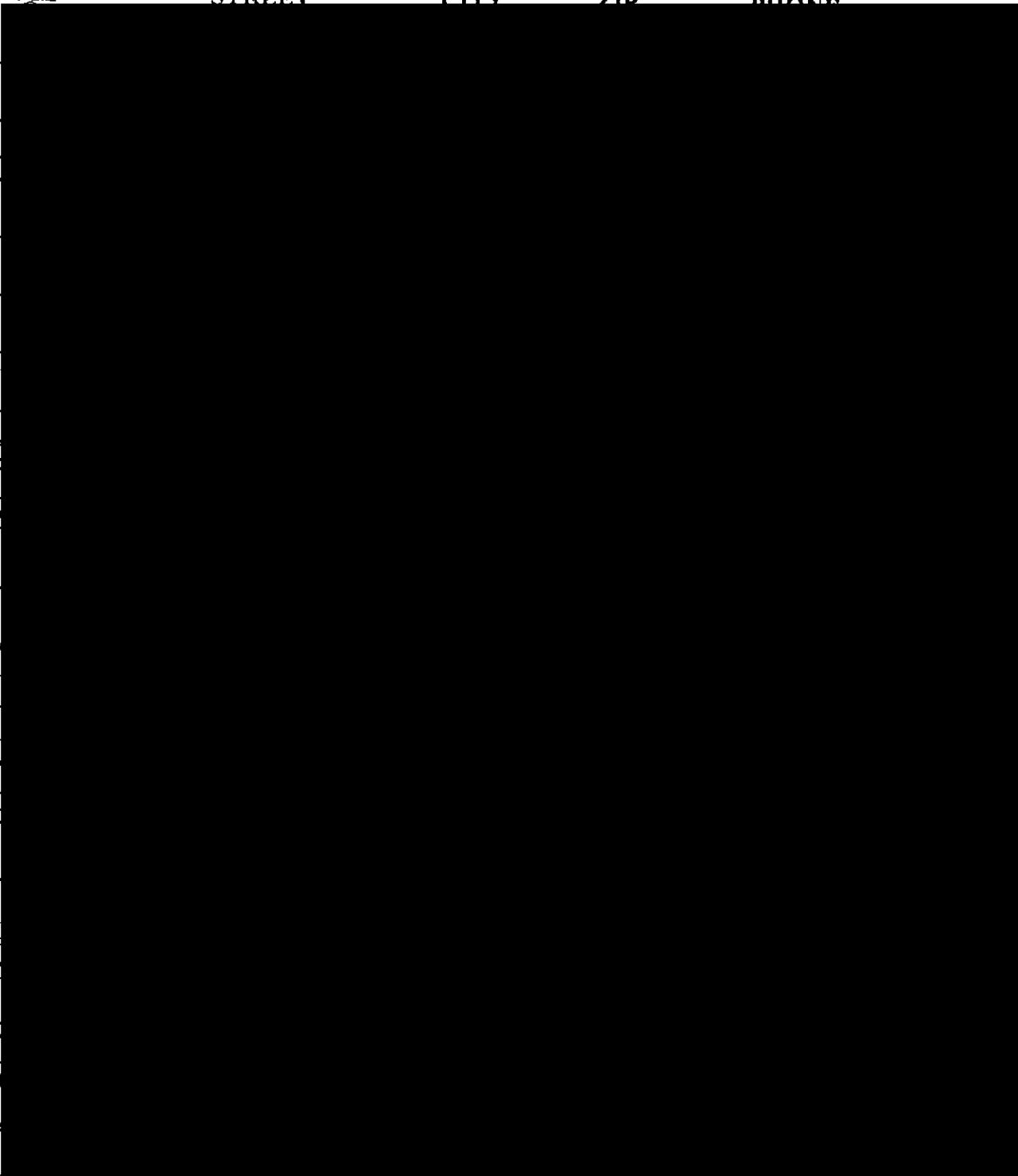
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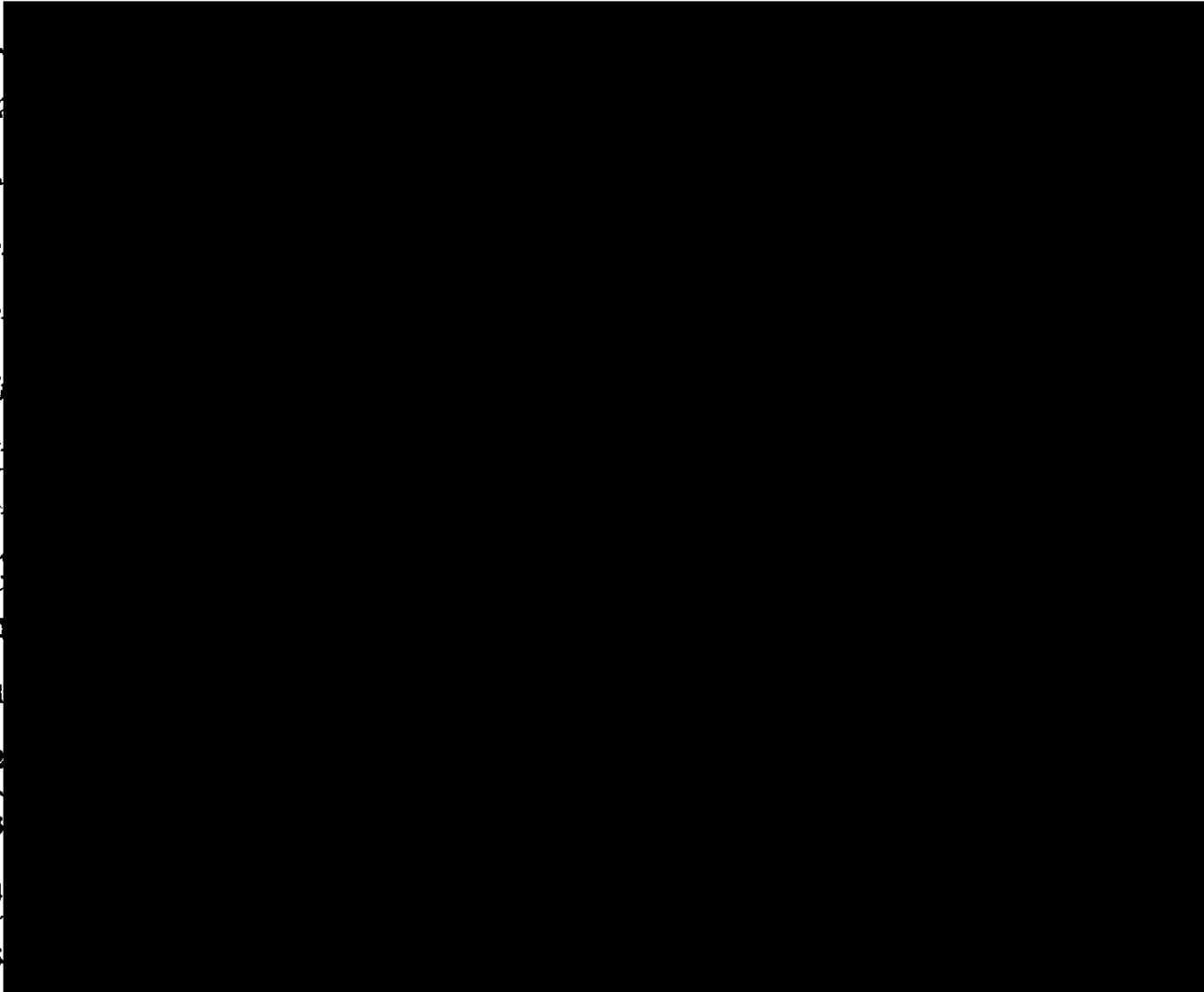


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The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every receipt, invoice, and bill should be properly filed and indexed for easy retrieval. This not only helps in tracking expenses but also provides a clear audit trail for tax purposes.

Next, the document outlines the various methods for recording financial data. It compares traditional paper-based ledgers with modern digital accounting software. While paper ledgers are still used in some small businesses, digital solutions offer greater efficiency, accuracy, and the ability to generate reports and graphs at a moment's notice.

The document also addresses the issue of budgeting and financial forecasting. It suggests that businesses should create a detailed budget at the beginning of each year, taking into account all expected income and expenses. Regularly comparing actual performance against the budget allows for timely adjustments and helps in identifying areas where costs can be reduced.

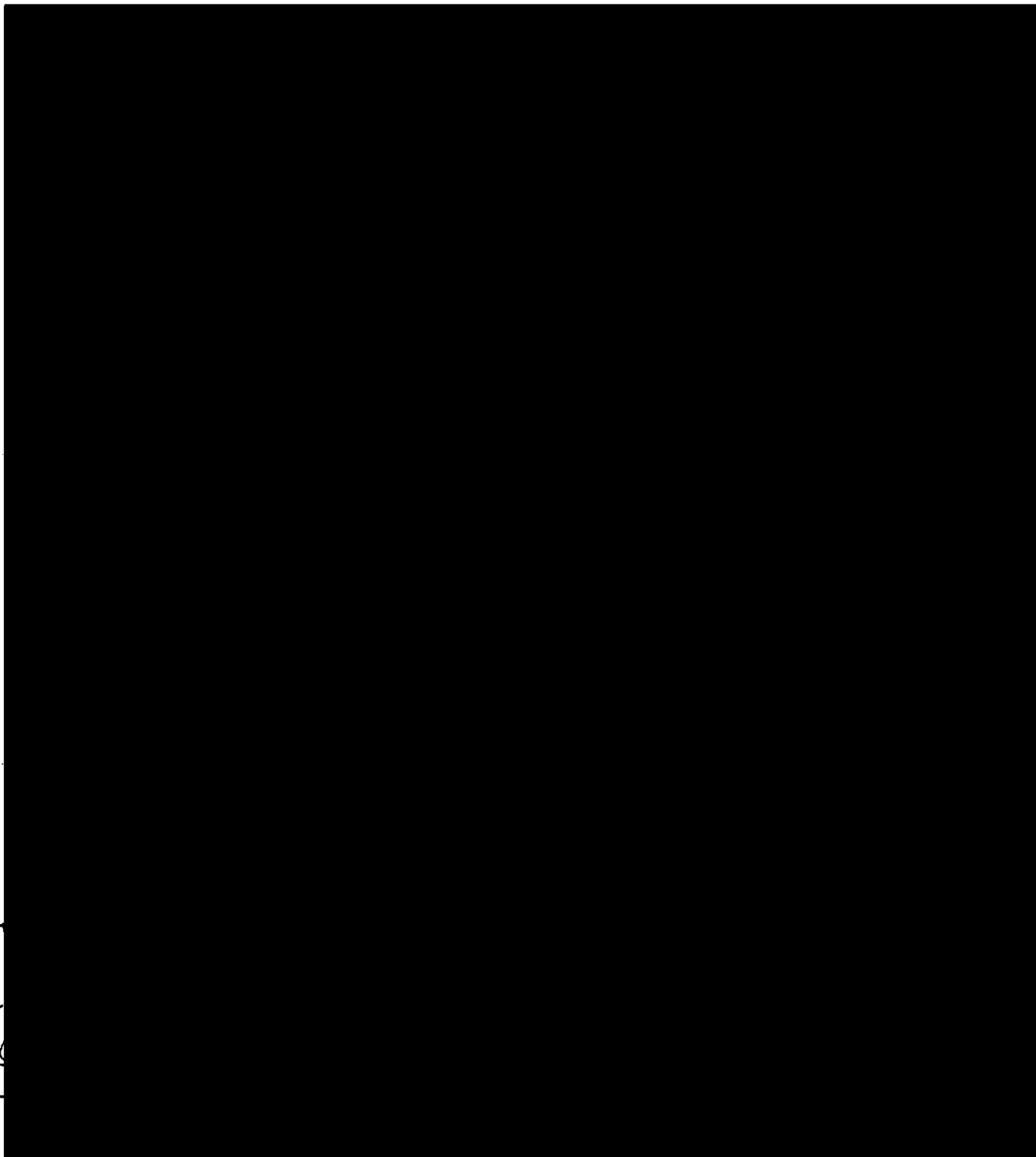
Another key section focuses on the importance of regular financial reviews. It recommends that business owners and managers should hold monthly meetings to discuss the company's financial health. This includes reviewing the profit and loss statement, balance sheet, and cash flow statement. These reviews provide valuable insights into the company's overall performance and help in making informed strategic decisions.

The document concludes by highlighting the benefits of professional financial advice. It suggests that consulting with an accountant or financial advisor can provide businesses with expert guidance on tax strategies, investment opportunities, and risk management. This professional input is particularly valuable for businesses that are expanding or operating in complex markets.

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**THE EDUCATION CENTER  
PETITION FOR AN OPEN-ENROLLMENT CHARTER SCHOOL  
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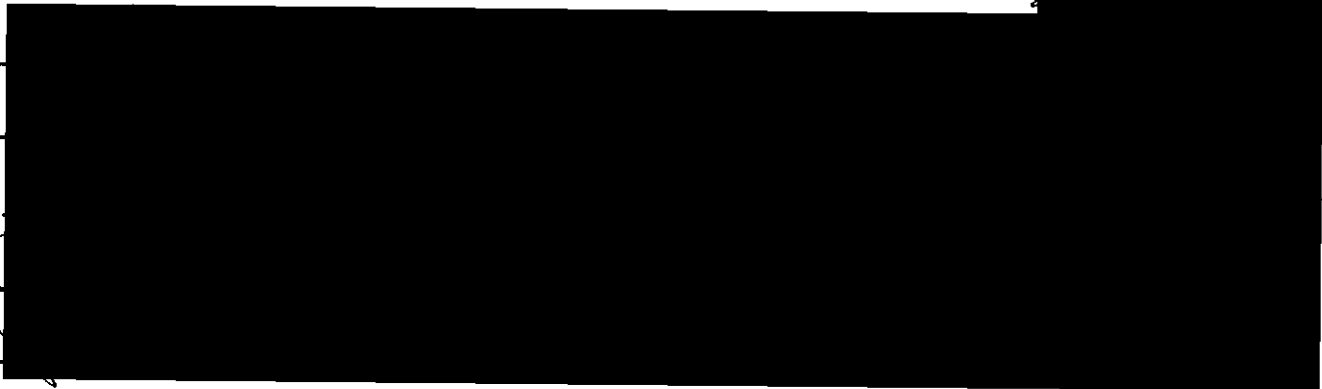
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January 12, 2000**

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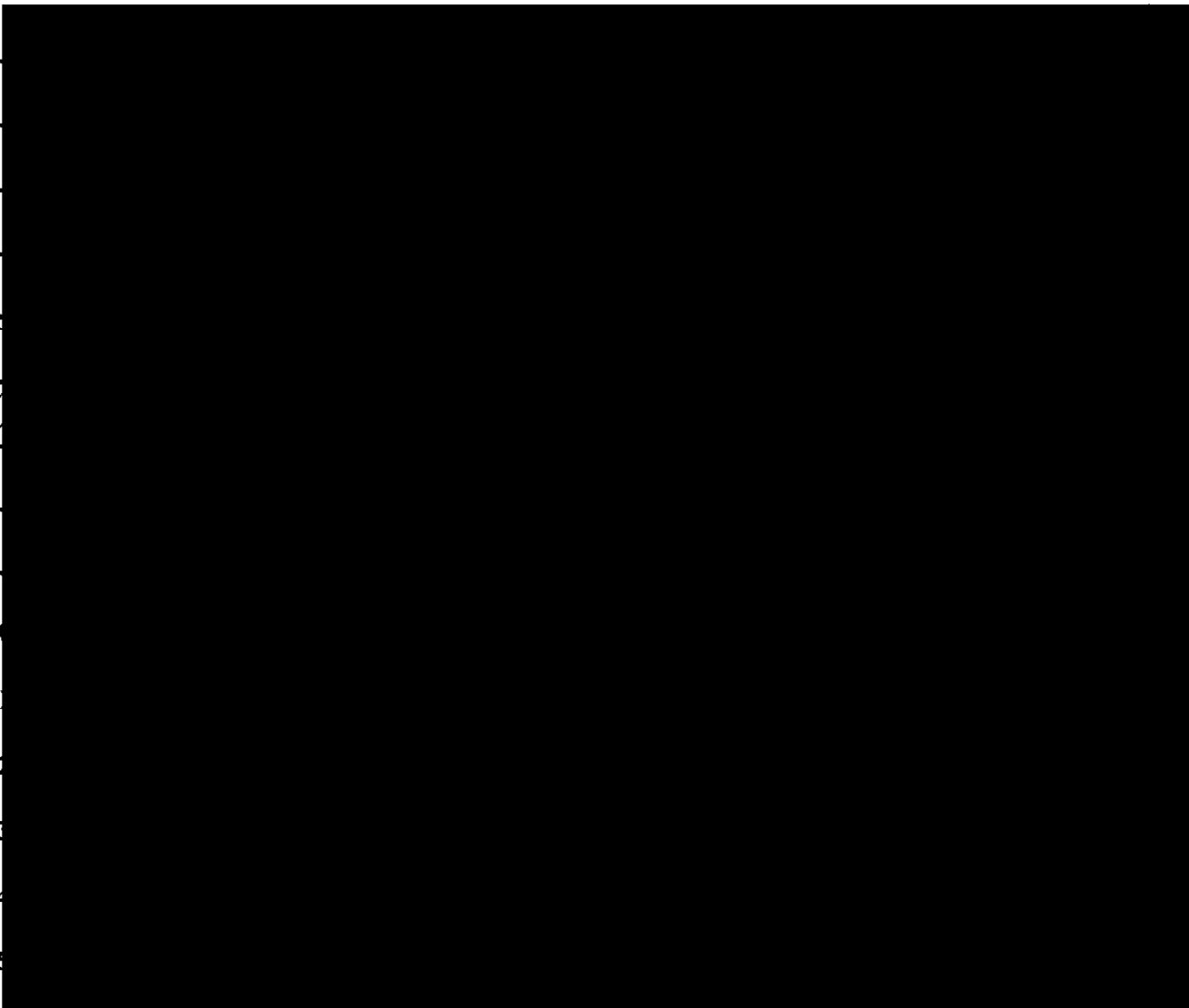
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**THE EDUCATION CENTER  
PETITION FOR AN OPEN ENROLLMENT CHARTER SCHOOL  
January 12, 2000**

Please enter my name in support of educational reform through PARENTAL CHOICE in education. I stand with The Education Center and would welcome a state-chartered school in this area for open enrollment of all children.

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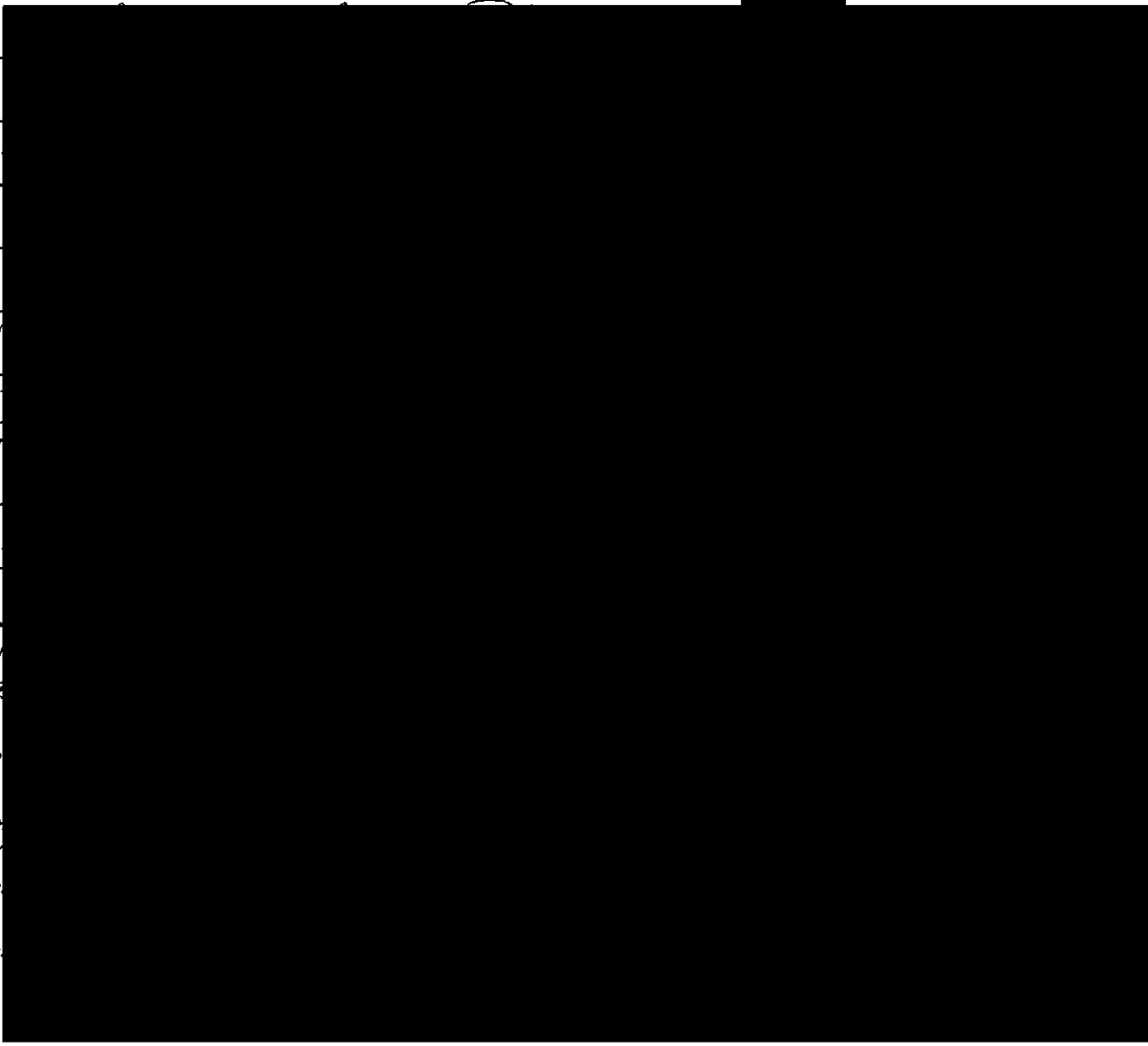


**THE EDUCATION CENTER  
PETITION FOR AN OPEN ENROLLMENT CHARTER SCHOOL  
January 12, 2000**

Please enter my name in support of educational reform through PARENTAL CHOICE in education. I stand with The Education Center and would welcome a state-chartered school in this area for open enrollment of all children.

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**THE EDUCATION CENTER  
PETITION FOR AN OPEN ENROLLMENT CHARTER SCHOOL  
January 12, 2000**

Please enter my name in support of educational reform through PARENTAL CHOICE in education. I stand with The Education Center and would welcome a state-chartered school in this area for open enrollment of all children.

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**THE EDUCATION CENTER  
PETITION FOR AN OPEN-ENROLLMENT CHARTER SCHOOL  
January 12, 2000**

Please enter my name in support of educational reform through PARENTAL CHOICE in education. I stand with The Education Center and would welcome a state-chartered school in this area for open enrollment of all children.

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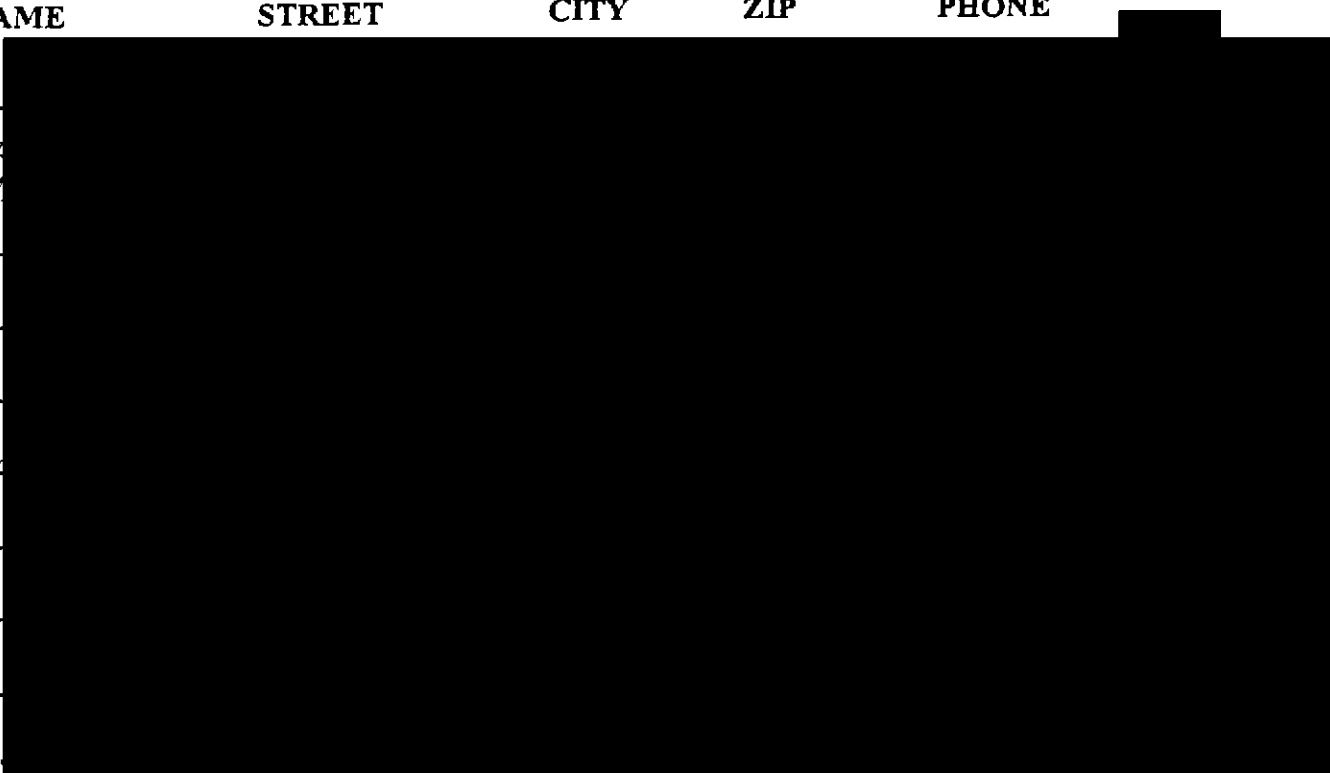
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**THE EDUCATION CENTER  
PETITION FOR AN OPEN ENROLLMENT CHARTER SCHOOL  
January 12, 2000**

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**NAME                      STREET                      CITY                      ZIP                      PHONE**

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**THE EDUCATION CENTER  
PETITION FOR AN OPEN ENROLLMENT CHARTER SCHOOL  
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**THE EDUCATION CENTER  
PETITION FOR AN OPEN ENROLLMENT CHARTER SCHOOL  
January 12, 2000**

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NAME *ls* STREET *l* CITY ZIP PHONE

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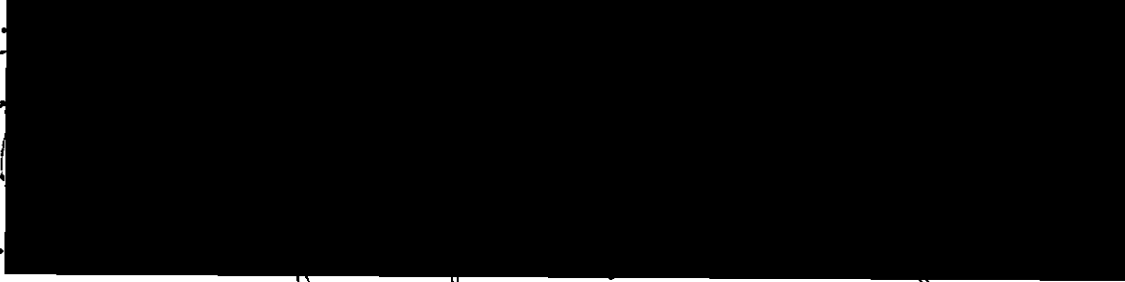
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**THE EDUCATION CENTER  
PETITION FOR AN OPEN ENROLLMENT CHARTER SCHOOL  
January 12, 2000**

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**NAME                      STREET                      CITY                      ZIP                      PHONE**

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**JUDGE DEBORAH B. HOLLIFIELD**  
**JUSTICE OF THE PEACE - DENTON COUNTY PRECINCT TWO**

6301 Main Street, Suite One Hundred  
The Colony, Texas 75066

972/625-7575 - 972/625-7578 (Fax)  
[www.co.denton.tx.us/jp2/](http://www.co.denton.tx.us/jp2/)

August 11, 2000

TO WHOM IT MAY CONCERN:

I have been on the Justice Court bench sine 1990 and I have jurisdiction of juvenile Class C misdemeanors in Denton County, including the offense of Failure to Attend School for the Little Elm and Lewisville Independent School Districts. I am an Honorary Life Member of the PTA, was a two-term President of the Lewisville Education Foundation and have served on the boards of Denton County Communities in Schools and the Boys & Girls Clubs of Denton County, Inc. Finally, I have [REDACTED] who entered [REDACTED] and graduated from [REDACTED] with honors. I am very familiar with this fast-growing rural/suburban area and the needs of at-risk students in public schools.

Many of the juvenile offenders I see in my court are truant from school, or are "at risk" in some other way. The Little Elm ISD is a dedicated group of administrators and teachers that is stretched to its limits by rapid growth and a significant migrant population. The Colony High School is presently overcrowded, attempting to manage and educate over 2,000 students. Public school diagnostic and treatment services can be a bewildering bureaucracy to even the most dedicated parent. Private tutoring and commercial diagnostic and treatment services are cost-prohibitive to a middle-class household. A significant number of students who do not technically "drop out" either remain in school and fail to graduate by the age of 18, or are channeled into inadequate General Education (GED) programs (no longer even identified as "General Equivalent" programs). Others complete "cooperative education" tracks where they work at jobs in the community half the day and their educational needs are only marginally met.

The proposed open-enrollment charter school in The Colony would serve the students of both Little Elm and The Colony. I believe a successful charter school would be an asset to both communities, as a meaningful educational alternative for parents whose children do not function well in the traditional public school environment. The state's interest in mandating educational parameters for its citizens is underscored by laws that hold parents criminally liable for failing to require their children's school attendance, and students themselves are criminally responsible for voluntary absences. I support competent charter schools as a way to protect the interest of the state in an educated citizenry, by providing affordable alternatives for parental compliance with the law by augmenting public education.

Sincerely,

Deborah B. Hollifield

DBH/hs

00244



Advocacy & Pregnancy Center

July 17, 2000

## TO WHOM IT MAY CONCERN:

For the past nine years, I have been involved with the work of the Advocacy & Pregnancy Center. I have been the Executive Director for the last three years.

We serve almost 200 young women every month, providing either free pregnancy tests or practical assistance. About half the girls seen at this pregnancy center are 19 years old or younger and are school aged women. Not all the women seen at the APC are pregnant. About half are not, but the factors in their lives that put them at risk for pregnancy, also put them at risk for not completing their education within the framework of traditional public schools. We can't just keep doing things the same way and expect a different outcome.

Middle School and High School students face numerous challenges when they become pregnant. Parenting teens, both young women and men, many times fail to return to school after their baby is born, not because of a lack of desire for continued education, but because of the practical realities of providing for the needs of a child. I see many young women and men who are highly motivated to complete their education after their babies are born. Because of their unique situation, the traditional public school may not always enable them to do this in a time critical manner that meets their special needs. I believe that viable educational alternatives must be offered for students who face challenges such as these.

I support the Education Center for their desire to have an open enrollment charter school. I know this type of learning environment is needed in our community and will greatly increase the number of at-risk students who will successfully graduate from high school.

Sincerely,

Judy Lance  
Executive Director

MARY BLAIR WATTS  
7008 Sample Drive  
The Colony, Texas 75056  
(972) 625-4166 [REDACTED]

July 15, 2000

Texas Education Agency  
Austin, Texas

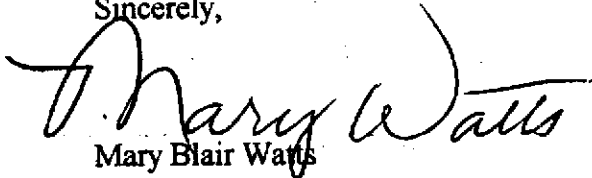
Ladies and Gentlemen,

The city of The Colony is composed of over 26,000 people; 43% of these residents (approximately 11,000) are under the age of 18.

Mass transit is not available to our students to transport them to optional educational facilities located in the immediate metropolitan area. Therefore, there is a tremendous need *in our city* for as many educational opportunities as possible.

It would be of great benefit to our community to have an open enrollment charter school located here.

Sincerely,



Mary Blair Watts  
Former Mayor  
City of The Colony

*Custom Programming Services*

\*SQL Applications (Native/Embedded)    \*CLIENT SERVER  
\*WATCOM    \*Visual Basic  
\*INFORMIX    \*Active Server Pages  
\*ORACLE  
\*SYBASE    \*CA-REALIA VISUAL COBOL  
\*Ingres    \*CA-REALIA COBOL  
\*Sql Server    \*MICROFOCUS COBOL  
\*DB2

Phone: (214)-477-4606

Internet: [www.ameritex-inc.com](http://www.ameritex-inc.com)

Fax: (972)-625-4354

January 11, 2000

To whom it may concern:

We at AmeriTex are in full support of The Education Center in The Colony, Texas being given charter school status. As a business person and a member of The Colony Business Women's Association I believe this could only be of benefit to the community and local business' like ours. I am personally aware of students currently attending the Education Center that show improvement in work ethic and academic ability. Becoming a charter school would only enhance the education quality of the school and in the end provide a better educated student coming into the work force. I don't feel this would negatively impact the existing public schools but only enhance the education system in the community. This of course is of benefit to this company and others in the community.

Sincerely,

Lisa Overlin  
Vice President  
Marketing/Sales

00247

# Hidden Genius Learning Solutions

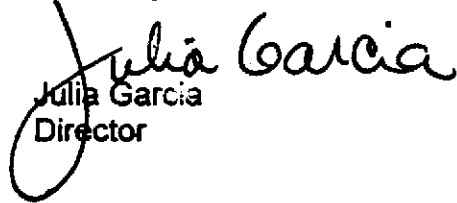
Davis Dyslexia Correction® Program • Distinctive Educational Products

January 15, 2000

Dear Sirs:

I am in support of a charter school in The Colony. I have lived and worked in The Colony for the past 10 years. As a member of the community, I believe that an educational environment such as this charter school would not only benefit the children attending but also make positive impact on our community.

Sincerely,

  
Julia Garcia  
Director

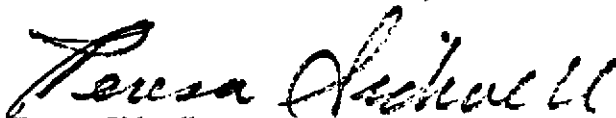
January 11, 2000

To whom it may concern;

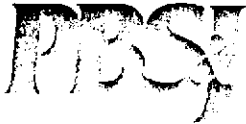
I would like to recommend that the Education Center in The Colony become a Charter School.

The Education Center is aimed at high risk kids with learning disabilities, or that do not fit into the normal realm of the regular public schools.

As a business owner in The Colony it would be nice for our children to have a place where they can learn on their own pace, instead of feeling inadequate trying to keep up with other kids.



Teresa Sidwell  
Renaissance Tax People



An employee-owned company

APPLICATION

Aug. 16, 2000

Re: Charter School Application

State of Texas Board of Education

To Whom It May Concern:

We wish to offer our support for the Charter School application being presented for your consideration. We strongly believe that Little Elm has grown and continues to grow to the point that a Charter School in this area is a feasible entity.

We trust you will look favorably on this application and grant the requested charter. If you have any comments or questions please feel free to contact me at my place of business at (972) 387-0775 ext. 125, or my home at (972) 335-4376.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Thomas W. Mauk'.

Thomas W. Mauk RPLS  
Sr. Staff Surveyor  
PBS&J

00250

# Center Stage Dance & Baton Academy



*5201 South Colony Blvd. Suite 650*

*P. O. Box 560571*

*The Colony, Tx 75056*

*(972) 625-3340*

January 14, 2000

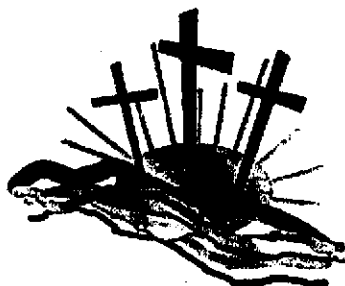
Center Stage Dance & Baton Academy supports the establishment of a "charter" school in The Colony.

A charter school in The Colony would enhance the education opportunities for "at risk" students that otherwise would not receive an education geared toward their needs and encourage students to continue their education that may otherwise drop out of the system.

CENTER STAGE DANCE & BATON ACADEMY

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

Owner



# FIRST BAPTIST CHURCH

4800 South Colony Blvd. ☞ The Colony, Texas 75056 ☞ (972) 625-1322

**Bruce Scofield**  
Pastor

**John Zanchuk**  
Associate Pastor of Service

**Ralph Baxter**  
Associate Pastor of Music

**Wally Leyerle**  
Associate Pastor of Discipleship

**Steve Allen**  
Associate Pastor of Students and  
Education

**Jan & Floyd Romero**  
Directors of Single Ministry

**Deanne Broumley**  
Director of Preschool Ministry

**Marci Sebastian**  
Mother's Day Out Director

**Donna Reneau**  
Administrative Assistant

July 18, 2000

To Who It May Concern:

I support the Ed Center for their desire to have an open enrollment charter school.

Sincerely,

A handwritten signature in cursive script that reads "Bruce Scofield".

**Bruce Scofield**  
Pastor

00252



# CANADA CUSTOM SPACES

APPLICATION

100 King Rd.  
Frisco, TX 75034

---

August 11, 2000

Mr. Nick Farley, D.Min.  
Executive Director  
The Education Center  
9146 Lonesome Dove  
Little Elm, TX 75068

Dear Mr. Farley,

The purpose of this letter is to congratulate you and your staff on your effort with The Education Center and offer countenance for your new charter school project. I hope that your effort to provide the community with an open enrollment charter school will succeed. I feel confident that The Colony and surrounding area will benefit from this type of supplement to our public schools.

Again, congratulations on The Education Center and feel free to use this letter as evidence of my support for you new project.

Sincerely,



E. D. Canada, Jr., Ph.D.

00253

**Living Word Baptist Church  
PO BOX 660  
Little Elm, TX 75068**

**January 14, 2000**

**To Whom It May Concern:**

**I believe a Charter School would be of great benefit to our  
community.**

**Sincerely:**

*Rev. Buddy Garland*

**Reverend Buddy Garland, Pastor  
Living Word Baptist Church**

Jan 15, 2000

To Who it will concern:

As Manager of a local business in The Colony, I employ several teenagers. I have employes some who currently attend the public school system and some who have attend private schools. I feel that the local Chapter 10 parent has the better they may support their children for the future. Our public school system is crowded. I see nothing wrong with a Charter school to ease some of this overcrowded room and to give parent another choice.

Sincerely,

William J. Jones

Manager, The Black Bush Video

6804 Main St.

The Colony, TX 75056

972 425-3035



**DOLLAR  
GENERAL  
CORPORATION**

100 MISSION RIDGE • GOODLETTSVILLE, TN 37072-2170 • PHONE 615.855.4000

January 13, 2000

To Whom It May Concern:

It has come to our attention that Salvaging Teens At Risk, Inc. is filing for an open enrollment charter school to serve students in this surrounding area. We see a need for such a school here in this area and want to go on record as offering our support to this endeavor. There are numerous young people here in the area that needs the personalized education that will be offered by this school. With a small enrollment, the open enrollment charter school should not have a great impact upon the local independent school districts. It will, however, fulfill a need that has existed for a long time in the Little Elm area.

Thank you for the consideration that you are giving to STAR and The Education Center open enrollment charter school in Little Elm.

Dollar General Corporation  
Store # 4604  
416 HWY 720  
Little Elm, TX 75068  
Deborah L. Conder, Store Manager

00256



Chamber of Commerce

---

P.O. BOX 560006, THE COLONY, TEXAS 75056 • (972) 625-4916

---

July 17, 2000

Texas Education Agency  
Division of Charter Schools  
1701 N. Congress  
Austin, Texas 78701

To whom it may concern:

It has come to our attention that Salvaging Teens At Risk, Inc. is petitioning to establish an open-enrollment charter school at The Education Center in The Colony. We believe a successful charter school would be an asset to our community, as a meaningful educational alternative for parents whose children do not function well in the traditional public school environment. We believe The Colony would support a state-chartered school that would be open to all children.

Sincerely,

A handwritten signature in cursive script that reads 'Steven Sims'.

Steven Sims  
2000 Chamber President

00257

# THE COLONY

Vol. 18 No. 39

APPLICATION  
 THURSDAY, JANUARY 20, 2000  
**COURIER-LEADER**  
 50 cents

## Center seeks to operate in school district

By MICHAEL BEACHUM  
 Staff writer

The Education Center in The Colony has recently applied to the State Board of Education for an approval to operate an open-enrollment charter school within the city.

A charter school is a public school established by nonprofit organizations, institutions of higher education or governmental entities which are publicly funded and are free from many state regulations that apply to other schools.

The endeavor is being sponsored by Eagle Education Reform Learning Systems Inc., and if approved, the company will offer personalized evaluation, diagnosis and prescription of academic subjects by means of a values-based curriculum which was developed by Educational Reform Inc.

"We have 15 charter schools in Texas that target students who are at a higher risk of dropping out of school," said Nick Farley, assistant superintendent of operations of Eagle Systems. "We personalize education, diagnose students and place them where they need based upon their capabilities."

Although each of the 15 schools have only been opened since August, Farley says that the charter schools are not a threat to school districts.

"We are constructing a cooperative effort with school districts," he said. "Ideally, we would rather go in and set up the program

Turn to LISD, Page 3A

## LISD

From 1A

within the local ISD."

Farley also says that the charter schools' small enrollment figures lower the threat that any district might perceive. Currently, charters work under contract with the TEA.

But charter schools have been met with mixed feelings.

As new reports begin to trickle in, it is apparent that, based on the Texas Academic Assessment Skills (TAAS), some charter schools have proven to be less than they promise and are simply money-making endeavors.

But, explains Mike Killian, associate superintendent for LISD, "a district doesn't see the endeavor as a threat.

"We've not seen any impact

with charter schools in our district," said Killian of the potential school and one existing charter school, a performance arts conservatory in Flower Mound, which is within the district.

"Again, that's a choice that parents have," said Killian of parents' options to choose charter schools.

"Most people are satisfied with the education they are receiving from our school system," he said.

If approved, The Education Center Charter School will open in the fall of 2000 and will comprise grades six through twelve, with a maximum enrollment of 50 students. The school would be located at 7336 N. Main St. in The Colony.

For information, contact Nick Farley at 972-434-0229.

Contact staff writer Michael Beachum at 972-436-0566, Ext. 173, or by e-mail at [Newslead@aol.com](mailto:Newslead@aol.com)

ATTACHMENT # 19  
Statements of Impact to School District Proof

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

Little Elm, TX 75068

Postage	\$ 3.20
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 5.85</b>

Postmark Here

Recipient's Name (Please Print Clearly) (to be completed by mailer)  
 Little Elm ISD  
 Street, Apt. No., or PO Box No.  
 500 LOBO LN  
 City, State, ZIP+4  
 Little Elm, TX 75068

PS Form 3800, February 2000 See Reverse for Instructions

9962 20E9 9T00 004E 6602

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

Pilot Point TX 76254

Postage	\$ 3.20
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 5.85</b>

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 Pilot Point ISD  
 Street, Apt. No., or PO Box No.  
 829 S Harrison  
 City, State, ZIP+4  
 Pilot Point TX 76258-9584

PS Form 3800, February 2000 See Reverse for Instructions

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 (Domestic Mail Only; No Insurance Coverage Provided)

Carrollton TX 75011

Postage	\$ 3.20
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 5.85</b>

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Recipient's Name (Please Print Clearly) (to be completed by mailer)  
 C.F.B. ISD  
 Street, Apt. No., or PO Box No.  
 P.O. Box 115186  
 City, State, ZIP+4  
 Carrollton, TX 75011-5186

PS Form 3800, February 2000 See Reverse for Instructions

**U.S. Postal Service**  
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 (Domestic Mail Only; No Insurance Coverage Provided)

Denton TX 76202

Postage	\$ 3.20
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 5.85</b>

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 Denton ISD  
 Street, Apt. No., or PO Box No.  
 P.O. Box 2387  
 City, State, ZIP+4  
 Denton TX 76202-5309

PS Form 3800, February 2000 See Reverse for Instructions

5692 20E9 9T00 004E 6602

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

Frisco TX 75034

Postage	\$ 3.20
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 5.85</b>

Postmark Here

Recipient's Name (Please Print Clearly) (to be completed by mailer)  
 FRISCO ISD  
 Street, Apt. No., or PO Box No.  
 PO BOX 910  
 City, State, ZIP+4  
 FRISCO TX 75034-0910

PS Form 3800, February 2000 See Reverse for Instructions

1062 20E9 9T00 004E 6602

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

Plano TX 75075

Postage	\$ 3.20
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 5.85</b>

Postmark Here

Recipient's Name (Please Print Clearly) (to be completed by mailer)  
 PLANO ISD  
 Street, Apt. No., or PO Box No.  
 2700 W. 15th  
 City, State, ZIP+4  
 Plano, TX 75075-5898

PS Form 3800, February 2000 See Reverse for Instructions



7099 3400 001A 6302 2932

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

Lewisville TX 75067

Postage	\$ 3.20
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 5.85</b>

Postmark Here

Recipient's Name (Please Print Clearly) (to be completed by mailer)  
 Lewisville ISD  
 Street, Apt. No., or PO Box No.  
 PO Box 217  
 City, State, ZIP+4  
 Lewisville TX 75067-0217

PS Form 3800, February 2000 See Reverse for Instructions

7099 3400 001A 6302 2925

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

Proper TX 75078

Postage	\$ 3.20
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 5.85</b>

Postmark Here

Recipient's Name (Please Print Clearly) (to be completed by mailer)  
 Prosper ISD  
 Street, Apt. No., or PO Box No.  
 PO Box 100  
 City, State, ZIP+4  
 Prosper TX 75078-0100

PS Form 3800, February 2000 See Reverse for Instructions

7099 3400 001A 6302 2956

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

Aubrey TX 76227

Postage	\$ 3.20
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 5.85</b>

Postmark Here

Recipient's Name (Please Print Clearly) (to be completed by mailer)  
 Aubrey ISD  
 Street, Apt. No., or PO Box No.  
 415 Tisdell Lane  
 City, State, ZIP+4  
 Aubrey TX 76227-9619

PS Form 3800, February 2000 See Reverse for Instructions

7099 3400 001A 6302 2882

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

Celina TX 75009

Postage	\$ 3.20
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 5.85</b>

Postmark Here

Recipient's Name (Please Print Clearly) (to be completed by mailer)  
 Celina ISD  
 Street, Apt. No., or PO Box No.  
 P.O. Box 188  
 City, State, ZIP+4  
 Celina TX 75009-0188

PS Form 3800, February 2000 See Reverse for Instructions

THE EDUCATION CENTER

**Impact Statement:** OK. A statement that the impact notices were sent, and a list of districts, is included in the application (p. 49), as well as copies of the return receipts (Attachment #19). Dallas ISD was not included.

**Public Notice:** OK (Attachment #7). We may want to consider, though, whether the school's geographic service area should be narrowed. The school clearly intends to draw overwhelmingly from two specific areas (The Colony and Little Elm), and published its notices in newspapers circulated in that area, rather than ones in general circulation throughout its geographic service area (including all of Dallas County).

**Geographic Boundaries:** OK, though very large (all of Denton County, Collin County, and Dallas County) (p. 47)

**Admissions:** Use of a first-come, first-served policy (p. 79) is problematic here, especially where such a large geographic service area has been designated. The application states that the policy "serves The Education Center's mission of equally respecting the rights of all people in its service area," but students throughout the Dallas metro area (or at least all of Dallas County) cannot have an equal chance to apply when public notice has been published only in *The Little Elm Journal* and *The Colony Courier-Leader*. Again, it seems that the best remedy is narrowing the geographic service area. Even if they do, however, they should designate an application period, accept applications throughout that period, and then conduct a lottery if they receive excess applications. First-come, first-served in this situation may amount to a *de facto* preference for students based on proximity to the school.

**Facilities:** The Little Elm school will be operated in a church facility (p. 41), so we need to make sure that the school's founders understand their obligation to remove religious insignia or messages from the classrooms and other student areas. Otherwise seems OK (p. 40 and Attachment #15).

**Governance Structure:** The governance structure appears to be acceptable, although there are some discrepancies between the application and the by-laws for the sponsoring entity STAR. The application says that the terms of the five permanent members of the Board of Trustees shall not expire (pp. 8, 14, 15). However, the STAR by-laws say that the term of the members of the initial founding board of trustees shall be five years, that no trustee shall serve for more than two consecutive terms, and that a term cannot be extended even by amending the articles of incorporation or by-laws (Attachment #3).

**Evidence of Nonprofit Status:** OK (Attachment #1).

**Assurance Requested:** Will the proposed charter provide a signed, written statement of assurance that the charter will follow special education guidelines stipulated in the State Board of Education Rules, Commissioner Rules, Texas Education Code, and Final Regulations (March 1999) of IDEA?

The Education Center will follow all current special education guidelines as stipulated in the State Board of Education Rules, Commissioner Rules, Texas Education Code, and Final Regulations (March 1999) of IDEA. In an effort to maintain followship of all current rules and codes, The Education Center staff who work in the area of special education will attend training sessions, whenever possible, offered through the Texas Education Agency and the Educational Regional Services Center for Region 11. Ongoing research and study of the State Board of Education Rules, Commissioner Rules, Texas Education Code, and Final Regulations (March 1999) of IDEA will be conducted as deemed necessary in order to comply. Questions which cannot be answered through research and study of the above mentioned codes and rules will be forwarded to the Texas Education Agency Special Education Department for clarification prior to the taking of any questionable actions.

  
Chief Executive Officer

11-27-00  
Date

Charter

**EDUCATION CENTER INTERNATIONAL ACADEMY**

This contract is executed between the Texas State Board of Education (the "Board") and ARISE! Inc. ("Charter Holder") for an open-enrollment charter to operate a Texas public school.

**General**

1. Definitions. As used in this contract:  
"Charter" means the open-enrollment charter, as provided by Subchapter D, Chapter 12, Texas Education Code (TEC), granted by this contract.  
  
"Charter Holder" means the sponsoring entity identified in the charter application.  
  
"Charter school" means the open-enrollment charter school. Charter Holder agrees to operate as provided in this contract. The charter school is a Texas public school and a charter school within the meaning of 20 U.S.C. §8066 .  
  
"Agency" means the Texas Education Agency.
2. The Charter. This contract grants to Charter Holder an open-enrollment charter under Subchapter D, Chapter 12, TEC. The terms of the charter include: (a) this contract; (b) applicable law; (c) Request for Application #701-01-004; (d) any condition, amendment, modification, revision or other change to the charter adopted or ratified by the Board; (e) all statements, assurances, commitments and representations made by Charter Holder in its application for charter, attachments or related documents, to the extent consistent with (a) through (d); and (f) assurance by Charter Holder, evidenced by execution of this contract, that no false information was submitted to the Agency or the Board by Charter Holder, its agents or employees in support of its application for charter.
3. Authority Granted by Charter. The charter authorizes Charter Holder to operate a charter school subject to the terms of the charter. Action inconsistent with the terms of the charter shall constitute a material violation of the charter.
4. Alienation of Charter. The charter may not be assigned, encumbered, pledged or in any way alienated for the benefit of creditors or otherwise. Charter Holder may not delegate, assign, subcontract or otherwise alienate any of its rights or responsibilities under the charter. Any attempt to do so shall be null and void and of no force or effect; provided, however, that Charter Holder may contract at fair market value for services necessary to carry out policies adopted by Charter Holder or the governing body of the charter school. Charter Holder may not engage or modify the terms of the engagement of a private management company without approval by the Board in accordance with Paragraph 7 of this contract.

5. Term of Charter. The charter shall be in effect from the date of execution through August 1, 2006, unless renewed or terminated.
6. Renewal of Charter. On timely application by Charter Holder in a manner prescribed by the Board, the charter may be renewed for an additional period determined by the Board. The charter may be renewed only by written amendment approved by vote of the Board and properly executed by its chair.
7. Revision by Agreement. The terms of the charter may be revised with the consent of Charter Holder by written amendment approved by vote of the Board. For purposes of this paragraph, the terms of the charter include, among other provisions, specifications concerning the school's governance structure, characteristics of the educational program to be offered, and the location, type and number of facilities at which the school will operate. The commissioner of education ("the commissioner") may revise the charter on a provisional basis during an interim between Board meetings; however, such action shall expire unless ratified by the Board at its next regular meeting. Nothing in this paragraph limits the authority of the Board or the commissioner to act in accordance with other provisions of this contract.

## Students

8. Open Enrollment. Admission and enrollment of students shall be open to any person who resides within the geographic boundaries stated in the charter and who is eligible for admission based on lawful criteria identified in the charter. Total enrollment shall not exceed the maximum number of students approved by the State Board of Education. The charter school's admission policy shall prohibit discrimination on the basis of sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the student would otherwise attend. Students who reside outside the geographic boundaries stated in the charter shall not be admitted to the charter school until all eligible applicants who reside within the boundaries have been enrolled. Students will be admitted on the basis of a lottery if more students apply for admission than can be accommodated.
9. Public Education Grant Students. Charter Holder shall adopt an express policy providing for the admission of, and shall admit under such policy, students eligible for a public education grant, including those students who reside outside the geographic area identified in the charter application, under Subchapter G, Chapter 29, TEC.
10. Non-discrimination. The charter school shall not discriminate against any student or employee on the basis of race, creed, sex, national origin, religion, disability or need for special education services.
11. Non-religious instruction and affiliation. The charter school shall not conduct religious instruction. The charter school, the sponsoring entity, and any entity that owns or controls the sponsoring entity in whole or in part (including by the power to select

officers or directors) shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations.

12. Children with Disabilities. The charter school is a "local educational agency" as defined by federal law. Charter Holder must comply with the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §1401, et seq., and implementing regulations; Section 504 of the Rehabilitation Act of 1973 ("Section 504"), 29 U.S.C. §794, and implementing regulations; Title II of the Americans with Disabilities Act, 42 U.S.C. §12131-12165, and implementing regulations; Chapter 29, TEC. and implementing rules; and the many court cases applying these laws. For example:
  - (a) Child Find. Charter Holder must adopt and implement policies and practices that affirmatively seek out, identify, locate, and evaluate children with disabilities enrolled in the charter school or contacting the charter school regarding enrollment, and must develop and implement a practical method to determine which children with disabilities are currently receiving needed special education and related services. For each eligible child, Charter Holder must develop and offer an individualized education plan appropriate to the needs of that student.
  - (b) Free Appropriate Public Education. Charter Holder must provide a free appropriate public education to all children including children with disabilities otherwise eligible to enroll in the charter school. If the program, staff or facilities of the charter school are not capable of meeting the needs of a particular child, Charter Holder must implement changes necessary to accommodate the child at the charter school. If reasonable accommodations would be insufficient to enable the child to benefit from the charter school's program, Charter Holder must, at its own expense, place the child at an appropriate school.
  - (c) Services to Expelled Students. Charter Holder must continue to provide a free appropriate public education to a child with disabilities even after expelling or suspending the child for valid disciplinary reasons. This obligation to serve the child continues until the end of the school year.
  - (d) Monitoring. The charter school's implementation of the laws governing education of children with disabilities will be monitored for compliance by the United States Department of Education, Office of Special Education Programs; the United States Department of Education, Office of Civil Rights; the Texas Education Agency; and others. This monitoring activity includes responding to complaints, random on-site inspections and other investigations by the enforcing agencies, and will result in corrective actions imposed on Charter Holder by these agencies for all discrepancies found. The charter school shall also be monitored for effectiveness and compliance in implementing all applicable federal programs.
  - (e) Due Process Hearings. The charter school's implementation of the laws governing education of children with disabilities will, in addition, be subject to court supervision via litigation against Charter Holder brought by individuals affected by the actions of the charter school. The cost of this litigation can be substantial.

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Notice: These are only a few of the charter school's legal responsibilities in this area, included here for illustrative purposes only.

13. Student Performance and Accountability. Charter Holder shall satisfy Subchapters B, C, D, and G of Chapter 39 of the TEC, and related Agency rules, as well as the student performance accountability criteria stated in its application for charter. Charter Holder shall annually provide in a manner and form defined by the commissioner a written evaluation of the charter school's compliance with the statements, assurances, commitments and representations made by Charter Holder in its application for a charter, attachments, and related documents.
14. Criminal History. Charter Holder shall take prompt and appropriate measures if Charter Holder or the charter school, or any of their employees or agents, obtains information that an employee or volunteer of the charter school or an employee, officer, or board member of a management company contracting with the charter school has a reported criminal history that bears directly on the duties and responsibilities of the employee, volunteer, or management company at the school. Charter Holder further represents that the Board and the Agency shall be notified immediately of such information and the measures taken.
15. Reporting Child Abuse or Neglect. Charter Holder shall adopt and disseminate to all charter school staff and volunteers a policy governing child abuse reports required by Chapter 261, Texas Family Code. The policy shall require that employees, volunteers or agents of Charter Holder or the charter school report child abuse or neglect directly to an appropriate entity listed in Chapter 261, Texas Family Code.
16. Notice to District. Charter Holder shall notify the school district in which the student resides within three business days of any action expelling or withdrawing a student from the charter school.
17. School Year. Charter Holder shall adopt a school year with fixed beginning and ending dates.

### Financial Management

18. Fiscal Year. Charter Holder shall adopt a fiscal year beginning September 1 and ending August 31.
19. Financial Accounting. Unless otherwise notified by the Agency, Charter Holder shall comply fully with generally accepted accounting principles ("GAAP") and the Financial Accountability System Resource Guide, Bulletin 679 or its successor ("Bulletin 679") published by the Agency in the management and operation of the charter school. Charter Holder shall also comply with the standards for financial management systems outlined in 34 CFR § 80.20.
20. Federal Withholding Requirements. Failure to comply with Internal Revenue Service withholding regulations shall constitute a material violation of the charter.

21. Workers' Compensation. Charter Holder shall extend workers' compensation benefits to charter school employees by (1) becoming a self-insurer; (2) providing insurance under a workers' compensation insurance policy; or (3) entering into an agreement with other entities providing for self-insurance.
22. Annual Audit. Charter Holder shall at its own expense have the financial and programmatic operations of the charter school audited annually by a certified public accountant holding a permit from the Texas State Board of Public Accountancy. Charter Holder shall file a copy of the annual audit report, approved by Charter Holder, with the Agency not later than the 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.
23. Attendance Accounting. To the extent required by the commissioner, Charter Holder shall comply with the "Student Attendance Accounting Handbook" published by the Agency; provided, however, that Charter Holder shall report attendance data to the Agency at six-week intervals or as directed by the Agency.
24. Foundation School Program. Distribution of funds to the charter school under Section 12.106, TEC, is contingent upon Charter Holder's compliance with the terms of the charter. Charter Holder is ineligible to receive Foundation School Program funds prior to execution of this contract by the Board. Within 30 days of receiving notice of overallocation and request for refund under Section 42.258, TEC, Charter Holder shall transmit to the Agency an amount equal to the requested refund. If Charter Holder fails to make the requested refund, the Agency may recover the overallocation by any means permitted by law, including but not limited to the process set forth in Section 42.258, TEC.
25. Tuition and Fees. Charter Holder shall not charge tuition and shall not charge a fee except that it may charge a fee listed in Subsection 11.158(a), TEC.
26. Assets of Charter. Charter Holder shall not apply, hold, credit, transfer or otherwise make use of funds, assets or resources of the charter school for any purpose other than operation of the charter school described in the charter.
27. Indebtedness of Charter. Charter Holder shall not incur a debt, secure an obligation, extend credit, or otherwise make use of the credit or assets of the charter school for any purpose other than operation of the charter school described in the charter.
28. Interested Transactions. All financial transactions between the charter school and (a) Charter Holder; (b) an officer, director, or employee of Charter Holder or of the charter school; or (c) a person or entity having partial or complete control over Charter Holder or the charter school shall be separately and clearly reflected in the accounting, auditing, budgeting, reporting, and record keeping systems of the charter school. Charter Holder shall not transfer any asset of the charter or incur any debt except in return for goods or services provided for the benefit of the charter school at fair market value.



29. Non-Charter Activities. Charter Holder shall keep separate and distinct accounting, auditing, budgeting, reporting, and record keeping systems for the management and operation of the charter school. Any business activities of Charter Holder not directly related to the management and operation of the charter school shall be kept in separate and distinct accounting, auditing, budgeting, reporting, and record keeping systems from those reflecting activities under the charter. Any commingling of charter and non-charter business in these systems shall be a material violation of the charter.

## Governance and Operations

30. Non-Profit Status. Charter Holder shall take and refrain from all acts necessary to be and remain in good standing as an organization exempt from taxation under Section 501(c)(3), Internal Revenue Code. If Charter Holder is incorporated, it shall in addition comply with all applicable laws governing its corporate status. Failure to comply with this paragraph is a material violation of the charter, and the Board may act on the violation even if the Internal Revenue Service, Secretary of State, or other body with jurisdiction has failed to act.
31. Records Retention and Management. Charter Holder shall implement a records management system that conforms to the system required of school districts under the Local Government Records Act, Section 201.001, et seq., Local Government Code, and rules adopted thereunder; provided, however, that records subject to audit shall be retained and available for audit for a period of not less than five (5) years from the latter of the date of termination or renewal of the charter.
32. PEIMS Reporting. Charter Holder shall report timely and accurate information to the Public Education Information Management System (PEIMS), as required by the commissioner.
33. Conflict of Interest. Charter Holder shall comply with any applicable prohibition, restriction or requirement relating to conflicts of interest or fiduciary duties. If an officer or board member of Charter Holder or of the charter school has a substantial interest, within the meaning of Chapter 171, Local Government Code, in a transaction, such interest shall be disclosed in public session at a duly called meeting of the governing body prior to any action on the transaction.
34. Disclosure of Campaign Contributions. Charter Holder shall adopt policies that will ensure compliance with the disclosure requirements of State Board of Education Operating Rule 4.3 or its successor.
35. Indemnification. Charter Holder shall hold the Board and Agency harmless from and shall indemnify the Board and Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising out of, or in connection with wrongful acts of Charter Holder, its agents, employees, and subcontractors.

36. Failure to Operate. Charter Holder shall operate the charter school for the full school term as described in the charter application in each year of the charter contract. Charter Holder may not suspend operation for longer than 21 days without a revision to its charter, adopted by the Board, stating that the charter school is dormant and setting forth the date on which operations shall resume and any applicable conditions. Charter Holder may not suspend operation of the school for a period of more than three days without mailing written notice to the parent or guardian of each student and to the Agency at least 14 days in advance of the suspension. Suspension of operations in violation of this paragraph shall constitute abandonment of this contract and of the charter.
37. Charter School Facility. Charter Holder shall have and maintain throughout the term of the charter a lease agreement, title or other legal instrument granting to Charter Holder the right to occupy and use one or more facilities suitable for use as the charter school facilities described by the charter. During any period of dormancy granted by the Board, this requirement may be waived by the Board. Facilities occupied and used as charter school facilities shall comply with all applicable laws, including, but not limited to, the Texas Architectural Barriers Act, Article 9102, Vernon's Texas Civil Statutes. The charter school shall not change location of its instructional facilities or administrative offices from those listed in the charter application or in a subsequent charter amendment without prior approval Board. When approved by the Board for a new location for an instructional facility, the charter Holder shall, prior to commencing school operations at that location, submit to the Charter Schools Division a certificate of occupancy or equivalent certificate for use of the facility at the new location as a public school, as required in the charter application.
38. Access by the Handicapped. Facilities occupied and used by charter schools shall comply with the Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Accessibility Guidelines; 28 CFR Part 35 (Nondiscrimination on the Basis of Disability in State and Local Government Services); the Uniform Federal Accessibility Standards required by the federal Architectural Barriers Act of 1968, as amended; and other applicable federal requirements. In addition, the charter Holder shall require the facility to comply with the Texas Accessibility Standards (TAS) of the Texas Architectural Barriers Act, Article 9201, Texas Civil Statutes, promulgated by the Texas Department of Licensing and Regulation. The charter Holder shall be responsible for conducting inspections to ensure compliance with these specifications.

### Enforcement

39. Agency Investigations. The commissioner may in his sound discretion direct the Agency to conduct investigations of the charter school to determine compliance with the terms of the charter or as authorized in the Texas Education Code or other law. Charter Holder, its employees and agents shall fully cooperate with such investigations. Failure to timely comply with reasonable requests for access to sites, personnel, documents or things is a material violation of the charter.

40. Commissioner Authority. The commissioner in his sole discretion may take any action authorized by Section 39.131, TEC, Chapter 29, TEC, or Chapter 42, TEC relating to the charter school. Such action is not "adverse action" as used in this contract. Charter Holder, its employees and agents shall fully cooperate with such actions. Failure to timely comply with any action authorized by Section 39.131, TEC or Chapter 29, TEC is a material violation of the charter.
41. Adverse Action. The Board in its sole discretion may modify, place on probation, revoke or deny timely renewal of the charter for cause ("adverse action"). Each of the following shall be cause for adverse action on the charter: (a) any material violation of the terms of the charter listed in paragraphs 2, 3, and 20; (b) failure to satisfy generally accepted accounting standards of fiscal management; or (c) failure to comply with an applicable law or rule.

### This Agreement

42. Entire Agreement. This contract, including all referenced attachments and terms incorporated by reference, contains the entire agreement of the parties. All prior representations, understandings and discussions are merged into, superseded by and canceled by this contract.
43. Severability. If any provision of this contract is determined by a court or other tribunal to be unenforceable or invalid for any reason, the remainder of the contract shall remain in full force and effect, so as to give effect to the intent of the parties to the extent valid and enforceable.
44. Conditions of Contract. Execution of this contract by the Board is conditioned on full and timely compliance by Charter Holder with: (a) the terms, required assurances and conditions of Request for Application #701-01-004; (b) applicable law; and (c) all commitments and representations made in Charter Holder's application and any supporting documents (to the extent such commitments and representations are consistent with the terms of this contract).
45. No Waiver of Breach. No assent, express or implied, to any breach of any of the covenants or agreements herein shall waive any succeeding or other breach.
46. Venue. Any suit arising under this contract shall be brought in Travis County, Texas.
47. Governing Law. In any suit arising under this contract, Texas law shall apply.
48. Authority. By executing this contract, Charter Holder represents that it is an "eligible entity" within the meaning of Section 12.101 (a), TEC. Charter Holder shall immediately notify the Board of any legal change in its status, which would disqualify it from holding the charter, of any violation of the terms and conditions of this contract, or of any change in the chief operating officer of the Charter Holder. Charter Holder further represents that the person signing this contract has been properly delegated authority to do so.

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Entered into this 7th day of August 2001.

Texas State Board of Education

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By Grace Shore, Chairman

Charter Holder

Donna Townsend 8/7/01  
(signature/date)

Donna Townsend  
Chairperson, Governing Board of Charter Holder

Donna Townsend D.O. 8/7/01  
(signature/date)

Donna Townsend  
Chief Operating Officer of Charter School

**THE EDUCATION CENTER**

This contract is executed between the Texas State Board of Education (the "Board") and **Salvaging Teens At Risk, Inc.** ("Charterholder") for an open-enrollment charter to operate a Texas public school.

**General**

1. Definitions. As used in this contract:
  - "Charter" means the open-enrollment charter, as provided by Subchapter D, Chapter 12, Texas Education Code (TEC), granted by this contract.
  - "Charterholder" means the sponsoring entity identified in the charter application.
  - "Charter school" means the open-enrollment charter school. Charterholder agrees to operate as provided in this contract. The charter school is a Texas public school and a charter school within the meaning of 20 U.S.C. §8066 .
  - "Agency" means the Texas Education Agency.
  
2. The Charter. This contract grants to Charterholder an open-enrollment charter under Subchapter D, Chapter 12, TEC. The terms of the charter include: (a) this contract; (b) applicable law; (c) Request for Application #701-01-004; (d) any condition, amendment, modification, revision or other change to the charter adopted or ratified by the Board; (e) all statements, assurances, commitments and representations made by Charterholder in its application for charter, attachments or related documents, to the extent consistent with (a) through (d); and (f) assurance by Charterholder, evidenced by execution of this contract, that no false information was submitted to the Agency or the Board by Charterholder, its agents or employees in support of its application for charter.
  
3. Authority Granted by Charter. The charter authorizes Charterholder to operate a charter school subject to the terms of the charter. Action inconsistent with the terms of the charter shall constitute a material violation of the charter.
  
4. Alienation of Charter. The charter may not be assigned, encumbered, pledged or in any way alienated for the benefit of creditors or otherwise. Charterholder may not delegate, assign, subcontract or otherwise alienate any of its rights or responsibilities under the charter. Any attempt to do so shall be null and void and of no force or effect; provided, however, that Charterholder may contract at fair market value for services necessary to carry out policies adopted by Charterholder or the governing body of the charter school. Charterholder may not engage or modify the terms of the engagement of a private management company without approval by the Board in accordance with Paragraph 7 of this contract.

CONTRACT SEC.



5. Term of Charter. The charter shall be in effect from the date of execution through August 1, 2005, unless renewed or terminated.
6. Renewal of Charter. On timely application by Charterholder in a manner prescribed by the Board, the charter may be renewed for an additional period determined by the Board. The charter may be renewed only by written amendment approved by vote of the Board and properly executed by its chair.
7. Revision by Agreement. The terms of the charter may be revised with the consent of Charterholder by written amendment approved by vote of the Board. For purposes of this paragraph, the terms of the charter include, among other provisions, specifications concerning the school's governance structure, characteristics of the educational program to be offered, and the location, type and number of facilities at which the school will operate. The commissioner of education ("the commissioner") may revise the charter on a provisional basis during an interim between Board meetings; however, such action shall expire unless ratified by the Board at its next regular meeting. Nothing in this paragraph limits the authority of the Board or the commissioner to act in accordance with other provisions of this contract.

<b>Students</b>
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8. Open Enrollment. Admission and enrollment of students shall be open to any person who resides within the geographic boundaries stated in the charter and who is eligible for admission based on lawful criteria identified in the charter. Total enrollment shall not exceed the maximum number of students approved by the State Board of Education. The charter school's admission policy shall prohibit discrimination on the basis of sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the student would otherwise attend. Students who reside outside the geographic boundaries stated in the charter shall not be admitted to the charter school until all eligible applicants who reside within the boundaries have been enrolled. Students will be admitted on the basis of a lottery if more students apply for admission than can be accommodated.
9. Public Education Grant Students. Charterholder shall adopt an express policy providing for the admission of, and shall admit under such policy, students eligible for a public education grant, including those students who reside outside the geographic area identified in the charter application, under Subchapter G, Chapter 29, TEC.
10. Non-discrimination. The charter school shall not discriminate against any student or employee on the basis of race, creed, sex, national origin, religion, disability or need for special education services.
11. Non-religious instruction and affiliation. The charter school shall not conduct religious instruction. The charter school, the sponsoring entity, and any entity that owns or controls the sponsoring entity in whole or in part (including by the power to select

officers or directors) shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations.

12. Children with Disabilities. The charter school is a "local educational agency" as defined by federal law. Charterholder must comply with the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §1401, et seq., and implementing regulations; Section 504 of the Rehabilitation Act of 1973 ("Section 504"), 29 U.S.C. §794, and implementing regulations; Title II of the Americans with Disabilities Act, 42 U.S.C. §12131-12165, and implementing regulations; Chapter 29, TEC, and implementing rules; and the many court cases applying these laws. For example:
- (a) Child Find. Charterholder must adopt and implement policies and practices that affirmatively seek out, identify, locate, and evaluate children with disabilities enrolled in the charter school or contacting the charter school regarding enrollment, and must develop and implement a practical method to determine which children with disabilities are currently receiving needed special education and related services. For each eligible child, Charterholder must develop and offer an individualized education plan appropriate to the needs of that student.
  - (b) Free Appropriate Public Education. Charterholder must provide a free appropriate public education to all children including children with disabilities otherwise eligible to enroll in the charter school. If the program, staff or facilities of the charter school are not capable of meeting the needs of a particular child, Charterholder must implement changes necessary to accommodate the child at the charter school. If reasonable accommodations would be insufficient to enable the child to benefit from the charter school's program, Charterholder must, at its own expense, place the child at an appropriate school.
  - (c) Services to Expelled Students. Charterholder must continue to provide a free appropriate public education to a child with disabilities even after expelling or suspending the child for valid disciplinary reasons. This obligation to serve the child continues until the end of the school year.
  - (d) Monitoring. The charter school's implementation of the laws governing education of children with disabilities will be monitored for compliance by the United States Department of Education, Office of Special Education Programs; the United States Department of Education, Office of Civil Rights; the Texas Education Agency; and others. This monitoring activity includes responding to complaints, random on-site inspections and other investigations by the enforcing agencies, and will result in corrective actions imposed on Charterholder by these agencies for all discrepancies found. The charter school shall also be monitored for effectiveness and compliance in implementing all applicable federal programs.
  - (e) Due Process Hearings. The charter school's implementation of the laws governing education of children with disabilities will, in addition, be subject to court supervision via litigation against Charterholder brought by individuals affected by the actions of the charter school. The cost of this litigation can be substantial.

Notice: These are only a few of the charter school's legal responsibilities in this area, included here for illustrative purposes only.

13. Student Performance and Accountability. Charterholder shall satisfy Subchapters B, C, D, and G of Chapter 39 of the TEC, and related Agency rules, as well as the student performance accountability criteria stated in its application for charter. Charterholder shall annually provide in a manner and form defined by the commissioner a written evaluation of the charter school's compliance with the statements, assurances, commitments and representations made by Charterholder in its application for a charter, attachments, and related documents.
14. Criminal History. Charterholder shall take prompt and appropriate measures if Charterholder or the charter school, or any of their employees or agents, obtains information that an employee or volunteer of the charter school or an employee, officer, or board member of a management company contracting with the charter school has a reported criminal history that bears directly on the duties and responsibilities of the employee, volunteer, or management company at the school. Charterholder further represents that the Board and the Agency shall be notified immediately of such information and the measures taken.
15. Reporting Child Abuse or Neglect. Charterholder shall adopt and disseminate to all charter school staff and volunteers a policy governing child abuse reports required by Chapter 261, Texas Family Code. The policy shall require that employees, volunteers or agents of Charterholder or the charter school report child abuse or neglect directly to an appropriate entity listed in Chapter 261, Texas Family Code.
16. Notice to District. Charterholder shall notify the school district in which the student resides within three business days of any action expelling or withdrawing a student from the charter school.
17. School Year. Charterholder shall adopt a school year with fixed beginning and ending dates.

<b>Financial Management</b>
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18. Fiscal Year. Charterholder shall adopt a fiscal year beginning September 1 and ending August 31.
19. Financial Accounting. Unless otherwise notified by the Agency, Charterholder shall comply fully with generally accepted accounting principles ("GAAP") and the Financial Accountability System Resource Guide, Bulletin 679 or its successor ("Bulletin 679") published by the Agency in the management and operation of the charter school. Charter holder shall also comply with the standards for financial management systems outlined in 34 CFR § 80.20.
20. Federal Withholding Requirements. Failure to comply with Internal Revenue Service withholding regulations shall constitute a material violation of the charter.



21. Workers' Compensation. Charterholder shall extend workers' compensation benefits to charter school employees by (1) becoming a self-insurer; (2) providing insurance under a workers' compensation insurance policy; or (3) entering into an agreement with other entities providing for self-insurance.
22. Annual Audit. Charterholder shall at its own expense have the financial and programmatic operations of the charter school audited annually by a certified public accountant holding a permit from the Texas State Board of Public Accountancy. Charterholder shall file a copy of the annual audit report, approved by Charterholder, with the Agency not later than the 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.
23. Attendance Accounting. To the extent required by the commissioner, Charterholder shall comply with the "Student Attendance Accounting Handbook" published by the Agency; provided, however, that Charterholder shall report attendance data to the Agency at six-week intervals or as directed by the Agency.
24. Foundation School Program. Distribution of funds to the charter school under Section 12.106, TEC, is contingent upon Charterholder's compliance with the terms of the charter. Charterholder is ineligible to receive Foundation School Program funds prior to execution of this contract by the Board. Within 30 days of receiving notice of overallocation and request for refund under Section 42.258, TEC, Charterholder shall transmit to the Agency an amount equal to the requested refund. If Charterholder fails to make the requested refund, the Agency may recover the overallocation by any means permitted by law, including but not limited to the process set forth in Section 42.258, TEC.
25. Tuition and Fees. Charterholder shall not charge tuition and shall not charge a fee except that it may charge a fee listed in Subsection 11.158(a), TEC.
26. Assets of Charter. Charterholder shall not apply, hold, credit, transfer or otherwise make use of funds, assets or resources of the charter school for any purpose other than operation of the charter school described in the charter.
27. Indebtedness of Charter. Charterholder shall not incur a debt, secure an obligation, extend credit, or otherwise make use of the credit or assets of the charter school for any purpose other than operation of the charter school described in the charter.
28. Interested Transactions. All financial transactions between the charter school and (a) Charterholder; (b) an officer, director, or employee of Charterholder or of the charter school; or (c) a person or entity having partial or complete control over Charterholder or the charter school shall be separately and clearly reflected in the accounting, auditing, budgeting, reporting, and record keeping systems of the charter school. Charterholder shall not transfer any asset of the charter or incur any debt except in return for goods or services provided for the benefit of the charter school at fair market value.

29. Non-Charter Activities. Charterholder shall keep separate and distinct accounting, auditing, budgeting, reporting, and record keeping systems for the management and operation of the charter school. Any business activities of Charterholder not directly related to the management and operation of the charter school shall be kept in separate and distinct accounting, auditing, budgeting, reporting, and record keeping systems from those reflecting activities under the charter. Any commingling of charter and non-charter business in these systems shall be a material violation of the charter.

**Governance and Operations**

30. Non-Profit Status. Charterholder shall take and refrain from all acts necessary to be and remain in good standing as an organization exempt from taxation under Section 501(c)(3), Internal Revenue Code. If Charterholder is incorporated, it shall in addition comply with all applicable laws governing its corporate status. Failure to comply with this paragraph is a material violation of the charter, and the Board may act on the violation even if the Internal Revenue Service, Secretary of State, or other body with jurisdiction has failed to act.
31. Records Retention and Management. Charterholder shall implement a records management system that conforms to the system required of school districts under the Local Government Records Act, Section 201.001, et seq., Local Government Code, and rules adopted thereunder; provided, however, that records subject to audit shall be retained and available for audit for a period of not less than five (5) years from the latter of the date of termination or renewal of the charter.
32. PEIMS Reporting. Charterholder shall report timely and accurate information to the Public Education Information Management System (PEIMS), as required by the commissioner.
33. Conflict of Interest. Charterholder shall comply with any applicable prohibition, restriction or requirement relating to conflicts of interest or fiduciary duties. If an officer or board member of Charterholder or of the charter school has a substantial interest, within the meaning of Chapter 171, Local Government Code, in a transaction, such interest shall be disclosed in public session at a duly called meeting of the governing body prior to any action on the transaction.
34. Disclosure of Campaign Contributions. Charterholder shall adopt policies that will ensure compliance with the disclosure requirements of State Board of Education Operating Rule 4.3 or its successor.
35. Indemnification. Charterholder shall hold the Board and Agency harmless from and shall indemnify the Board and Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising out of, or in connection with wrongful acts of Charterholder, its agents, employees, and subcontractors.

36. Failure to Operate. Charterholder shall operate the charter school for the full school term as described in the charter application in each year of the charter contract. Charterholder may not suspend operation for longer than 21 days without a revision to its charter, adopted by the Board, stating that the charter school is dormant and setting forth the date on which operations shall resume and any applicable conditions. Charterholder may not suspend operation of the school for a period of more than three days without mailing written notice to the parent or guardian of each student and to the Agency at least 14 days in advance of the suspension. Suspension of operations in violation of this paragraph shall constitute abandonment of this contract and of the charter.
37. Charter School Facility. Charterholder shall have and maintain throughout the term of the charter a lease agreement, title or other legal instrument granting to Charterholder the right to occupy and use one or more facilities suitable for use as the charter school facilities described by the charter. During any period of dormancy granted by the Board, this requirement may be waived by the Board. Facilities occupied and used as charter school facilities shall comply with all applicable laws, including, but not limited to, the Texas Architectural Barriers Act, Article 9102, Vernon's Texas Civil Statutes. The charter school shall not change location of its instructional facilities or administrative offices from those listed in the charter application or in a subsequent charter amendment without prior approval Board. When approved by the Board for a new location for an instructional facility, the charterholder shall, prior to commencing school operations at that location, submit to the Charter Schools Division a certificate of occupancy or equivalent certificate for use of the facility at the new location as a public school, as required in the charter application.
38. Access by the Handicapped. Facilities occupied and used by charter schools shall comply with the Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Accessibility Guidelines; 28 CFR Part 35 (Nondiscrimination on the Basis of Disability in State and Local Government Services); the Uniform Federal Accessibility Standards required by the federal Architectural Barriers Act of 1968, as amended; and other applicable federal requirements. In addition, the charterholder shall require the facility to comply with the Texas Accessibility Standards (TAS) of the Texas Architectural Barriers Act, Article 9201, Texas Civil Statutes, promulgated by the Texas Department of Licensing and Regulation. The charterholder shall be responsible for conducting inspections to ensure compliance with these specifications.

<b>Enforcement</b>
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39. Agency Investigations. The commissioner may in his sound discretion direct the Agency to conduct investigations of the charter school to determine compliance with the terms of the charter or as authorized in the Texas Education Code or other law. Charterholder, its employees and agents shall fully cooperate with such investigations. Failure to timely comply with reasonable requests for access to sites, personnel, documents or things is a material violation of the charter.

40. Commissioner Authority. The commissioner in his sole discretion may take any action authorized by Section 39.131, TEC, Chapter 29, TEC, or Chapter 42, TEC relating to the charter school. Such action is not "adverse action" as used in this contract. Charterholder, its employees and agents shall fully cooperate with such actions. Failure to timely comply with any action authorized by Section 39.131, TEC or Chapter 29, TEC is a material violation of the charter.
41. Adverse Action. The Board in its sole discretion may modify, place on probation, revoke or deny timely renewal of the charter for cause ("adverse action"). Each of the following shall be cause for adverse action on the charter: (a) any material violation of the terms of the charter listed in paragraphs 2, 3, and 20; (b) failure to satisfy generally accepted accounting standards of fiscal management; or (c) failure to comply with an applicable law or rule.

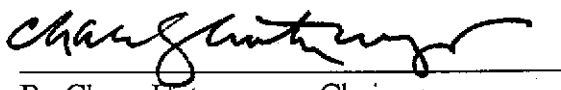
<b>This Agreement</b>
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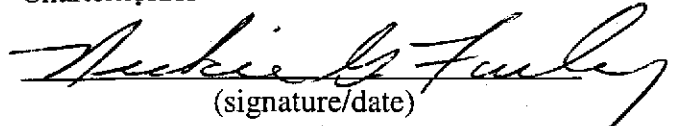
42. Entire Agreement. This contract, including all referenced attachments and terms incorporated by reference, contains the entire agreement of the parties. All prior representations, understandings and discussions are merged into, superseded by and canceled by this contract.
43. Severability. If any provision of this contract is determined by a court or other tribunal to be unenforceable or invalid for any reason, the remainder of the contract shall remain in full force and effect, so as to give effect to the intent of the parties to the extent valid and enforceable.
44. Conditions of Contract. Execution of this contract by the Board is conditioned on full and timely compliance by Charterholder with: (a) the terms, required assurances and conditions of Request for Application #701-01-004; (b) applicable law; and (c) all commitments and representations made in Charterholder's application and any supporting documents (to the extent such commitments and representations are consistent with the terms of this contract).
45. No Waiver of Breach. No assent, express or implied, to any breach of any of the covenants or agreements herein shall waive any succeeding or other breach.
46. Venue. Any suit arising under this contract shall be brought in Travis County, Texas.
47. Governing Law. In any suit arising under this contract, Texas law shall apply.
48. Authority. By executing this contract, Charterholder represents that it is an "eligible entity" within the meaning of Section 12.101 (a), TEC. Charterholder shall immediately notify the Board of any legal change in its status, which would disqualify it from holding the charter, of any violation of the terms and conditions of this contract, or of any change in the chief operating officer of the Charterholder. Charterholder further represents that the person signing this contract has been properly delegated authority to do so.

Entered into this 11<sup>th</sup> day of December 2000

Texas State Board of Education

Charterholder



 12/18/00

By Chase Untermeyer, Chairman

(signature/date)

**Nickie G. Farley**

Chairperson, Governing Board of Charterholder  
Chief Operating Officer, Charter School