

OE 24

# TEXAS EDUCATION AGENCY

## Application for an Open-Enrollment Charter School - Fourth Generation Coversheet

Type:	Open Enrollment	<input checked="" type="checkbox"/>
(check one)	"75% Rule"	<input type="checkbox"/>

Date of Submission: January 21, 2000  
RFA#701-00-006

Name of Proposed School: YES College Preparatory School

Maximum Grade Levels to be served: 5<sup>th</sup> - 12<sup>th</sup>

Estimated 1<sup>st</sup> Year Enrollment 400 Max Enrollment 500

Name of Sponsoring Entity: YES College Preparatory School

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

SBOE District: 12<sup>th</sup>

Starting Date: September 2000

Chairperson of Board of Sponsoring Entity: Christopher Barbic - (interim)

Chief Executive Officer of Sponsoring Entity: Christopher Barbic

Chief Executive Officer of School: Christopher Barbic

Applicant Mailing Address: 2317 Pannels Avenue

School Site Address: \_\_\_\_\_  
(If different from above)

Contact Phone # (713) 227-7115 Fax # (713) 227-7258

Contact Email Address: cbarbic@yesprep.com

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

350/01/21/00-036

[Signature]  
Signature of Chief Executive Officer Of Sponsoring Entity/date

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

Signature of Application Preparer Was this person paid? Yes  No

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**YOUTH ENGAGED in SERVICE**  
**COLLEGE PREPARATORY SCHOOL**  
*WHATEVER IT TAKES!*

**CHARTER APPLICATION QUESTIONS**

**to be**

**REVIEWED**  
**BY**  
**INDEPENDENT REVIEW COMMITTEE**

**YOUTH ENGAGED in SERVICE**  
**COLLEGE PREPARATORY SCHOOL**  
*WHATEVER IT TAKES!*

**CHARTER APPLICATION QUESTIONS**

**to be**

**REVIEWED**  
**BY THE**  
**TEXAS EDUCATION AGENCY**

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**YES College Preparatory School**

**Charter Application**

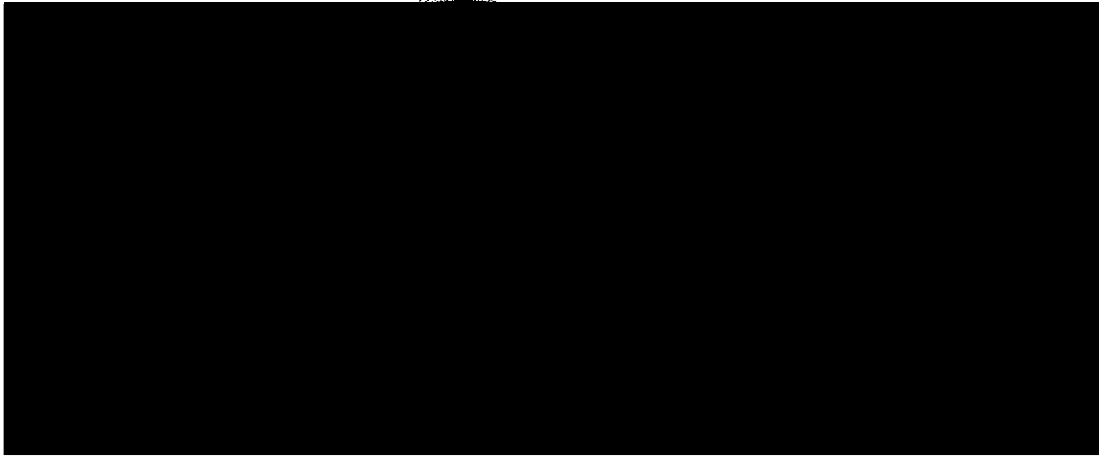
**Questions to be Reviewed by the Texas Education Agency**

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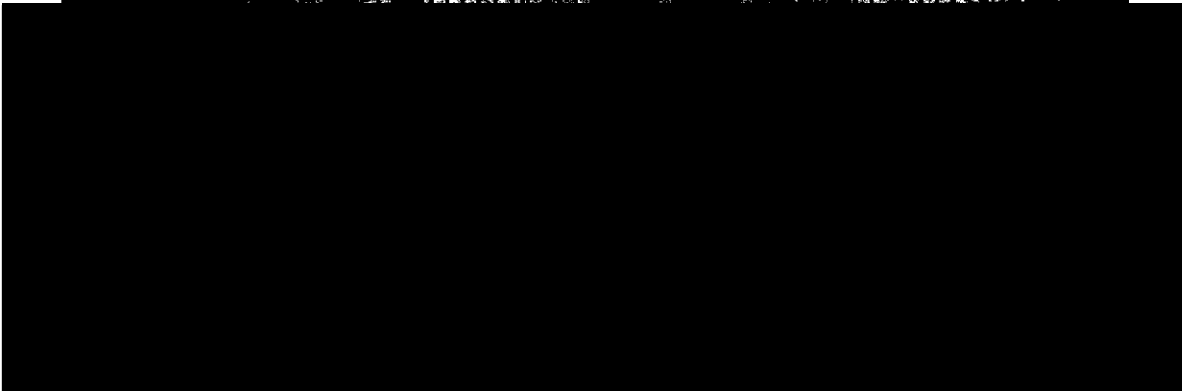
**A. Coversheet and School Data forms**

**B. Information Reviewed by Agency**

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**YES 10th Grade Class Field Lesson  
East Coast College Tour-May 3rd - May 10th**



**YES 8th Grade Class Field Lesson  
Washington DC-May 18th - May 22nd**

## *A YES College Prep Student Thinks and Acts*

### Thinks

- *The strong should take care of the weak.*
- *The students of today are the leaders of tomorrow.*
- *We are a family oriented school.*
- *Anything worth doing is worth doing right.*
- *Our responsibilities never end.*
- *Our education does not end in the classroom.*
- *The only way to lose is to quit trying.*
- *Learning is the key to ultimate success.*
- *We are all here to make a difference.*
- *The decisions we make today determine the options we will have tomorrow.*
- *We determine our own futures.*
- *The journey, not the arrival, is what matters most.*
- *Success is not measured by wealth but by happiness.*

### Acts

- *We try to give one hundred percent everyday.*
- *We act in a way that leaves a lasting impression.*
- *We act in a way that earns the trust of others.*
- *We are ready and willing to work hard.*
- *We each need to perform to the best of our abilities.*
- *We always leave a place better than we found it.*
- *We are role models for other students.*
- *When we all pull together we can move mountains.*
- *We give back to our community.*

## INTRODUCTION

### Youth Engaged in Service (YES) College Preparatory School

*"The reason why I love YES is because all the teachers here care about you. YES College Preparatory School is a family, a team working together to help everyone reach their goals and better their lives. Due to YES, I will go to college."*

Youth Engaged in Service (YES) College Preparatory School was conceived in the spring of 1995 when a group of frustrated parents, students, and teachers began discussing the inadequacies of Houston Independent School District's (ISD) secondary schools in the community. The area middle and high schools were failing to address the problems of illiteracy, teenage drug abuse, teenage pregnancy, gangs, and juvenile crime that plagued the neighborhood. Led by Christopher Barbic, a second-year Teach For America corps member at Rusk Elementary, the group met weekly to discuss the idea of creating a middle school that would begin academically preparing East End students for college. At that time, East End students who desired an academically challenging school had to attend a private school or a Houston ISD magnet school 30 minutes outside of the neighborhood. Sadly, no academically rigorous public school options existed within Houston's East End.

Weeks of meetings with neighborhood residents and community leaders about our proposed middle school program continued and excitement about our idea grew. We became convinced that our proposed middle school program was both feasible and necessary. The climax of our community mobilization efforts occurred when we rallied over 300 East End residents, car-pooled them to a Houston ISD Board of Education meeting, and demanded that the board approve the creation of Project Youth Engaged in Service (YES) – a sixth through eighth grade middle school program housed on the Rusk Elementary School campus. The Houston ISD Board of Education agreed to approve Project YES, and our initial year in Houston ISD resulted in a tremendous amount of success.

During that first year, the 1995-1996 school year, we dramatically elevated student achievement, and the school was honored as a **Texas Education Agency (TEA) Recognized Campus**. Our students out-performed the neighborhood middle school by over thirty percentage points on the Texas Assessment of Academic Skills (TAAS) test, placing us among the state's leaders in educating at-risk minority youth. The following school year, 1996-1997, Houston ISD rewarded our efforts by designating Project YES, along with the Knowledge Is Power Program (KIPP) Academy and Project Chrysalis, as one of its first three Houston ISD charter schools. Our charter school designation afforded us greater flexibility in implementing our curriculum, structuring our school day, and recruiting our staff. We continued building on the momentum we created our first year and our school was again honored as a **TEA Recognized Campus** with 85% of our students passing all sections of the TAAS test. The 1997-1998 school year led to even more outstanding increases in student achievement. YES students averaged a 90% passing rate on all sections of the TAAS test, and had an average daily attendance rate of 97%. These numbers catapulted YES from a Recognized Campus to a **TEA Exemplary Campus**. Families around the city began hearing about the amazing educational opportunities at YES, and the classroom space at Rusk became inadequate to house the growing number of students who wanted to attend our school.

*"YES College Prep is great because it changes many people's education. For example, we work harder, succeed with our school work, and we get smarter."*

[REDACTED]

As our momentum continued to increase, we decided to collaborate with the Knowledge Is Power Program (KIPP) Academy and apply for a second-generation open-enrollment charter. On March 7, 1998, TEA and the Texas State Board of Education agreed to convert Project YES and KIPP Academy from Houston ISD charter programs to state accredited open-enrollment charter school campuses under the KIPP, Inc. Charter District. The YES/KIPP charter application received the highest score of any of the 80 second-generation charter proposals submitted that year. Subsequently, a number of applicants who have applied for a third-generation charter as well as other applicants in this round of fourth-generation charters have requested copies of our second-generation proposal. In fact, another proposal in this round submitted by IDEA, Inc. is directly modeled after the YES/KIPP proposal submitted two years ago.

Our conversion to a state-chartered public school has provided us the opportunity to expand into the high school grade levels with a refined focus on our mission to provide at-risk minority students with a rigorous college preparatory curriculum. We changed our name from Project YES to YES College Preparatory School to better reflect our focused mission and goal – 100% college matriculation for every graduating class beginning in the year 2001. The entire YES community - students, parents and teachers - all stand firmly united around our mission and exemplify the school motto of "Whatever It Takes" each and every day in the pursuit of this goal. We believe our mission to be so important that we require every graduating senior at YES College Preparatory School to secure acceptance and matriculate into a four-year college or university in order to graduate and receive a high-school diploma. This graduation requirement ensures that each of our students are successful in the collegiate environment and use education as their passport to a better tomorrow.

Since 1995, YES College Preparatory School has demonstrated an impressive and consistent track record in educating at-risk minority students. We frequently host visitors from around the state and nation who come to YES College Prep to see for themselves the success we have been able to attain with a student population many thought could not overcome such tremendous socioeconomic barriers. Although ninety percent of our students qualify for the federal free and reduced-price lunch program, all of our students are taking responsibility for their education through hard work, discipline, and a desire for a better future.

While YES College Preparatory School has enjoyed a tremendous working relationship with KIPP Academy and will continue to collaborate with KIPP on numerous projects, it is in the best interest of both schools' continued growth and development that YES College Preparatory School secure its own open-enrollment charter.<sup>1</sup> With the two best charter schools in the state of Texas standing alone as separate entities, YES College Preparatory School and KIPP Academy can begin the important task of replicating our individual success, reaching more students across Houston, and serving as a national model for excellence in the charter school movement.

<sup>1</sup>See letters of support written by Michael Feinberg, President of KIPP, Inc. and Barbara Hurwitz and Karol Musher, Co-Chairpersons of the KIPP, Inc. Board of Directors.



## I. EVIDENCE OF ELIGIBILITY OF SPONSORING ENTITY

- A. **Sponsoring Entity.** YES College Preparatory School is the non-profit sponsoring entity. It was established as Project YES, Inc. in 1998 for the sole purpose of creating YES College Preparatory School.
- B. **IRS 501(c)(3) Letter.** Please see 501(c)3 letter from IRS included at the end of this section.
- C. **YES College Preparatory School Articles of Incorporation.** Please see Project YES, Inc. Articles of Incorporation included at the end of this section. Please note the amendment filed with the Secretary of State regarding the sponsoring entity's name change from Project YES, Inc. to YES College Preparatory School.
- D. **YES College Preparatory School By-Laws.** Please see YES College Preparatory School By-Laws in the Attachments section of this proposal.
- E. **Biographical Affidavits.** Please see Biographical Affidavits for each YES College Preparatory School Board Trustee in the Attachments section of this proposal.
- F. **History of Sponsoring Entity.** The 1998-1999 academic year marked the initial year of operation for YES College Preparatory School. In order to comply with all Texas Education Agency (TEA) regulations, we are in the midst of conducting an independent audit with Frierson & Associates. The scheduled date of completion for the independent audit is February 15, 2000. Upon completion of the audit, YES College Preparatory School will forward all financial documents, along with the IRS Form 990 as filed, to the appropriate departments within TEA.

As part of our initial effort to secure working capital and facilities to house our campus, YES College Preparatory School and KIPP, Inc., together, have entered into three (3) loan agreements.

1.	Equi-Mor	\$ 2.1 million
2.	Chase Bank of Texas	\$ 150,000.00
3.	Southwest Bank of Texas	\$ 134,000.00

Equi-Mor has first lien on all eleven (11) of our modular buildings while Chase Bank of Texas and Southwest Bank of Texas stand behind Equi-Mor.

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

DEPARTMENT OF THE TREASURY

Date: OCT 07 1998

PROJECT YES INC  
C/O CHRISTOPHER BARBIC  
4305 YOAKUM BLVD STE 1  
HOUSTON, TX 77006

Employer Identification Number:  
76-0563835

DLN:  
17053210020018

Contact Person:  
D. A. DOWNING

Contact Telephone Number:  
(513) 241-5199

Accounting Period Ending:  
July 31

Form 990 Required:  
Yes

Addendum Applies:  
No

Dear Applicant:

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

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

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

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

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

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

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SHANKS, TRITTER & ASSOCIATES, P.C.

ATTORNEYS AT LAW  
4635 SOUTHWEST FREEWAY, 10<sup>TH</sup> FLOOR  
HOUSTON, TEXAS 77027  
PHONE: (713) 965-9999  
FAX: (713) 965-0112

DAVID M. TRITTER

January 14, 2000

VIA OVERNIGHT DELIVERY

Office of The Secretary of State  
Of The State of Texas  
Corporate Department  
1019 Brazos  
Austin, Texas 78701

Re: Articles of Amendment to Articles of Incorporation for Project Yes, Inc.

Gentlemen:

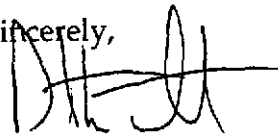
I have enclosed for filing in your office the following:

1. Two executed original Articles of Amendment to Articles of Incorporation for Project Yes, Inc.; and
2. A check in the amount of \$50.00 to cover the cost of filing fees; and your expedited "walk-through" fee; and

Please cause one of the duplicate original Articles of Amendment to be returned to this office conformed to reflect its filing with the Secretary of State. Please also send the Corporation's Certificate of Amendment to this office.

If any questions arise in connection with the matters herein set forth, please do not hesitate to contact me at the number and/or address set out above.

Sincerely,



David M. Tritter

DMT/cab

Enclosures

dmt\project yes, inc\cab

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ARTICLES OF AMENDMENT

Pursuant to the provisions of article 1396-4.03 of the Texas Non-Profit Corporation Act, the undersigned corporation adopts the following articles of amendment;

- 1. The name of the corporation is **Project Yes, Inc.**
- 2. The following amendment to the articles of incorporation was adopted on **January 12, 2000.**

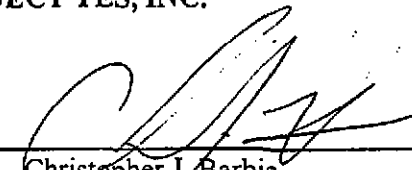
Article One is amended to read as follows:  
The name of the corporation is **Yes College Preparatory School.**

- 3. The amendment was adopted in the following manner:

The amendment was adopted at the meeting of the board of trustees held on **January 12, 2000,** and received the unanimous vote of the trustees in office, there being no members having voting rights in respect thereof.

Executed this 12th day of January, 2000

**PROJECT YES, INC.**

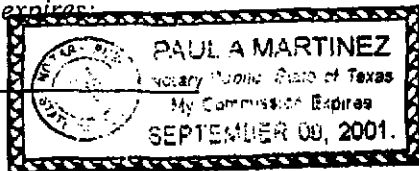
By:   
Christopher J. Barbic,  
Chairman of the Board

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 15 day of January, 2000, by CHRISTOPHER J. BARBIC, Chairman of the Board of Project Yes, Inc., and on behalf of said non-profit corporation.

My commission expires:



  
Notary Public, State of Texas

## II. COMMUNITY SUPPORT

- A. **School Planning.** YES College Preparatory School was conceived in the spring of 1995 when a group of frustrated parents, students, and teachers began discussing the inadequacies of the secondary schools in our community. The neighborhood middle and high schools failed to address the problems of illiteracy, teenage drug abuse, teenage pregnancy, gangs, and juvenile crime that plagued our community. Community groups did the following during the school planning process :
1. Met weekly to begin planning the school's goals and objectives;
  2. Conducted neighborhood information sessions in order to gather support;
  3. Scheduled meetings with political and educational leaders in the Houston community to discuss the school's impact on the city; and
  4. Visited exemplary public and private schools across the city and country in order to research best practices.
- B. **Public Hearings.** When YES College Preparatory School submitted its joint application in 1998, TEA did not require charter applicants to provide a copy of the notice, the registration log, and a synopsis of a public hearing to discuss the proposed charter school plan. At this point, YES College Preparatory School has been operating as an open-enrollment campus under KIPP, Inc. since its inception in September of 1998. Since we have been operational prior to the submission of this application, we do not have public hearing documents to submit. Instead, we have enclosed a copy of the KIPP, Inc. Board of Director's Meeting minutes from October 7, 1998 and November 4, 1998 at the end of this section. At these meetings, the separation of YES College Preparatory School and KIPP Academy was discussed and approved as noted in the meeting minutes.
- C. **Contributor List.** Please refer to the *YES College Preparatory School Contributor List* enclosed at the end of this section for a complete list of any business arrangements or partnerships with existing schools, educational programs, businesses, and non-profit organizations.
- D. **References.** The following persons listed below serve as references for YES College Preparatory School and can attest to the superior business and educational operations and management of the school. None of the individuals listed are employees or members of the governing board.

NAME	PHONE NUMBER	ADDRESS	RELATIONSHIP
Alan Atkinson Managing Partner TransAmerica Group	713.225.2709	2115 Runnels Ave. Houston, TX 77003	Entered into ground lease contract with YES College Prep. We currently have our modular buildings on his property.
Dale Gates President Gateway Resources	281.582.2224	PO Box 682424 Houston, TX 77268	Contractor who built YES College Prep campus.
Patricia Lewis Executive Director AIM Foundation	713.830.3406	11 Greenway Plaza Houston, TX 77046	Her foundation has financially supported the school.
Patsy O'Neill Executive Director Texas Charter School Resource Center	210.348.7890	40 NE Loop, Ste. 408 San Antonio, TX 78216	Provides technical and marketing assistance to YES College Prep.

Table 1

- E. **Notice of Intent.** *The Notice of Intent to Apply for Open-Enrollment Charter School* has been forward to the *Houston Chronicle* and will run Wednesday, January 26, 2000. A copy will be forwarded to the appropriate departments within TEA upon publication.

# KIPP Knowledge Is Power Program

## MINUTES of BOARD OF DIRECTORS' MEETING

Date: October 7, 1998  
Time: 7:00 p.m.  
Place: YES College Preparatory Academy  
In Attendance: Board: Barbara Hurwitz (Co-Chair), Karol Musher (Co-Chair), Phyllis Childress, David Doll, Stuart Dow, Katherine Hooper, Kenneth Katz, Harvin Moore, Marisa Ramirez;  
Friends: Alan Atkinson, Philip Cannon, Kathleen Sutton  
Officers: Chris Barbic, Laurie Bieber, Mike Feinberg,  
Staff: Keith Desrosiers, Sam Lopez, Jennifer Pagani, Dave Powell, Scott Roman, Richard Shepherd

Introductions: YES' Leadership Team  
Kathleen Sutton, Dini Partners Senior Consultant

### Discussion:

*(The items on the agenda were discussed out of order to accommodate a guest speaker.)*

Kathleen Sutton addressed the Board concerning the following agenda issues:

- III. Long-Term Planning
  - B. Capital campaign
  - C. Board structure

Ms. Sutton made the following recommendations:

- Write both a detailed, strategic business plan and development plan
- Look into forming a Friends of KIPP Foundation
- Create an advisory board

Passed Minutes from Board Meeting on September 9, 1998

### I. Update

#### A. YES: HISD program to charter school

Chris Barbic explained that the focus of YES has changed since opening as a charter school (from Project YES to YES College Prep); YES uses curriculum from Core Knowledge and Advanced Placement; every student must pass one AP exam and every student must matriculate to a 4-year college

Alan Atkinson, EL Mercado developer, was introduced to the Board

El Mercado gives back to the surrounding community (beyond housing YES) by allowing for the use of 15,000 square feet by different organizations such as Union Pacific, Orchestra X, and DARE

24-hour presence on the property

Sam Lopez, KIPP History and Spanish teacher, was introduced

#### B. New KIPP Teacher

A new 7th grade English teacher was hired after the former teacher resigned to spend more time with her daughter

KIPP purchased cell phones for all teachers

### C. ACHIEVE System

KIPP and YES were chosen as 2 of 16 pilot sites during the 1998-99 academic year  
Software is used for student-management; access on-line  
Continuous monitoring made easier

Arthur Andersen donated 150 laptops to YES - now need networking and site assessment

Charter in running for TIF grant given in early 1999

### D. Saturday School

Classes offered at KIPP include modern dance, ballet folklorico, keyboard, silk screen,  
kung fu, ultimate frisbee, guitar

In addition, sports, band, and drama classes offered during the week continue on  
Saturday

Need piano teacher

Working to arrange swimming classes at West U. or Briar Grove

## II. Finance Committee Report

### A. Structuring of accounts

Richard Shepherd reported that the charter is currently working on applications to  
entitlement programs, while systems are evolving

### B. Contributions

Arthur Andersen donated 150 laptop computers to YES

Rockwell Fund donated \$20,000 to KIPP

Challenge Foundation visited both schools - foundation gives predominantly to charters

The Lanier family and the Hurwitz family each donated \$12,750 to help pay off the  
loan at Southwest Bank

## III. Long-Term Planning

### A. KIPP/YES relationship

Issue of geography -

One mega school vs. 2 campuses

It would be nice to foster a learning community in one location

Double infrastructures would cause charter to lose economies of scale

Issue of structure -

YES Board to be created to fund raise

YES to possibly apply for 2nd charter

As an HISD program, YES did not need to fund raise; as a school, the need is there

YES was recently born, KIPP was reborn

2 schools function independently

Boils down to fund raising

145 charter schools in Texas now - RFA timeline not clear

MOTION to table long-term discussion/decision until next meeting (Phyllis Childress,  
Marisa Ramirez)



IV. Secretary's Report and Date for Next Meeting

Kanaly Trust to underwrite the cost of future Board meetings  
4550 Post Oak Place Drive

NEXT MEETING: NOVEMBER 4, 7 P.M. AT KANALY TRUST

Respectfully submitted,

Laurie A. Bieber

Laurie A. Bieber  
Board Secretary

Approved by,

Karol Musher

Karol Musher  
Board Co-Chair

# KIPP Knowledge Is Power Program

## MINUTES of BOARD OF DIRECTORS' MEETING

Date: November 4, 1998  
Time: 7:00 p.m.  
Place: Kanaly Trust  
In Attendance: Board: Barbara Hurwitz (Co-Chair), Karol Musher (Co-Chair), David Doll, Stuart Dow, Kenneth Katz, Harvin Moore, Shannon Moore, Marisa Ramirez;  
Friends: Philip Cannon, Debbie Hurwitz  
Officers: Chris Barbic, Laurie Bieber, Mike Feinberg,  
Staff: Denise Garcia

### Discussion:

#### I. Update

##### B. New Board Member

Shannon Moore of Northern Trust Bank has joined the Board.

##### A. Governor Bush's Visit

On October 19, 1998, Governor Bush visited the KIPP Academy. He toured three classrooms, briefly spoke with the entire school in the courtyard, and held a press conference in the cafeteria. He fully supports KIPP's plans to replicate the program.

##### C. High School Recruitment

Denise Garcia, KIPP's 8th grade algebra teacher, explained that students are in the process of visiting schools, attending fairs, and receiving applications from various institutions, including and not limited to the following schools: the Catholic schools; Jones Vanguard, Washington Engineering, Health Professions, HSPVA and a couple of others in HISD; St. John's, Kinkaid, Episcopal; boarding schools; YES College Prep; and KIPP for 9th grade.

Scholarships are a priority.

Please call KIPP if you have friends or contacts at the above listed schools.

##### D. Events Coming Up

Board members and Friends are invited to the following events:  
Ice skating in the Galleria - December 10 and our Family Holiday Night - December 16

##### E. Contributions

The Nightingale Code Foundation pledged \$25,000.00 to the KIPP Academy. KIPP will be sending out Holiday Donation Letters to our supporters. Supporters may send a contribution to KIPP in the name of family and friends. In lieu of gifts for their [REDACTED] z collected school and office supplies for KIPP at [REDACTED] birthday celebration.

## II. Finance Committee

(No official report)

Kanaly Trust is interested in adopting a KIPP class. Activities include mentoring, chaperoning, and tutoring. Employees would be allowed to leave work during the day in order to volunteer at KIPP.

## III. KIPP/YES Relationship

### A. Campus Charter Status

Long-term, KIPP and YES will split into 2 charters joined by a single mission but not legally bound. Geography and feeder patterns were factors in this decision.

Currently, the 2 schools rely on each other. For example, KIPP is in charge of payroll, and YES has filled out applications for the federal Title programs.

The State Board of Education must approve an official split. 118 out of 120 charters have already been given out. The State Board is awaiting word from the state legislature as to whether new charters will be issued.

KIPP, Inc. may empower YES to become a campus charter similar to the KIPP Academy's status with HISD last year. YES would be allowed to run their own budget, fund raise, set curriculum and rules. YES would still be accountable to KIPP; KIPP, in turn, is accountable to TEA.

Such a change would need approval from the KIPP, Inc. Board.

A recommendation was made to create a task force to study the creation of YES as a campus charter. The following issues will be studied by Stuart Dow, David Doll, and Harvin Moore with help from Chris Barbic and Mike Feinberg. The task force will then report their findings to the Board of KIPP, Inc.

1. legal
2. financial
3. infrastructure - internal/external
4. capital campaign(s)
5. long-term strategic implications
6. government jurisdiction/accountability
7. transition plan

### C. Capital Campaign

KIPP needs to write out our case/statement/need.  
KIPP needs to find a property or a pre-existing building.  
Foundation cultivation should continue.  
KIPP will move forward with operations fund raising.  
KIPP needs a prototype/model for real estate.

## IV. Secretary's Report and Date for Next Meeting

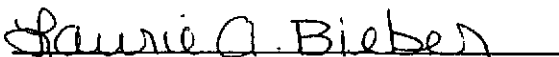
KIPP should be trademarked. We spoke of the Santa Barbara company Big Dog, which is also KIPP's mascot.

The new KIPP brochure and a recently published article by the American Productivity and Quality Center were passed out at the meeting. Marisa Ramirez's report on charter schools aired on 88.7 on Monday, November 2, which featured KIPP and YES.

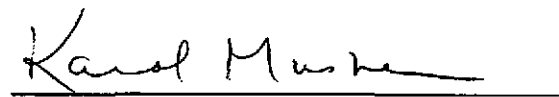
MOTION (Kenneth Katz and David Doll): Approval to pass Minutes of Last Meeting.

NEXT KIPP MEETING: JANUARY 13, 7 P.M. AT KANALY TRUST  
Kanaly Trust  
4550 Post Oak Place Drive

Respectfully submitted,

  
Laurie A. Bieber  
Board Secretary

Approved by,

  
Karol Musher  
Board Co-Chair

- c. **Richard Shepherd, Business Manager.** A graduate of Texas A&M University with a degree in finance and accounting, Shepherd worked at Arthur Andersen and served as Chief Financial Officer of Gulf Exploration, Inc. before joining Houston ISD's Alternative Certification Program (ACP). While going through the ACP, Shepherd taught at Milby HS, an inner-city public school on Houston's East End. Shepherd left Milby in 1996 to begin working at Eastwood Academy, a campus charter school within Houston ISD. After a year at Eastwood, Shepherd started at YES as a charter staff member. Shepherd handles the Business Manager responsibilities while also teaching math at the school.

**References**

Jack DiMartino (713) 622-8495 Steven Simmons (281) 320-4450  
Ross Moody (512) 327-3868

2. See YES College Preparatory School By-Laws for the roles of incorporators and operating officers.
3. The YES College Preparatory School's Board of Trustees serves as both the sponsoring entity board and the school management board.
- a. As stated in Article III, Section 1.1 of our By-laws, the officers of the Corporation shall be a Chairman of the Board of Trustees, one or more Vice-Chairman of the Board of Trustees, a Secretary, a Treasurer, and such other officers, including but not limited to one or more Assistant Secretaries and one or more Assistant Treasurers, as the Board of Trustees may from time to time determine and elect, all of whom shall be subject to the direction and control of the Board of Trustees.
- b. As stated in Article II, Section 5 of our by-laws, the officers will be elected at the June meeting of the Board of Trustees in each calendar year, at which a quorum shall be present. The Board of Trustees shall proceed to the election of such officers of the Corporation as are needed for that year.

As stated in Article III, Section 1.2 of our by-laws, any officer of the Corporation shall be subject to removal, with or without cause, at any time by vote of a majority of the Trustees present at any meeting with a quorum present, except that no Trustee serving as any officer may be so removed without 20 days notice duly given to each Trustee in writing and setting forth that among the matters to be considered at such meeting will be the removal of one or more officers.

- c. As stated in Article II, Section 1.2 of our by-laws, the Board of Trustees shall be composed of twenty (20) regular Trustees and a Chairman of the Board, all of whom shall be voting Trustees. The number of Trustees may be increased or decreased, from time to time, by the affirmative vote of one or more than the majority of the number of trustees then in office at any meeting at which a quorum is present; provided, however, that the number of Trustees shall never be less than three (3) nor more than twenty-five (25); provided, further, that no decrease in the number of Trustees shall have the effect of shortening the term of any incumbent Trustees. The Board of Trustees shall be self-perpetuating, choosing Trustees for all vacancies however occurring.

As stated in Article II, Section 1.7 of our by-laws, any Trustee, including the Chairman of the Board, may at any time be removed from office for any cause by vote of a majority of the Board of Trustees then in office at any meeting of the Board of Trustees called upon 20 days notice duly given to each Trustee in writing and setting forth that among the matters to be considered at such meeting will be the removal of a Trustee or Trustees.

- d. This has been described above.
- e. As stated in Article II, Section 1.3 of our by-laws, each regular trustee will hold office for three (3) years and until his/her successor has been duly elected and qualifies. A regular trustee may not serve more than three (3) consecutive three (3) year terms as a regular Trustee.
- f. Regular trustee terms may stagger.

B. **School Management Board.** The YES College Preparatory School Board of Trustees serves as both the sponsoring entity board and the school management board.

1. The YES College Preparatory School's Board of Trustees serves as both the sponsoring entity and school management board.
2. The YES College Preparatory School's Board of Trustees serves as both the sponsoring entity and school management board.
3. No private entities will be involved in the operation of YES College Preparatory School.
4. YES College Preparatory School will continue to follow the ***Textbook Procedures for Charter School*** manual published by the Textbook Division of the TEA. Academic department heads will meet with the teachers in their respective departments in order to select new adoption textbooks. These recommendations will be forwarded to the Assistant Director and School Director for approval. The textbooks recommended by the school will be

presented to the parents at a monthly Parent Action Steering Committee (PASC) in order to secure parental approval. Final approval will be given by the Board of Trustees.

## IV. SCHOOL DEMOGRAPHICS

- A. **Enrollment.** YES College Preparatory School 's enrollment projections for the first five years are as follows:

Academic Year	Enrollment
1999-2000 <i>(current)</i>	380 students <i>(current)</i>
2000-2001	400 students
2001-2002	425 students
2002-2003	450 students
2003-2004	475 students
2004-2005	500 students

Table 2

1. YES College Preparatory School's maximum enrollment will be 500 students.
2. We will serve students in 5<sup>th</sup> through 12<sup>th</sup> grade.
3. The grade level groupings will be as follows:

Grade Level	Enrollment
5 <sup>th</sup> grade	75 students
6 <sup>th</sup> grade	75 students
7 <sup>th</sup> grade	75 students
8 <sup>th</sup> grade	75 students
9 <sup>th</sup> grade	25 students
10 <sup>th</sup> grade	25 students
11 <sup>th</sup> grade	25 students
12 <sup>th</sup> grade	25 students

Table 3

4. The maximum class size allowed will be 30 students.
- B. **Community Description.** YES College Preparatory School is located in Houston's Second Ward. The Second Ward is located just east of downtown. It is an inner-city neighborhood with a predominantly Hispanic population. Most of the residents are first or second generation Mexican-Americans.
- C. **Location.** YES College Preparatory School has worked with students in Houston's Second Ward community since 1995 *(first as Project YES, a Houston ISD campus charter, and secondly, as YES College Preparatory School, an open-enrollment campus in the KIPP, Inc. Charter District.)* Over the course of the five years we have been working with Second Ward students, we have created a strong relationship in the community and want to capitalize and build upon the firm roots we have established with Second Ward residents and community-based organizations.



## V. HUMAN RESOURCE INFORMATION

- A. **Human Resource Policies.** The YES College Preparatory School human resource policies are closely modeled after those of local independent school districts in the Houston area. Employees earn a base salary that is equal to a Houston ISD salary for the same position and years of experience. In addition to this base salary, employees earn extra-duty pay for the 32 hours a month they spend working with students from 3:30 PM – 5:00 PM on Mondays through Thursdays and 9:30 AM – 1:00 PM on Saturdays. Extra-duty pay is calculated at an hourly rate of \$20.00 per hour. In addition to an extended school day (7:30 AM to 5:00 PM M-R, 7:30 AM to 4:00 PM Friday, and Saturdays from 9:30 AM to 1:00 PM) YES College Preparatory School also extends the school year through the month of June. YES College Preparatory school employees that work during our summer session sign a separate contract and work from 8:30 – 1:00 at \$20.00 per hour.

The policies we have adopted and implemented over the last year and a half have resulted in an extremely satisfied group of employees. Please refer to a copy of the YES College Preparatory School Employee Handbook Table of Contents included at the end of this section. Complete copies of the entire manual can be provided upon request. This is evident by the high number of employees (85%) who returned to YES College Preparatory School after our first year of operation as an open-enrollment state charter campus. A retention rate of 85% for a start-up organization, public or private, is quite impressive. We attribute this to the fact that we have successfully created a culture where teamwork is valued and everyone feels completely invested in the success of our school. The instructional and administrative staff work together with each group understanding its role in the education of our students.

YES College Preparatory School recruits, select, and hires the highest caliber professionals to work at the school. All YES College Preparatory School employees sign one-year contracts. The contract renewal process begins at the end of January and continues through February. Employees whose contracts are not renewed are notified by March 1<sup>st</sup>.

All issues relating to dismissal, illness, and other reasons for leave are outlined in the ***YES College Preparatory School Employee Contract***. Please refer to a copy of this contract in the Attachments section of this proposal.

B. **Administrators.**

1. Biographical Affidavits for each Operating Officer have been provided.
2. Powers and Duties
  - a. Christopher Barbic currently serves as the Founder and Chief Executive Officer for YES College Preparatory School. He will continue to serve in this capacity during the 2000-2001 academic year.

- b. Christopher Barbic has an extensive educational background as both an instructor in the classroom and as an administrator. His experience includes:
- Successful completion of the Teach For America program (1994)
  - Founder & Director of Project YES in Houston ISD (1995)
    - Successfully recruited over 100 students each year to attend Project YES
    - Successfully recruited and managed a dynamic instructional staff of six teachers
    - Led Project YES to a TEA Recognized rating in each of the three years it operated within Houston ISD
    - Project YES was the highest rated middle school in the East District of Houston ISD each of its three years.
  - Rusk Elementary Teacher of the Year (1995-1996)
  - HISD Outstanding Young Educator (1996)
  - Founder & School Director of YES College Preparatory School (1998);
    - Successfully recruited over 250 students to attend YES College Preparatory School in its first year
    - Successfully recruited a dynamic faculty and staff of 25 people
    - Successfully raised over \$300,000 in additional funding for YES College Preparatory School in its first year of operation
    - Led YES College Preparatory School to a TEA Exemplary rating in its first year of operation (1998-1999)
    - YES College Preparatory School was one of only two open-enrollment charter campuses in the entire state of Texas to receive an exemplary rating
- c. The criteria used to select the school's academic and financial leaders is outlined in the job descriptions enclosed at the end of this section.
- d. Job descriptions for the School Director (CEO), Assistant Director, and Business Manager are included at the end of this section.
- e. The School Director will hold quarterly performance review meetings with all administrative personnel. The Board of Trustees will evaluate the School Director.
- f. The current annual salaries for administrative personnel are as follows:
- |                             |             |
|-----------------------------|-------------|
| • The School Director       | \$47,000.00 |
| • Assistant School Director | \$42,000.00 |
| • Business Manager          | \$40,000.00 |

All YES employees receive the same health benefits. Employees of the school are fully covered but must pay a premium to add any family members to the health plan. YES College Preparatory School health insurance is currently covered through the Aetna/U.S. Healthcare Company.

It is extremely important to note that ALL administrative personnel have instructional responsibilities inside the classroom. Requiring that administrative personnel carry an instructional course load allows us to function in the most efficient manner possible.

**C. Faculty and Staff**

1. All faculty and staff employed by YES College Preparatory School will hold a high school diploma or its equivalent. Full-time instructional staff members shall be required to hold a bachelor's degree from an accredited college or university. Part-time employees must be enrolled at least half-time in a four-year college or university.
  
2. The proposed staff will be comprised of 34 full-time staff members and one part-time staff member (34.5 staff positions). Of this number, 7 staff members will be employed in administrative support, custodial, or health services capacities. YES College Preparatory School encourages administrators to have teaching responsibilities as way to foster strong relationships with the student body and the teaching staff; hence, four administrative positions (Assistant School Director, Business Manager, Dean of Students, Director of College Counseling) will each count as half-time teachers and half-time administrators. This yields an administrative staff of 3.0 (including the School Director in a full-time administrative position) and an instructional staff of 24.5. The teacher-to-student ratio with a student enrollment of 400 will be 1:16.3. This ratio will be maintained as the student population grows, with the addition of 1.5 instructional staff positions in each of the next three years.

3. The proposed faculty include the following individuals classified by academic department:

Department	Faculty	Education	Years Experience
<b>English</b>	Trayce Diskin, Dept. Chair	New York University, 1993 Columbia University, 1995	6
	Bill Durbin	University of Illinois, 1998	2
	Jennifer Pagani	University of Virginia, 1992 Harvard University, 1997	8
	Shana Sassoon	St. John's College, 1997	2
<b>Mathematics</b>	Keith Desrosiers, Dept. Chair	Bridgewater State College, 1994 University of Colorado, 1997	6
	Luz Navarro	California State University, Chico, 1996	4
	Richard Shepherd	Texas A&M University, 1984	6
	Heather Teel	Texas A&M University, 1999	1
	Ellen Winstead	University of North Carolina, 1993 Ohio State University, 1995	5
<b>Social Studies</b>	Paolo Castagnoli, Dept. Chair	University of Houston, 1997	3
	Jason Bernal	Montana State University, 1996	3
<b>Science</b>	Chad Sopata, Dept. Chair	Indiana State University, 1997	3
	Kay Lee	Harvard University, 1997	2
	Nicole Leroux	University of Texas, 1997	2.5
<b>Foreign Language</b>	Steven Pena, Dept. Chair	Goddard College, 1994 University of Houston, 1998	2
	Florida Chicas	University of Houston, 1998	1
	Deborah Figueroa	Inter American University of Puerto Rico, 1991	9
<b>Fine Arts/ P.E.</b>	Martin Dust, Dept. Chair	University of Mississippi, 1995	4
	Guadalupe Barrientos	University of Houston (3 <sup>rd</sup> year undergraduate student)	1
	Eloisa Castillo	Sam Houston State University, 1992	5

Table 4

In addition to the staff members above, YES College Preparatory School will employ the following people:

- Donald Kamentz, Director of College Counseling (*George Washington University, 1994*)
- Nelly Rodriguez, School Nurse
- Patsy Jimenez, Administrative Support Staff Member
- Elaine Duron, Administrative Support Staff Member
- Tom Leach, Maintenance
- Amalia Martinez, Custodian

- Sylvia Trevino, Custodian
  - Fransisca Villalobos, Custodian
4. The teacher evaluation process at YES College Preparatory School is designed to encourage each teacher's growth and maximize his/her effectiveness in the classroom. This process involves a combination of supervisor observations, written reflection by the teacher, student evaluations of the teacher, and conferences with the School Director and Assistant School Director during which an individual growth plan for each teacher is developed and reviewed. Completion of a minimum number of professional development hours is also considered during the evaluation process.

During the fall semester the School Director or Assistant School Director observes each teacher at least once and each department head completes an observation of each teacher within his/her department. At the end of the semester, students complete anonymous teacher evaluations consisting of 13 questions with a 1-10 scale and five open-ended questions; each teacher is evaluated by a minimum of two classes. In addition, at mid-year, teachers complete self-evaluations, reflecting on instructional strengths and areas to target for improvement. The observations and evaluations make up a body of material that informs the teacher during this reflection. Then, together with the School Director and Assistant School Director, each teacher completes a formal growth plan for the second semester which includes goals for improving instruction and classroom management and guidelines for completing meaningful professional development.

During the second semester, the teacher, School Director, and Assistant School Director continually refer to this growth plan to determine whether teachers are meeting instructional goals.

Administrative support personnel are evaluated at the end of each semester by the School Director, who completes a performance review evaluation for each support employee. Performance concerns which present themselves during the semester are handled on an informal basis during weekly office staff meetings with the School Director.

5. Detailed job descriptions for the Operating Officers are outlined in job descriptions enclosed at the end of this section. In addition to those positions, YES College Prep will employ individuals in the following capacities:

Assistant School Director: The Assistant School Director is responsible for managing all academic aspects of the school, including setting the master schedule and individual student schedules, conducting formal and informal observations of the instructional staff, and reviewing weekly lesson plans and quarterly academic calendars for each class. In addition, the Assistant School Director oversees curriculum development and revision, coordinates and conducts professional development for instructional staff, and orders and maintains textbooks. The Assistant School Director works with the Dean of

Students to review students' academic progress on a regular quarterly basis or as dictated by an individual student's needs and helps to develop growth plans for students who may be struggling academically. The Assistant School Director works closely with the Director of College Counseling to ensure that high school students are completing requirements for graduation and entrance into college. The Assistant School Director meets regularly with department heads to facilitate cross-curricular units and projects, to review academic goals for the school, and to explore future professional development opportunities for each department.

Dean of Students: The Dean of Students manages aspects of the school pertaining to the code of student conduct and to daily campus life. The Dean of Students handles discipline referrals made by all grade levels in the school, overseeing the implementation of the school's discipline policy. The Dean of Students is responsible for maintaining contact with parents by phone and in scheduled conferences to discuss disciplinary concerns. Together with the Assistant School Director, the Dean of Students develops and helps teachers implement intervention strategies for students who are struggling academically, and meeting regularly with teachers and students. In addition, the Dean of Students is responsible for coordinating regular monthly school-wide field trips that bring together all grade levels and serve to build a sense of community within the school.

Director of College Counseling: The Director of College Counseling meets frequently with high school students and helps them with every step of the college application process. This includes reviewing academic progress with each student, coordinating the administration of college entrance exams, establishing relationships with universities across the country and coordinating their visits to our campus. The Director of College Counseling conducts individual and group parent/student meetings on topics related to college admission. The Director of College Counseling also organizes the end of year field lessons for each grade level which include (with the exception of the 5<sup>th</sup> and 7<sup>th</sup> grade trips) visits to college campuses and meetings with college admissions officials and students. In addition, the Director of College Counseling coordinates summer jobs and internships for 10<sup>th</sup> grade students and summer academic programs for 11<sup>th</sup> grade students and maintains the "College Corner" of the library, which provides ongoing resources for students during their college search and application process.

Instructional Staff: Instructional staff members at YES College Preparatory School are responsible for preparing lessons that address specific academic objectives and assessing students' progress against those objectives. Instructors are expected to keep daily lesson plans and turn them in to the Assistant Director for review on a weekly basis, maintain a semester binder of teaching materials (including assessments), and maintain orderly and comprehensive grades for all students in each class taught. Instructors are also responsible for maintaining contact with parents about their children's academic progress, for chaperoning local and out-of-town field lessons, for conducting morning and afternoon bus and cafeteria duties, for conducting visits to students' homes when necessary, for attending parent meetings and

conferences, for visiting homes during the spring semester to recruit students, and for attending scheduled faculty meetings during and after school.

Administrative Support Staff: Administrative Support Staff Members are responsible for conducting all standard office work including but not limited to: maintaining and updating all student records, maintaining and updating all personnel records, and maintaining accurate school financial records. Administrative Support Staff Members conduct morning and afternoon bus and cafeteria duties, visit students' homes during the spring semester to recruit students, and attend all scheduled faculty meetings during and after school. In addition, Administrative Support Staff Members are responsible for managing auxiliary services (food, transportation, payroll) and for overseeing the custodial staff of the school.

6. The Assistant School Director works closely with the Director of College Counseling to maintain each student's academic record throughout his/her high school career in order to ensure that all students meet requirements for graduation. The Assistant Director and Director of College Counseling review each student's report card at the end of the fall and spring semesters and transfer all credits earned to an official transcript kept in the student's permanent folder. Students are classified by grade level each semester according to the number of cumulative credits earned. At the end of each academic year, upon reviewing report cards and transcripts, the Assistant School Director makes recommendations for summer school to any students who have failed one or more classes during the regular academic year so that the students remain on track for graduation.

The credit requirements for graduation from YES College Prep meet the minimum standards for graduation set out in the Texas Education Code. Only when a student has completed YES College Preparatory School's minimum requirements for graduation as outlined in Section XII of this proposal will he/she be considered eligible for graduation. Completion of the requirements for graduation is verified by a completed, official transcript signed by the Director of College Counseling or the Assistant School Director. YES College Preparatory School also requires all of our students to obtain a letter of acceptance from a college or university. Letters must be on file with the Director of College Counseling before a diploma is issued.

D. Code of Conduct.

1. Each student is expected to behave in a manner that exemplifies honesty, loyalty, courtesy, consideration, and respect. Students are held responsible and accountable for behavior that conveys these principles. To reward students for appropriate behavior, YES integrates a banking system into the discipline plan. Students earn salaries (in "YES dollars") each week based upon their performances in the following categories: attendance, being prepared, following directions, helping and respecting their classmates, completing homework, academic excellence, intellectual curiosity, and giving 100% each day. These YES dollars may be used at the school store to

purchase food, supplies, etc. If a student fails in one of those categories, the infraction is marked on a checkbook kept by each homeroom class. Upon receiving the third mark in a week, the student's parents are notified. If a student receives 5 marks in one week, he/she is placed on in-school suspension, in which the student stands in all classes, wears his/her YES shirt inside out, and writes a letter of apology to each person in his/her homeroom. If in-school suspension does not correct the behavior, the student may be asked to appear before Teen Court, a body of the student's peers and teachers, which decides what further measures are necessary to bring the student's performance up to expectations.

2. YES College Preparatory School rarely utilizes expulsion or suspension as components of the discipline policy, preferring methods of punishment which allow students to remain in class and receive instruction. However, in the case of major offenses such as theft, fighting, or the possession of a weapon, students will be suspended from school until Teen Court can convene to decide upon an appropriate punishment. At that meeting, which parents are required to attend, a faculty member presents the charge against the student, and the student is given a chance to respond. The student and faculty members of Teen Court are then free to question both the presenter and the student before deciding whether expulsion, suspension, or some other disciplinary action is appropriate. The final decisions are left up to Teen Court to determine.
3. Because we are committed to preparing all of our students for successful matriculation at a four-year college or university, attendance is mandatory not only during the regular Monday through Friday school week, but also during Saturday school, which is scheduled twice per month, and during the summer school session. Regular attendance is essential if our students are to close the gap between themselves and students from more affluent areas. Therefore, we tie regular attendance into eligibility for rewards such as the annual field lessons, and into our expectations for student behavior, such as in the banking system described in #1 above. Attendance is mandatory from 7:30 a.m. until 5:00 p.m. Monday through Thursday, from 7:30 a.m. until 4:00 p.m. on Friday, and from 9:30 a.m. until 1:00 p.m. during Saturday school. Unless a student has an internship or a job which was approved by the school, he or she will be expected to attend summer school from 8:00 a.m. until 1:00 p.m. Monday through Friday.



# **YES College Preparatory School Employee Handbook**

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**Youth Engaged in Service  
College Preparatory School**

**Job Description**

**JOB TITLE:** SCHOOL DIRECTOR

**REPORTS TO:** BOARD OF DIRECTORS

**JOB GOAL:** Strategically plan and implement the school's mission through the efficient and effective management of the school's instructional program and general business operations; provide the leadership that will result in an instructional program that prepares every student for the successful matriculation into a four-year college or university.

**TERMS OF EMPLOYMENT:**

**Length of Work Year:** 300 Days

**Salary:** Approved by the YES College Preparatory School Board of Trustees

**QUALIFICATIONS:**

**Education/Certification:** Bachelor's Degree *(required)*  
Master's Degree *(preferred)*

**Special Knowledge/Skills:**

- (1) Ability to evaluate instructional programs and teaching effectiveness;
- (2) Knowledge of Core Knowledge and Advanced Placement curriculums;
- (3) Excellent communication, public relations, and interpersonal skills;
- (4) Ability to exercise excellent judgement in decision-making;
- (5) Knowledge in the selection, training, and supervision of personnel; and
- (6) Knowledge of the laws, rules, procedures, and programs specifically related to the operation of charter schools in Texas.

**Experience:**

3-5 years of an exemplary teaching record in an urban school setting.

## **MAJOR PERFORMANCE RESPONSIBILITIES AND DUTIES:**

### **Instructional Management:**

- (1) Monitor the YES instructional program by reviewing lesson plans, observing classroom instruction on a regular basis, conferencing with staff, and carefully analyzing assessment data related to student performance;
- (2) Work closely with Assistant Director to plan, implement, and evaluate the curriculum on a systematic basis;
- (3) Evaluate YES instructional resources and materials to support the accomplishment of instructional goals;
- (4) Provide appropriate YES curriculum/instruction staff development in a timely and effective manner;
- (5) Evaluate and recommend improvements in the design and implementation of the YES instructional program;

### **School/Organizational Climate:**

- (6) Project a positive image, establish and maintain a work environment conducive to positive staff morale;
- (7) Maintain a performance culture in which the everyone in the YES community works towards achieving high standards and impressive results;
- (8) Communicate with YES students, staff, and parents in a clear and effective manner;
- (9) Demonstrate skill in working with YES students, staff, and parents to successfully resolve conflict;
- (10) Promote activities to recognize and honor YES students, staff, parents, corporations, and community volunteers for various types of service and accomplishments;

### **School/Organization Improvement**

- (11) Demonstrate an understanding of and commitment to the YES mission;
- (12) Build a common vision for school improvement among all stakeholders in the YES;
- (13) Promote extremely high expectations for YES staff and students in an enabling and supportive manner;
- (14) Provide leadership which produces desired results and significant improvement in student achievement;
- (15) Identify and apply research and statistical information to facilitate YES improvement;
- (16) Assess various aspects of the YES program and effectively and efficiently use the research to implement actions that improve learning and provide and orderly and purposeful environment;and
- (17) Monitor YES student enrollment and attendance and implement improvement strategies.

### **Personnel Management:**

- (18) Assume leadership in the recruitment and selection of new staff members for the campus;
- (19) Define expectations for staff (i.e. routine procedures, classroom management, Core Knowledge curriculum, Advanced Placement track, communication with the public, and personal contributions to staff morale);

- (20) Observe and document job performance, provide developmental supervision, and conduct evaluation conferences with staff members;
- (21) Make personnel recommendations (i.e. placement, transfer, retention, promotion, and dismissal)
- (22) Develop leadership among the staff and delegate responsibilities as deemed appropriate:
- (23) Assist individual staff members in developing professional growth/plans, setting realistic improvement goals, and attending professional conferences/workshops as time and funds allow.

**Administration and Fiscal/Facilities Management:**

- (24) Develop an annual budget based on program needs, estimated enrollment, staffing, and other fiscal needs, implement programs within budget limits, maintain fiscal control, accurately and responsibly report all fiscal information;
- (25) Manage the use of the YES plant and grounds, supervise the maintenance to the physical plant and grounds to ensure a clean, orderly, and safe environment;
- (26) Provide required reports for all school operations including, but not limited to, enrollment, attendance, funds accounting, payroll, and transportation;

**Student Management:**

- (27) Assist staff in implementation of YES student discipline plan that encourages and rewards dedication, discipline, and desire.
- (28) Support all faculty and staff in the campus discipline program and deal with egregious student discipline matters in a serious and effective manner;
- (29) Stress the importance of YES rules and commitments and impose reasonable and appropriate consequences in a consistent manner when misconduct occurs;
- (30) Ensure that staff receive appropriate assistance in dealing with severe or frequent student disciplinary problems;

**School/Community Relations:**

- (31) Articulate the YES mission to the community and solicit support in accomplishing it;
- (32) Demonstrate awareness of YES needs and initiate activities to meet those needs;
- (33) Promote the positive image of YES and maintain a positive working relationship with all parents and community members;

**Professional Growth and Development:**

- (34) Engage in activities that improve leadership skills, utilize information and insights gained in professional development programs for self-improvement; and
- (35) Provide leadership in addressing current educational issues.

**Professional Practices:**

- (36) Comply with all state and federal laws, local board policies, administrative guidelines, and the Texas Educators Code of Ethics;
- (37) Serve as appropriate role model for YES colleagues, students, staff, and parents;
- (38) Conduct all YES meetings in a professional manner;
- (39) Demonstrate trustworthiness in dealing in confidential matters; and
- (40) Make decisions regarding students and staff after reasonable and appropriate measures have been taken to gather important data and information; solicit input from outside sources when appropriate.

**SUPERVISORY RESPONSIBILITIES:**

Supervise and evaluate the performance of YES professional and paraprofessional staff members as assigned to the campus.

**WORKING CONDITIONS:**

**Mental Demands**

Ability to communicate effectively (verbal and written); interpret YES policy, procedures, and practices; coordinate campus functions; maintain emotional control under extreme stress.

**Physical Demands/Environmental Factors**

Occasional local and statewide travel; frequent prolonged and irregular hours of duty; some light manual labor; endure inclement weather conditions to provide for student safety.

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*\* The foregoing 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.*

**Youth Engaged in Service  
College Preparatory School**

**Job Description**

**JOB TITLE:** ASSISTANT DIRECTOR

**REPORTS TO:** SCHOOL DIRECTOR

**JOB GOAL:** Assist in strategically planning and implementing the school's educational mission; provide the leadership that will result in an instructional program that prepares each of our students for matriculation and success in a four-year college or university.

**TERMS OF EMPLOYMENT:**

**Length of Work Year:** 220 Days

**Salary:** Approved by the YES College Preparatory School Board of Trustees

**QUALIFICATIONS:**

**Education/Certification:** Bachelor's Degree *(required)*  
Master's Degree *(preferred)*

**Special Knowledge/Skills:**

- (1) Ability to evaluate instructional programs and teaching effectiveness;
- (2) Knowledge of Core Knowledge and Advanced Placement curriculums;
- (3) Excellent communication, public relations, and interpersonal skills; and
- (4) Ability to exercise excellent judgement in decision-making;

**Experience:**

3-5 years of an exemplary teaching record in an urban school setting.

## **MAJOR PERFORMANCE RESPONSIBILITIES AND DUTIES:**

### **Instructional Management:**

- (1) Monitor the YES instructional program by reviewing lesson plans, observing classroom instruction on a regular basis, conferencing with staff, and carefully analyzing assessment data related to student performance;
- (2) Work closely with YES staff to plan, implement, and evaluate the curriculum on a systematic basis;
- (3) Evaluate YES instructional resources and materials to support the accomplishment of instructional goals;
- (4) Evaluate and recommend improvements in the design and implementation of the YES instructional program;

### **School/Organizational Climate:**

- (5) Project a positive image, establish and maintain a work environment conducive to positive staff morale;
- (6) Assist in maintaining a performance culture in which the everyone in the YES community works towards achieving high standards and impressive results;
- (7) Communicate with YES students, staff, and parents in a clear and effective manner;
- (8) Promote activities to recognize and honor YES staff for various types of service and accomplishments;

### **School/Organization Improvement**

- (9) Demonstrate an understanding of and commitment to the YES mission;
- (10) Promote extremely high expectations for YES staff and students in an enabling and supportive manner;
- (11) Identify and apply research and statistical information to facilitate YES improvement; and
- (12) Assess various aspects of the YES academic program and effectively and efficiently use the research to implement actions that improve learning and provide and orderly and purposeful environment;

### **Personnel Management:**

- (13) Assist in the selection of new staff members for the campus;
- (14) Define expectations for staff ( i.e. routine procedures, classroom management, Core Knowledge curriculum, Advanced Placement track, communication with the public, and personal contributions to staff morale);
- (15) Observe and document job performance;
- (16) Provide input to School Director regarding performance evaluations
- (17) Assist individual staff members in developing professional growth/plans, setting realistic improvement goals, and attending professional conferences/workshops as time and funds allow.

### **Professional Growth and Development:**

- (18) Engage in activities that improve leadership skills, utilize information and insights gained in professional development programs for self-improvement; and



- (19) Provide leadership in addressing current educational issues.

**Professional Practices:**

- (20) Comply with all state and federal laws, local board policies, administrative guidelines, and the Texas Educators Code of Ethics;
- (21) Serve as appropriate role model for YES colleagues, students, staff, and parents;
- (22) Demonstrate trustworthiness in dealing in confidential matters; and
- (23) Make decisions regarding students and staff after reasonable and appropriate measures have been taken to gather important data and information; solicit input from outside sources when appropriate.
- (24) Conduct all YES meetings in a professional manner.

**SUPERVISORY RESPONSIBILITIES:**

Supervise and evaluate the performance of YES instructional staff

**WORKING CONDITIONS:**

**Mental Demands**

Ability to communicate effectively (verbal and written); interpret YES policy, procedures, and practices; coordinate campus functions; maintain emotional control under extreme stress.

**Physical Demands/Environmental Factors**

Occasional local and statewide travel; frequent prolonged and irregular hours of duty; some light manual labor; endure inclement weather conditions to provide for student safety.

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\* 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.

**Youth Engaged in Service  
College Preparatory School**

**Job Description**

**JOB TITLE:** BUSINESS MANAGER

**REPORTS TO:** SCHOOL DIRECTOR

**JOB GOAL:** Assist in the effective management of the school's general business operations.

**TERMS OF EMPLOYMENT:**

**Length of Work Year:** 220 Days

**Salary:** Approved by the YES College Preparatory School Board of Trustees

**QUALIFICATIONS:**

**Education/Certification:** Bachelor's Degree (*required*)  
Master's Degree (*preferred*)

**Special Knowledge/Skills:**

- (1) Knowledge of general accounting procedures;
- (2) Excellent communication, public relations, and interpersonal skills;
- (3) Ability to exercise excellent judgement in decision-making;
- (4) Knowledge of the laws, rules, procedures, and programs specifically related to the business operation of public schools in Texas.

**Experience:**

3-5 years of exemplary business and accounting work in profit or not-for-profit organization.

## **MAJOR PERFORMANCE RESPONSIBILITIES AND DUTIES:**

### **Fiscal Responsibilities:**

- (1) Maintain custody of funds, securities, deeds, bills of sale, insurance policies, contracts and other similar documents and instruments relating to the business operation of YES;
- (2) Maintain cash receipts and disbursement journals;
- (3) Maintain adequate hazard and liability insurance coverage with respect to the School and its operations;

### **School/Organization Improvement**

- (4) Demonstrate an understanding of and commitment to the YES mission;
- (5) Promote extremely high expectations for YES staff and students in an enabling and supportive manner;
- (6) Provide leadership which produces desired results and significant improvement in student achievement;
- (7) Identify and apply research and statistical information to facilitate YES improvement;
- (8) Assess various aspects of the YES program and effectively and efficiently use the research to implement actions that improve learning and provide an orderly and purposeful environment; and
- (9) Monitor YES student enrollment and attendance and implement improvement strategies.

### **Administration and Fiscal/Facilities Management:**

- (10) Develop an annual budget based on program needs, estimated enrollment, staffing, and other fiscal needs, implement programs within budget limits, maintain fiscal control, accurately and responsibly report all fiscal information;
- (11) Manage the use of the YES plant and grounds, supervise the maintenance of the physical plant and grounds to ensure a clean, orderly, and safe environment;
- (12) Provide required reports for all school operations including, but not limited to, enrollment, attendance, funds accounting, payroll, and transportation;

### **Professional Growth and Development:**

- (13) Engage in activities that improve leadership skills, utilize information and insights gained in professional development programs for self-improvement; and
- (14) Provide leadership in addressing current educational issues.

### **Professional Practices:**

- (15) Comply with all state and federal laws, local board policies, administrative guidelines, and the Texas Educators Code of Ethics;
- (16) Serve as appropriate role model for YES colleagues, students, staff, and parents;
- (17) Conduct all YES meetings in a professional manner;

- (18) *Demonstrate trustworthiness in dealing in confidential matters; and*
- (19) *Make decisions regarding students and staff after reasonable and appropriate measures have been taken to gather important data and information; solicit input from outside sources when appropriate.*

**SUPERVISORY RESPONSIBILITIES:**

Supervise and evaluate the performance of YES professional and paraprofessional staff members as assigned to the campus.

**WORKING CONDITIONS:**

**Mental Demands**

Ability to communicate effectively (verbal and written); interpret YES policy, procedures, and practices; coordinate campus functions; maintain emotional control under extreme stress.

**Physical Demands/Environmental Factors**

Occasional local and statewide travel; frequent prolonged and irregular hours of duty; some light manual labor; endure inclement weather conditions to provide for student safety.

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\* 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.

## VI. BUSINESS PLAN

A. **Financial Management.** Please note that YES College Preparatory School has operated since September 1998 as an open-enrollment campus in the KIPP, Inc. Charter School District. As a result, we have included all relevant financial information necessary to demonstrate that we are a financially secure organization that has responsibly managed all of the Average Daily Attendance (ADA), federal, and outside funds received.

1. YES College Preparatory School does not need to create a start-up budget due to the fact that we have been an open-enrollment campus operating for one – and-a-half years within the KIPP, Inc. Charter District.
2. A three (3) year budget covering all projected sources of revenue, both public and private, and planned expenses is provided in this section.
3. A three (3) year cash flow projection showing monthly cash flows from all sources by month, including loans and all monthly cash outgoes for all purposes, including loans, is provided in this section.
4. YES College Preparatory School receives ADA funding from the state and federal funding through Title I, II, IV, and VI, as well as reimbursements through the free and reduced-price lunch program. The combined federal and state funding we receive combined accounts for approximately 85% of the YES College Preparatory School operating budget. Providing the unique educational opportunities that exemplify a YES College Preparatory School education requires that we raise additional funds. Through the assistance of our generous supporters, we were able to surpass our 1998-1999 fundraising goal of \$180,000 and raise \$326,000.00 during our first year of operation. We are extremely proud of the network of supporters we have established who believe in the merits of our program and the mission of our school (*we received a \$99,000.00 gift of support from the Challenge Foundation*). Please see the revenue page for a list of contributors during the fiscal year ending August 31, 1999, in the Attachments section of the proposal.

The 1999-2000 school year marks another annual fundraising campaign. Our goal of \$295,000.00 breaks down to approximately \$750.00 per student. To date, we have raised \$168,540.00 (57%) of our budget. Please see the revenue page for a current list of supporters during this fiscal year ending August 31, 2000, in the Attachments section of this proposal.

The Table of Contents for the YES College Preparatory School Business Procedures Manual along with the relevant forms used in daily business operations are included at the end of this section. Complete copies of the Business Procedures Manual can be furnished upon request. All daily business operations are handled through the YES College Preparatory School Business Services Team. The Business Services Team is composed of the Business Manager and administrative office support members. The Business Manager, Richard Shepherd, serves as the team's leader. The Business

Services Team oversees all policies, practices, and procedures regarding YES College Preparatory School's daily business operations. These include, but are not limited to:

- a. Meeting all PEIMS submission deadlines;
- b. Maintaining accurate records for the federal free and reduced-price lunch program;
- c. Maintaining accurate payroll records;
- d. Maintaining the general and sub-ledgers;
- e. Preparing quarterly and yearly financial statements;
- f. Maintaining adequate hazard and liability insurance; and
- g. Maintaining employee benefit information.

Richard Shepherd, Business Manager, handles all of the school's supply requisitions. The Business Manager approves the purchase of all office supplies, instructional supplies, class sets of books, field trip costs, and reimbursements. Both the School Director and Business Manager have signature authority on all checks. The various levels of signature authority are as follows:

- |    |                          |   |
|----|--------------------------|---|
| a. | Under \$1,000.00         | School Director <u>or</u> Business Manager  |
| b. | \$1,001.00 - \$24,999.00 | School Director <u>and</u> Business Manager |
| c. | \$25,000.00 +            | Requires Board of Trustee Approval          |

In addition to quarterly and yearly preparation of financial statements and the budget planning process that occurs each spring, the Business Manager and School Director meet weekly to ensure that all issues and concerns regarding the school's daily business operations are handled in a timely manner. The School Director, Business Manager, and administrative office support members will be covered by a \$100,000.00 Crime Coverage Insurance Policy.

5. A copy of the current monthly budget status report to the Board of Trustees is included in this section.
6. YES College Preparatory School will continue to outsource its financial and payroll accounting. We are currently using the Portal 2000 program to handle all of our state PEIMS submissions. We will continue to use Portal 2000 through the end of the 1999-2000 school year.

We will continue to outsource all payroll management to ADP. We have worked with ADP since our inception as an open-enrollment campus and have been pleased with their performance. All of our payroll information, including

payments and reports to the Teacher Retirement System, have been handled in an effective and timely manner.

B. **Facility Management.** YES College Preparatory School is located at 2317 Runnels Avenue, Houston, TX 77003.

1. The school operates in eleven modular buildings on a 1.5-acre tract of a parking lot. The campus consists of:
  - a. (1) 3,024 nominal sq. ft. Administrative/Library Building
  - b. (1) 2,304 nominal sq. ft. Cafeteria Building
  - c. (1) 672 nominal sq. ft. Lavatory Building
  - d. (6) 1536 nominal sq. ft. Double Classroom Buildings
  - e. (2) 1792 nominal sq. ft. Lab Buildings

YES College Preparatory School is located two (2) miles east of downtown Houston and the campus is adjacent to Talento Bilingue de Houston, a City of Houston community arts center, Guadalupe Plaza, a City of Houston Park, and the historic Buffalo Bayou.

2. The YES College Preparatory School campus is an extremely suitable facility for a number of reasons. These include:
  - a. The current facility provides adequate space for all students;
  - b. The current facility requires no renovation;
  - c. The current facility has passed all required building inspections and certificates of occupancy have already been secured;
  - d. The current facility has adequate heating, ventilation, lighting, and water to accommodate the entire YES College Preparatory School student body.
3. The special use areas include:
  - a. 3-acre tract of parking lot space for use as a playground/athletic area (*we have lined the parking lot with two regulation basketball courts*);
  - b. a 2-acre City of Houston park for additional playground and athletic use;
  - c. a cafeteria that seats approximately 110 students;

- d. two (2) science laboratories and one (1) computer laboratory with 25 internet capable desktop computers and three laser-writer printers;
  - e. a 900 sq. ft. library with over 1,000 titles and a college research area with four internet capable computers; and
  - f. a City of Houston community arts center next to the campus with a 300 seat auditorium, art classrooms, and a darkroom for photography developing.  
*(YES College Prep is currently using these facilities during the school day at a nominal cost).*
4. YES College Preparatory School's Board of Trustees has appointed a Physical Facilities Committee that is responsible for developing a physical facilities plan for the school. The plan we have devised calls for incremental growth, and it takes into account our growth in enrollment as well as our desire to build a permanent school facility on a larger tract of land. The physical facilities plan involves four phases:
- a. Phase I Refinance existing debt on modular buildings
  - b. Phase II Purchase a 20-25-acre tract of land to relocate buildings
  - c. Phase III Conduct a capital campaign for the construction of a permanent facility
  - d. Phase IV Construct a permanent facility

We are currently working with Laredo National Bank (Trustee Tom C. Mesa) and International Bank of Commerce (Trustee Jeffrey Samples) to complete Phase I and begin the negotiations for Phase II.

5. A copy of the purchase agreement for the modular buildings and a copy of the ground lease agreement are both provided in this section.

C. **Student Attendance Accounting.** YES College Preparatory School is currently under contract with the Charter School Resource Center of Texas to use the Portal 2000 computer program. The Portal computer program complies with all TEA Student Attendance Accounting policies and efficiently maintains accurate records for student required data necessary for all PEIMS submissions to TEA.

YES College Preparatory School students attend school from 7:30 AM – 5:00 PM on Monday through Thursday; 7:30 AM – 4:00 PM on Friday; and 9:30 AM – 1:00 PM on Saturday. In addition to an extended school day, YES College Preparatory School students attend school one month during the summer. As a result, YES College Preparatory School students spend approximately 65% more time in school than other traditional public school students. A school calendar for the 1999-2000 school year is included in this section. YES College Preparatory School will follow a similar academic calendar during the upcoming 2000-2001 school year.

D. **Transportation and Food Service.** YES College Preparatory School currently provides excellent transportation and food service to its entire student population.



1. YES College Preparatory School provides full transportation, free of charge, to all students who live outside of a one-half (½)-mile radius of the school. We currently outsource all transportation services to Goodman Bus Company. The school has developed six (6) bus routes that cover our entire geographic area. Currently, 80-85% of the YES students utilize our bus service. The remaining student population either walks to school or is driven to school by parents or guardians.
2. YES College Preparatory School also provides excellent food service to the entire student population. The school is currently under contract with Allisandra Management Company for its food service. Allisandra provides food service to a number of Houston-area charter schools. 90% of the YES College Preparatory School students qualify for the free and reduced-price lunch program. As a result, we provide breakfast, lunch, and an afternoon snack to the entire student population. Students who do not qualify for the free and reduced-price lunch program pay \$0.75 full-price breakfast and \$0.30 for reduced-price breakfast. Students pay \$1.75 for full-price lunch and \$0.40 for reduced-price lunch. All snacks are provided free of charge and the costs associated with the snack are covered by outside funding sources.

E. **Enclosures**. The following is a list of Enclosures for this section

1. Yearly Budget for First Three Years
2. Monthly Budget for First Three Years
3. Table of Contents – Business Procedures Manual along with Forms
4. School Calendar for 1999-2000 School Year
5. Executed Food Services Contract

# YES College Preparatory School

## Business Policy Procedures

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**III. ACCOUNTING CODES**

**IV. SALES TAX EXEMPTION**

**V. FIXED ASSETS**

**VI. BUDGET**

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**VIII. MAINTENANCE**

**IX. ACTIVITY FUNDS**

Guidelines

Exhibits

**X. TEXTBOOKS**

Guidelines

Exhibits

**YES College Preparatory School  
Budget Analysis  
For the Month of \_\_\_\_\_**

<b>Cash inflows:</b>	<b>Actual</b>	<b>Budgeted</b>	<b>Difference</b>
Local Sources			
State Sources			
Federal Sources			
Other Sources			
<hr/>			
<b>Cash outflows:</b>			
Payroll Costs			
Professional and Contracted Services:			
Transportation			
Food			
Utilities			
Other			
Supplies and Materials:			
Math Department			
Science Department			
English Department			
Social Studies Department			
Foreign Language Department			
Physical Education Department			
Electives - Combined Departments			
Administration			
Other			
Other Operating Costs:			
5th grade field trip			
6th grade field trip			
7th grade field trip			
8th grade field trip			
9th grade field trip			
10th grade field trip			
11th grade field trip			
12th grade field trip			
Other			
Capital additions			
Debt Maintenance			
Other			
<b>Net Change in Cash</b>			

**Analysis of Accounts Payable:**

<u>Vendor</u>	<u>Amount owed</u>	<u>Date Due</u>
---------------	--------------------	-----------------

# YES College Preparatory School Supporters 1998-1999

The following organizations, businesses, and individuals all believe in YES College Prep and have supplied valuable resources, expertise and financial support. These contributions have been essential to the continuation of our mission: college matriculation and success for all students.

## **Organizations**

AIM Foundation  
Arthur Andersen  
Banco Tejano  
The Bauer Family Fund  
The Brown Foundation, Inc.  
Challenge Foundation  
The Charter School Resource Center  
Children's Museum of Houston  
City of Houston Municipal Courts  
Congresswoman Sheila Jackson Lee's Office  
Continental Airlines, Inc.  
The Cullen Foundation  
Enron Corporation  
Episcopal High School  
Executive Service Corporation  
Forbes  
Fox 26 News  
Frontera Trading Company  
Gateway Development Company  
HEROES Academy  
Hewitt & Associates  
Hispanic Outlook on Higher Education  
Houston Annenberg Challenge  
Houston Arboretum and Nature Center  
Houston Chronicle  
Houston Endowment  
Houston Press  
International Bank of Commerce  
Kindred Spirits  
The Kinkaid School  
KHOU-TV Channel 11  
KIPP, Inc. Board of Directors  
KTRK-TV Channel 13  
McNair Foundation  
NACME, Inc.  
Navidad en el Barrio  
Ninfa's  
Nino & Associates  
Noble Drilling Services  
North Hills Charter School  
Pepsi Cola Company  
Princeton Review  
The Powell Foundation  
Providence St. Mel School  
Quarter Price Books  
Rice University  
Rockwell Fund, Inc.  
Southwest Bank of Texas  
Space City Tees  
Spindletop International Charities, Inc.  
St. John's School

Summerbridge  
Talento Bilingue de Houston  
The Tapeats Fund  
Teach For America  
Texas Education Agency  
The TransAmerica Group, LLC  
Vinson & Elkins  
Walton Foundation  
Wells Fargo Bank  
002 Magazine

## **Individuals**

## Board of Directors

Samantha Barlow-Martinez  
Tom C. Mesa  
Frank Monacelli  
Jeffrey Samples  
David Tritter  
Diane Webb  
Constance White  
Terry Williams

## School Administration

Christopher Barbic *Founder and Director*  
Jennifer L. Pagani *Assistant School Director*  
David Powell *Assistant School Director*  
Donald Kamantz *Director of College Counseling*  
Richard Shepherd *Business Manager*

### III. GOVERNANCE OF SPONSORING ENTITY

A. **Founding Board Profile.** Per our Articles of Incorporation submitted to the Office of the Secretary of State in 1998, the Initial Incorporators were Christopher Barbic, Sheliah Kavaney, Justin Weiss, and David Powell.

1. YES College Preparatory School has operated as an open-enrollment campus since September 1, 1998. Consequently, this application being submitted is not to secure approval to create an open-enrollment charter school, but rather, to secure approval to operate YES College Preparatory School independent from KIPP, Inc. (*School District Code 101-813*) The group of individuals working together to apply for this charter represent the current YES College Preparatory School Operating Officers.

a. **Christopher Barbic, Founder and School Director.** Barbic is a graduate of Vanderbilt University with a degree in English and Human Development. Barbic came to Houston through the Teach For America Program. After two years of teaching sixth grade Language Arts at Rusk Elementary in Houston, Barbic founded and directed Project YES, a middle school program on the Rusk Elementary campus, serving 150 sixth through eighth grade students. During this time Barbic received *Teacher of the Year* honors and was awarded the *Houston ISD Young Educators Award*, presented to the district's most outstanding teacher between the ages of 23 and 39. Currently, Barbic is in his second year as Founder and School Director of YES College Preparatory School. YES College Prep is an open-enrollment charter campus in the KIPP, Inc. Charter District and one of only two TEA Exemplary-Rated charter schools in the state of Texas. (6 yrs. teaching experience)

**References**

Michael Feinberg (713) 541-2561 Constance White (713) 939-2407  
David Trent (937) 298-6747

b. **Jennifer Pagani, Assistant Director.** A graduate of the University of Virginia with a degree in English and psychology, Pagani came to Houston through Teach For America and taught 4 years at Milby HS, an inner-city public school on Houston's East End. After teaching at Milby, Pagani attended Harvard University and earned a specialized Master's degree in urban education and intervention programs. She has led a number of workshops and presentations on teaching strategies and is currently in her eighth year as an instructor. Pagani is a charter staff member at YES serving as Assistant Director and English instructor. Pagani teaches two sections of Advanced Placement English to the junior class.

**References**

Katherine Myer (860) 875-1826 Steven Simmons (281) 320-4450  
Dr. Margot Welch (617) 496-4570

# YES College Preparatory School

## Travel Log

Employee Name: _____			
Date	Departed From	Location/Person Visited	Miles
			Total Miles
Total Miles _____ x .30¢ = Total Reimbursement \$ _____			

**Office Staff Only:**

Date Received: \_\_\_\_\_

Signature: \_\_\_\_\_

Date & Method of reimbursement: \_\_\_\_\_

<b>Circle Campus:</b> KIPP Academy		YES College Prep	KIPP, Inc
<b>Vendor Name</b>		<b>Accounts Payable Voucher</b>	

Vendor No.	Purchase Order No.	Invoice No.	Invoice Date	Due Date
<b>Distributed Amount</b>	<b>Account Number</b>		<b>Voucher Description</b>	
<b>Gross Amount</b>	<b>Prepared By</b>	<b>Approved By</b>	<b>Date Paid</b>	<b>Check No.</b>

<b>Circle Campus:</b> KIPP Academy		YES College Prep	KIPP, Inc
<b>Vendor Name</b>		<b>Accounts Payable Voucher</b>	

Vendor No.	Purchase Order No.	Invoice No.	Invoice Date	Due Date
<b>Distributed Amount</b>	<b>Account Number</b>		<b>Voucher Description</b>	
<b>Gross Amount</b>	<b>Prepared By</b>	<b>Approved By</b>	<b>Date Paid</b>	<b>Check No.</b>

000557

# YES College Preparatory School

## Supply Requisition

Date: \_\_\_\_\_

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

Please complete and submit to Ms. Jimenez for approval.

Item	Quantity	Vendor	Cost
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

Date Approved: \_\_\_\_\_ Signature: \_\_\_\_\_



# YES College Preparatory School

## Collection of Monies from Students/Parents

Directions: Please complete this form for all money collected from students/parents. It is not necessary to list individual students on this form if you attach some other type of roster. For club activities (i.e. cake sales, etc.), complete the top portion only.

Date: \_\_\_\_\_

Teacher/Club Sponsor Name: \_\_\_\_\_ ClubName(ifapplicable): \_\_\_\_\_

Description & Date of activity: \_\_\_\_\_

Collected amount:

Currency \$ \_\_\_\_\_ Checks \$ \_\_\_\_\_ Coins \$ \_\_\_\_\_ Grand Total\$ \_\_\_\_\_

<u>Student's/Parent's Name</u>	<u>Amount &amp; Method Collected (cash or check)</u>
1. _____	\$ _____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____
16. _____	_____
17. _____	_____
18. _____	_____
19. _____	_____
20. _____	_____

# Petty Cash Money Transaction Log

Date	Transaction	Receipt? (Yes/No)	Balance

# YES College Preparatory School

2317 Runnels Ave. Houston, TX 77003

## COMBINATION OF REQUISITION PURCHASING ORDER AND RECEIVING REPORT

Date **1/ /2000**

PO # **115Y**

Vendor

Shipping/  
Billing Address **YES College Preparatory School  
2317 Runnels Ave.  
Houston, Texas 77003  
713-227-7115 phone  
713-227-7258 fax**

phone  
fax

Item	Qty.	Description	Unit Price	Amount
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
<b>KIPP, Inc. TAX EXEMPTION NO. 76-0563835</b>			<b>1<sup>st</sup> Page</b>	
			<b>Sub Total</b>	
			<b>Shipping</b>	
			<b>Grand Total</b>	

Requisitioner

School  KIPP  YES  Charter

Approved: \_\_\_\_\_  
Signature-Christopher Barbic

Founder and Director  
Title

**CONDITIONS AND RESTRICTIONS**

The acceptance of this order implies acceptance of the following conditions: The person or firm filing this order will be governed by it, and payments will be made accordingly. No alterations, substitutions, or extra charges of any kind will be permitted without prior approval. Payment will only be made to the vendor named herein unless vendee is authorized in writing by vendor to make payment to a third party. Render invoice in duplicate to the above shipping address, attention Accounting Department.

00059

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# YES College Preparatory School

## 1999 - 2000

### "Whatever It Takes!"

**August**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**September**

S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

**October**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**November**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

**December**

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**January**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**February**

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

**March**

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**April**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

**May**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**June**

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

**July**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Student & Staff Holidays		<input checked="" type="checkbox"/> Holidays <input type="checkbox"/> Professional development days <input type="checkbox"/> Teacher service days <input type="checkbox"/> Teacher preparation days *Students do not attend school on holidays, professional development, teacher service, and teacher preparation days.	
Labor Day	Sept. 6	<b>Report Cards/Progress Reports to Parents:</b>  <b>Progress Reports:</b> September 27, 1999 December 1, 2000 February 23, 2000 May 10, 2000  <b>Report Cards:</b> October 28, 1999 January 20, 2000 April 6, 2000 June 19, 2000  <b>Designated Make-up days:</b> January 3, April 24, & June 8 (If June 8 used, last day for teachers is June 10.)	
Thanksgiving	Nov. 23 - 26		
Winter Holiday	Dec. 17 - Jan. 3		
Martin Luther King Day	Jan. 17		
Spring Break	Mar. 13 - 17		
Spring Holiday	April 21 - 24	<b>Six Weeks Attendance:</b>  1 <sup>st</sup> - Aug. 25 - Oct. 4 2 <sup>nd</sup> - Oct. 5 - Nov. 15 3 <sup>rd</sup> - Nov. 16 - Jan. 20 4 <sup>th</sup> - Jan. 21 - Mar. 6 5 <sup>th</sup> - Mar. 7 - Apr. 26 6 <sup>th</sup> - Apr. 27 - Jun. 7	
Memorial Day	May 29		
<b>Important Dates:</b>			
Teachers report for duty:	August 16, 1999		
First day for students:	August 25, 1999		
Last day for students:	June 7, 2000		
Last day for teachers:	June 9, 2000		
Summer Session:	June 14 - July 7		
Summer Holiday:	July 4		
<b>Test Schedule:</b>		<b>TAAS Testing Dates:</b>	
1 <sup>st</sup> Semester Mid-Terms - October 20 <sup>th</sup> - 23 <sup>rd</sup> Final Exams - January 12 <sup>th</sup> - 15 <sup>th</sup>		February 22 - TAAS Writing	
2 <sup>nd</sup> Semester Mid-Terms - March 29 <sup>th</sup> - April 1 <sup>st</sup> Final Exams - May 31 <sup>st</sup> - June 3 <sup>rd</sup>		February 22-24 - Exit TAAS Writing, Math, & Reading	
		April 11-12 - TAAS Grades 3 - 8 Math & Reading	
		April 13-14 - TAAS Grade 8 Social Studies & Science	
		May 30 - End-of-course	



# *Allisandra Management Company*

---

Project Yes  
Mr. Chris Barbic  
Principal  
Houston, Texas

Dear Mr. Barbic:

Thank you for considering Allisandra Management to cater the food service program for the 1999 - 2000 school year. We would like to offer Project YES the following :

Price : Breakfast & Lunch @ 3.75 per student

*3.65*

*CA*

This price is based on minimum of *275* <sup>(lb)</sup> ~~300~~ total serving of breakfast and 300 serving of lunch.

The above price is based on the school participating in the commodities program.. Allisandra will use part or all of the commodities to maintain the above price structure. No cash value or credit to the school.

Service : Breakfast will delivered with lunch the day before and refrigerated in the coolers provided by the schools.

Lunch will be delivered and served by two persons .

Equipment : Allisandra Management will provide all the necessary serving equipment to maintain proper serving temperature. and disposable paper goods. We understand there will e be two coolers in proper working condition available for the milk & juice and misc. items. The school will be responsible for maintaining the proper equipment temperature.

0006

Allisandra Management will follow the guidelines established by Texas Education Child Nutrition Program and follow USDA policy and patterns for the school breakfast & lunch program and the National school lunch program including the dietary guidelines.

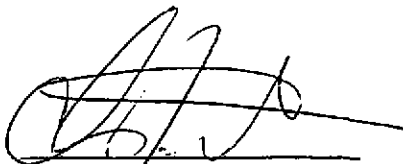
- Complete production records and provide a copy to the school on a monthly basis.
- Provide any necessary labels on processed foods or product analysis.
- Meal will served in accordance to city health codes for catered meals.
- Our servers are responsible for clean - up of serving area not of eating area.
- All meals are delivered cold food cold hot food hot accordance to proper controlled temperatures.
- Menus will be faxed to the school, we welcome suggestions.

We ask Project Yes to please sign a delivery form of meals received on a daily basis and provide a storage area for serving equipment, any equipment needing washing will be returned.

Terms : The school will be invoiced at the end of the month by fax.. Term is net 14 days. A maximum allowable interest rate will be applied on any past due balances.

Start Date : Tuesday, September 1, 1998 - Lunch Service 11:-:00 - 1:40 PM

Approved By:



Project Yes  
Mr. Chris Barbic  
Principal

Presented By:

---

Allison Wen  
Allisandra Management

## VII. GEOGRAPHIC BOUNDARIES AND STATEMENTS OF IMPACT

A. **Geographic Boundaries.** YES College Preparatory School currently serves students from approximately 40 zip codes around the city of Houston. The fact that we have been able to attract students from such a broad geographic area in only our second year of operation is a testament to the sacrifice, work ethic, and commitment of the YES College Preparatory School students and staff.

1. While we have established strong roots in Houston's East End and will maintain firm neighborhood connections, we will continue to enroll students from inner-city neighborhoods from around the Houston metropolitan area. Our geographic boundary will be Beltway 8, also referred to as Sam Houston Parkway. Please refer to the map included in this section to see the highlighted geographic area.
2. The following school districts are affected by YES College Preparatory School:

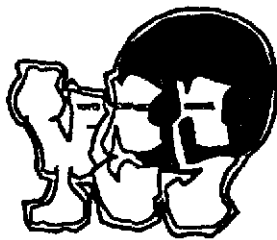
IMPACTED DISTRICTS
Aldine Independent School District
Alief Independent School District
Fort Bend Independent School District
Houston Independent School District
Pasadena Independent School District

Table 6

B. **Statements of Impact.** All *Statement of Impact* information has been sent according to the guidelines set forth in this application.

IMPACTED DISTRICT	DATE LETTER WAS SENT
Aldine Independent School District	January 11, 2000
Alief Independent School District	January 11, 2000
Fort Bend Independent School District	January 11, 2000
Houston Independent School District	January 11, 2000
Pasadena Independent School District	January 11, 2000

Table 6



# Youth Engaged in Service College Preparatory School

2317 Runnels Ave.

Houston, TX 77003

Phone: (713) 227-7115/Fax: (713) 227-7258

**WHATEVER IT TAKES!**

January 11, 2000

Superintendent M. B. Donaldson  
Aldine Independent School District  
14910 Aldine-Westfield  
Houston, Texas 77032

Dear Superintendent and President of the Board of Trustees;

This is to inform you that YES College Preparatory School intends to submit an application to the State Board of Education for consideration for approval of an open-enrollment charter school. As part of the application process, entities applying for approval are required to notify any districts that are likely to be affected by the establishment or amendment of an open-enrollment charter school.

Specifically, the guidelines approved by the State Board of Education require that the enclosed form, entitled *Statement of Impact*, and a copy of the application for the proposed open-enrollment charter school be sent to each district that may be affected. Information is requested if the proposed open-enrollment charter may adversely impact a district financially, or if the proposed charter may impact the student enrollment of a district in a manner that impairs the district's ability to comply with a court order. The enclosed form may be completed by any district that may be affected, signed by the district's board president and superintendent, and returned to the Texas Education Agency, Document Control Center, Room 6-108, 1701 North Congress Avenue, Austin, Texas 78701. It should be received no later March 1, 2000 for the information to be considered by the State Board of Education.

It is requested that you review the enclosed application complete the Statement of Impact form, and submit it to the Texas Education Agency. If you have questions about the process for approval of open-enrollment charter schools please contact Brooks Flemister in the Division of Charter School (512) 463-9575. If you have questions about the enclosed application for approval of an open-enrollment charter school affecting your school district, please contact Christopher Barbic at (713) 227-7115.

Sincerely,

Christopher Barbic  
Founder and Director

00064

66



Z 228 665 362

US Postal Service  
**Receipt for Certified Mail**  
No Insurance Coverage Provided.  
Do not use for International Mail (See reverse)

Sent to	Aldine ISD
Street & Number	14910 Aldine Westfield
Post Office, State, & ZIP Code	Houston, TX 77032
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	1/11/2000

PS Form 3800, April 1995

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Superintendent M. B. Donaldson  
Administration Office  
Aldine ISD  
14910 Aldine-Westfield  
Houston, Texas 77032

2. Article Number (Copy from service label)

Z 228 665 362

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature

*[Handwritten Signature]*

- Agent
- Addressee

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No



3. Service type

- Certified Mail  Express Mail
- Registered  Return Receipt for Merchandise
- Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

0006

67



# Youth Engaged in Service College Preparatory School

2317 Runnels Ave.

Houston, TX 77003

Phone: (713) 227-7115/Fax: (713) 227-7258

**WHATEVER IT TAKES!**

January 11, 2000

Superintendent James F. Smith  
Alief Independent School District  
12302 High Star  
Alief, Texas 77072

Dear Superintendent and President of the Board of Trustees;

This is to inform you that YES College Preparatory School intends to submit an application to the State Board of Education for consideration for approval of an open-enrollment charter school. As part of the application process, entities applying for approval are required to notify any districts that are likely to be affected by the establishment or amendment of an open-enrollment charter school.

Specifically, the guidelines approved by the State Board of Education require that the enclosed form, entitled *Statement of Impact*, and a copy of the application for the proposed open-enrollment charter school be sent to each district that may be affected. Information is requested if the proposed open-enrollment charter may adversely impact a district financially, or if the proposed charter may impact the student enrollment of a district in a manner that impairs the district's ability to comply with a court order. The enclosed form may be completed by any district that may be affected, signed by the district's board president and superintendent, and returned to the Texas Education Agency, Document Control Center, Room 6-108, 1701 North Congress Avenue, Austin, Texas 78701. It should be received no later March 1, 2000 for the information to be considered by the State Board of Education.

It is requested that you review the enclosed application complete the Statement of Impact form, and submit it to the Texas Education Agency. If you have questions about the process for approval of open-enrollment charter schools please contact Brooks Flemister in the Division of Charter School (512) 463-9575. If you have questions about the enclosed application for approval of an open-enrollment charter school affecting your school district, please contact Christopher Barbic at (713) 227-7115.

Sincerely,

Christopher Barbic  
Founder and Director

00066

Z 228 665 361

US Postal Service  
**Receipt for Certified Mail**  
No Insurance Coverage Provided.  
Do not use for International Mail (See reverse)

PS Form 3800, April 1995

Sent to	
Alief ISD	
Street & Number	
Post Office, State, & ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	
1/11/2000	

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Superintendent James F. Smith  
Administration Office  
Alief ISD  
12302 High Star  
Alief, Texas 77411

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) \_\_\_\_\_ B. Date of Delivery 1-13-00

C. Signature *x Pamela Ford*  Agent  Addressee

D. Is delivery address different from item 1?  Yes  No  
If YES, enter delivery address below: \_\_\_\_\_

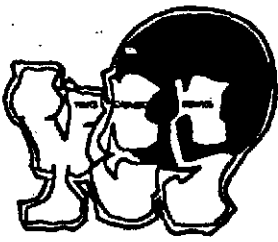
3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Copy from service label) Z 228 665 361

00067  
67



# Youth Engaged in Service College Preparatory School

2317 Runnels Ave.

Houston, TX 77003

Phone: (713) 227-7115/Fax: (713) 227-7258

**WHATEVER IT TAKES!**

January 11, 2000

Superintendent Don Hooper  
Fort Bend Independent School District  
16431 Lexington Blvd.  
Sugarland, Texas 77479

Dear Superintendent and President of the Board of Trustees;

This is to inform you that YES College Preparatory School intends to submit an application to the State Board of Education for consideration for approval of an open-enrollment charter school. As part of the application process, entities applying for approval are required to notify any districts that are likely to be affected by the establishment or amendment of an open-enrollment charter school.

Specifically, the guidelines approved by the State Board of Education require that the enclosed form, entitled *Statement of Impact*, and a copy of the application for the proposed open-enrollment charter school be sent to each district that may be affected. Information is requested if the proposed open-enrollment charter may adversely impact a district financially, or if the proposed charter may impact the student enrollment of a district in a manner that impairs the district's ability to comply with a court order. The enclosed form may be completed by any district that may be affected, signed by the district's board president and superintendent, and returned to the Texas Education Agency, Document Control Center, Room 6-108, 1701 North Congress Avenue, Austin, Texas 78701. It should be received no later March 1, 2000 for the information to be considered by the State Board of Education.

It is requested that you review the enclosed application complete the Statement of Impact form, and submit it to the Texas Education Agency. If you have questions about the process for approval of open-enrollment charter schools please contact Brooks Flemister in the Division of Charter School (512) 463-9575. If you have questions about the enclosed application for approval of an open-enrollment charter school affecting your school district, please contact Christopher Barbic at (713) 227-7115.

Sincerely,

Christopher Barbic  
Founder and Director

00068

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Z 228 665 364

US Postal Service  
**Receipt for Certified Mail**

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

PS Form 3800, April 1995

Special Delivery	
Fort Bend ISD	
Street & Number	
16431 Lexington Blvd	
Post Office, State, & ZIP Code	
Sugarland, Tx 77479	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	
1/11/2000	

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Superintendent Don Hooper  
Administration Office  
Fort Bend ISD  
16431 Lexington Blvd.  
Sugarland, Texas 77479

2. Article Number (Copy from service label)

Z 228-665 364

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Delivery

W. B. ... 1/11/2000

C. Signature

X [Signature]  Agent  Addressee

D. Is delivery address different from item 1?  Yes  No  
If YES, enter delivery address below:

3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

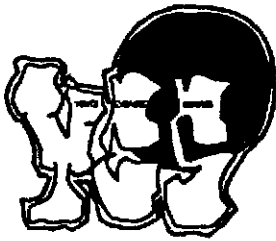
PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

00069

71



# Youth Engaged in Service College Preparatory School

2317 Runnels Ave.

Houston, TX 77003

Phone: (713) 227-7115/Fax: (713) 227-7258

**WHATEVER IT TAKES!**

January 11, 2000

Superintendent Rod Paige  
Houston Independent School District  
3830 Richmond St.  
Houston, Texas 77027

Dear Superintendent and President of the Board of Trustees;

This is to inform you that YES College Preparatory School intends to submit an application to the State Board of Education for consideration for approval of an open-enrollment charter school. As part of the application process, entities applying for approval are required to notify any districts that are likely to be affected by the establishment or amendment of an open-enrollment charter school.

Specifically, the guidelines approved by the State Board of Education require that the enclosed form, entitled *Statement of Impact*, and a copy of the application for the proposed open-enrollment charter school be sent to each district that may be affected. Information is requested if the proposed open-enrollment charter may adversely impact a district financially, or if the proposed charter may impact the student enrollment of a district in a manner that impairs the district's ability to comply with a court order. The enclosed form may be completed by any district that may be affected, signed by the district's board president and superintendent, and returned to the Texas Education Agency, Document Control Center, Room 6-108, 1701 North Congress Avenue, Austin, Texas 78701. It should be received no later March 1, 2000 for the information to be considered by the State Board of Education.

It is requested that you review the enclosed application complete the Statement of Impact form, and submit it to the Texas Education Agency. If you have questions about the process for approval of open-enrollment charter schools please contact Brooks Flemister in the Division of Charter School (512) 463-9575. If you have questions about the enclosed application for approval of an open-enrollment charter school affecting your school district, please contact Christopher Barbic at (713) 227-7115.

Sincerely,

Christopher Barbic  
Founder and Director

Z 228 665 360

US Postal Service  
**Receipt for Certified Mail**  
No Insurance Coverage Provided.  
Do not use for International Mail (See reverse)

Sent to HISD	
Street & Number 3830 Richmond	
Post Office, State, & ZIP Code Houston, TX 77027	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date 1/11/2000	

PS Form 3800, April 1995

**SENDER: COMPLETE THIS SECTION**

- Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Superintendent Rod Paige  
 Administration Office  
 Houston ISD  
 3830 Richmond  
 Houston, Texas 77027

2. Article Number (Copy from service label)

Z 228 665 360

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Delivery  
 1-12-00

C. Signature  
 X   Agent  
 Addressee

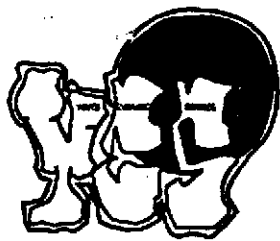
D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

00071

73



# Youth Engaged in Service College Preparatory School

2317 Runnels Ave.

Houston, TX 77003

Phone: (713) 227-7115/Fax: (713) 227-7258

***WHATEVER IT TAKES!***

January 11, 2000

Superintendent Rick Schneider  
Pasadena Independent School District  
1515 Cherrybrook  
Pasadena, Texas 77502

Dear Superintendent and President of the Board of Trustees;

This is to inform you that YES College Preparatory School intends to submit an application to the State Board of Education for consideration for approval of an open-enrollment charter school. As part of the application process, entities applying for approval are required to notify any districts that are likely to be affected by the establishment or amendment of an open-enrollment charter school.

Specifically, the guidelines approved by the State Board of Education require that the enclosed form, entitled *Statement of Impact*, and a copy of the application for the proposed open-enrollment charter school be sent to each district that may be affected. Information is requested if the proposed open-enrollment charter may adversely impact a district financially, or if the proposed charter may impact the student enrollment of a district in a manner that impairs the district's ability to comply with a court order. The enclosed form may be completed by any district that may be affected, signed by the district's board president and superintendent, and returned to the Texas Education Agency, Document Control Center, Room 6-108, 1701 North Congress Avenue, Austin, Texas 78701. It should be received no later March 1, 2000 for the information to be considered by the State Board of Education.

It is requested that you review the enclosed application complete the *Statement of Impact* form, and submit it to the Texas Education Agency. If you have questions about the process for approval of open-enrollment charter schools please contact Brooks Flemister in the Division of Charter School (512) 463-9575. If you have questions about the enclosed application for approval of an open-enrollment charter school affecting your school district, please contact Christopher Barbic at (713) 227-7115.

Sincerely,

Christopher Barbic  
Founder and Director

00072

24



Z 228 665 363

US Postal Service  
**Receipt for Certified Mail**  
No Insurance Coverage Provided.  
Do not use for International Mail (See reverse)

Sent to	Pasadena, ISD	
Street & Number	1515 Cherrybrook	
Post Office, State, & ZIP Code	Pasadena TX 77507	
Postage	\$	
Certified Fee		
Special Delivery Fee		
Restricted Delivery Fee		
Return Receipt Showing to Whom & Date Delivered		
Return Receipt Showing to Whom, Date, & Addressee's Address		
TOTAL Postage & Fees	\$	
Postmark or Date	1/11/2000	

PS Form 3800, April 1995

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Superintendent Rick Schneider  
Administration Office  
Pasadena ISD  
1515 Cherrybrook  
Pasadena, Texas 77502

2. Article Number (Copy from service label)

Z 228 665 363

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature  
X   Agent  Addressee

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No



3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

0007

**Statement of Impact  
Open-Enrollment Charter School**

**Purpose of this form:** The sponsoring entity entered below is submitting an application to the State Board of Education for approval to operate or amend an open-enrollment charter school. The name and location of the proposed charter school is provided. In accordance with Texas Education Code, Section 12.110(d)(2), this form must be provided to any school district likely to be affected by the open-enrollment charter school. That school district may then submit his form to the State Board of Education information relating to any financial difficulty that a loss in enrollment may have on the district, information pertaining to any impact on student enrollment that may impair a district's ability to comply with a court order affecting the district, and any other information it wishes to share with the board. For more detailed information about the proposed charter, contact the sponsoring entity indicated below.

**Note:** Under Texas Education Code §12.106, an approved open-enrollment charter school is entitled to the distribution of the available school fund for a student attending the charter school to which the district in which the student resides would be entitled. This would include any benefits and any transportation allotment for which the student is eligible under Chapter 42. An approved open-enrollment charter is also entitled to a portion of the tax revenue collected by the school district for maintenance and operations as provided in Texas Education Code §12.107.

**Instructions:** Submit the completed form signed by the district superintendent and board president to:

The Texas Education Agency  
Division of Charter Schools  
1701 North Congress Avenue  
Austin, Texas 78701

The form should be received by the agency by March 1, 2000 for consideration by the State Board of Education with respect to approval of the proposed open-enrollment charter school. For information about the procedures for approval of open-enrollment charter schools, please contact Division of Charter Schools at (512) 463-9575.

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**Statement of Impact**

Name of Proposed Charter School: YES College Preparatory School

*Check the appropriate response below:*

\_\_\_\_\_ The proposed open-enrollment charter school is not expected to adversely impact the school district to a significant degree.

\_\_\_\_\_ The proposed open-enrollment charter school (amendment) is expected to impact the school district in the following manner:  
*(Describe the impact in the space below and/or attach any supporting documentation.)*

\_\_\_\_\_  
(District Name) (County-District Identification Number)

\_\_\_\_\_  
(District Address)

\_\_\_\_\_  
(Signature of Board President) (Print Board President's Name)

\_\_\_\_\_  
(Signature of Superintendent) (Print Superintendent's Name)

\_\_\_\_\_  
(Date) (Phone Number)

## **Notice Of Intent To Apply For Open-Enrollment Charter School**

The YES College Preparatory School is applying to the State Board of Education for approval to operate an open-enrollment charter school ("charter school") to be located in Houston. 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 Sponsoring Entity Proposing the Charter School:**

Youth Engaged in Service College Preparatory School

**Chief Executive Officer of the Proposed School:**

Christopher J. Barbic

**Board Members of the School Operating Board:**

Samantha Barlow-Martinez

Sylvia Gutierrez

Sheilah Kavaney

Tom Mesa, Jr.

Frank Monacelli

Jeff Samples

David Tritter

Diane Webb

Constance White

Terry Williams

**Proposed Location of the School:**

2317 Runnels Avenue  
Houston, Texas 77003

**Description of the School:**

YES College Preparatory School is dedicated to providing an academically rigorous college preparatory curriculum that prepares inner-city students for matriculation and success in a four-year college or university. The school sets extremely high expectations and demands that everyone in the YES community subscribe to a "Whatever It Takes" mentality in order to increase student achievement.

**Grade Levels Served:**

5<sup>th</sup> Grade – 12<sup>th</sup> Grade

**Opening date if approved:**

August 24, 2000

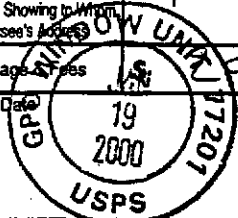
The State Board of Education invites comments about any aspect of the proposed school or its sponsoring entity. Comments must be communicated in the form of a signed letter directed to the State Board of Education. Only letters specifically addressing a proposed school will be considered by the board.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

Z 228 665 267

US Postal Service  
**Receipt for Certified Mail**  
No Insurance Coverage Provided.  
Do not use for International Mail (See reverse)

Sent to	Commissioner's Court	
Street & Number	1001 Preston	
Post Office, State, & ZIP Code	Houston, TX 77002	
Postage	\$	33
Certified Fee		140
Special Delivery Fee		
Restricted Delivery Fee		
Return Receipt Showing to Whom & Date Delivered		125
Return Receipt Showing to Whom, Date, & Addressee's Address		
TOTAL Postage & Fees	\$	298
Postmark or Date	19 2000 USPS	

PS Form 3800, April 1995

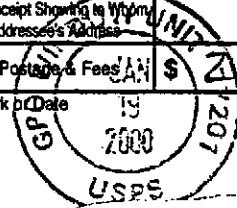


Z 228 665 265

US Postal Service  
**Receipt for Certified Mail**  
No Insurance Coverage Provided.  
Do not use for International Mail (See reverse)

Sent to	City Council Members	
Street & Number	900 Bagby	
Post Office, State, & ZIP Code	Houston, Texas 77002	
Postage	\$	33
Certified Fee		140
Special Delivery Fee		
Restricted Delivery Fee		
Return Receipt Showing to Whom & Date Delivered		125
Return Receipt Showing to Whom, Date, & Addressee's Address		
TOTAL Postage & Fees	\$	298
Postmark or Date	19 2000 USPS	

PS Form 3800, April 1995



00077

**YOUTH ENGAGED in SERVICE**  
**COLLEGE PREPARATORY SCHOOL**  
*WHATEVER IT TAKES!*

**CHARTER APPLICATION QUESTIONS**

**to be**

**REVIEWED**  
**BY**  
**INDEPENDENT REVIEW COMMITTEE**

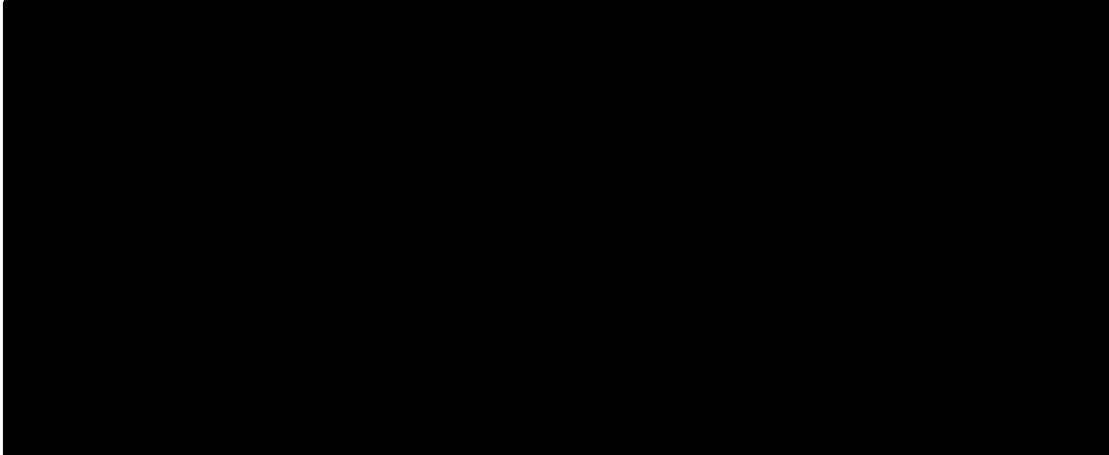
# YES College Preparatory School

## Charter Application

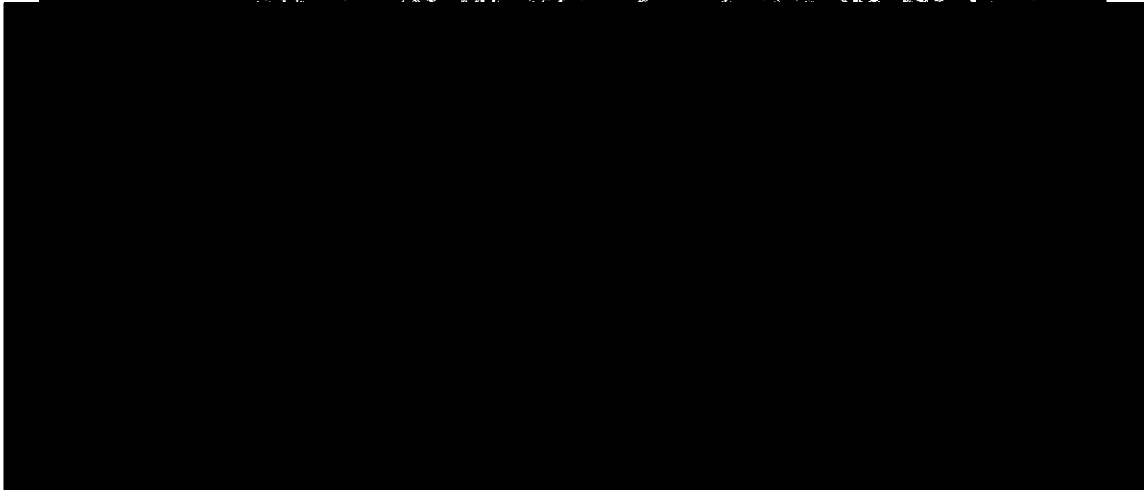
### Questions to be Reviewed by Independent Review Committee

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**YES 10th Grade Class Field Lesson  
East Coast College Tour-May 3rd - May 10th**



**YES 8th Grade Class Field Lesson  
Washington DC-May 18th - May 22nd**

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## *A YES College Prep Student Thinks and Acts*

### Thinks

- *The strong should take care of the weak.*
- *The students of today are the leaders of tomorrow.*
- *We are a family oriented school.*
- *Anything worth doing is worth doing right.*
- *Our responsibilities never end.*
- *Our education does not end in the classroom.*
- *The only way to lose is to quit trying.*
- *Learning is the key to ultimate success.*
- *We are all here to make a difference.*
- *The decisions we make today determine the options we will have tomorrow.*
- *We determine our own futures.*
- *The journey, not the arrival, is what matters most.*
- *Success is not measured by wealth but by happiness.*


### Acts

- *We try to give one hundred percent everyday.*
- *We act in a way that leaves a lasting impression.*
- *We act in a way that earns the trust of others.*
- *We are ready and willing to work hard.*
- *We each need to perform to the best of our abilities.*
- *We always leave a place better than we found it.*
- *We are role models for other students.*
- *When we all pull together we can move mountains.*
- *We give back to our community.*

## INTRODUCTION

### Youth Engaged in Service (YES) College Preparatory School

*"The reason why I love YES is because all the teachers here care about you. YES College Preparatory School is a family, a team working together to help everyone reach their goals and better their lives. Due to YES, I will go to college."*



Youth Engaged in Service (YES) College Preparatory School was conceived in the spring of 1995 when a group of frustrated parents, students, and teachers began discussing the inadequacies of Houston Independent School District's (ISD) secondary schools in the community. The area middle and high schools were failing to address the problems of illiteracy, teenage drug abuse, teenage pregnancy, gangs, and juvenile crime that plagued the neighborhood. Led by Christopher Barbic, a second-year Teach For America corps member at Rusk Elementary, the group met weekly to discuss the idea of creating a middle school that would begin academically preparing East End students for college. At that time, East End students who desired an academically challenging school had to attend a private school or a Houston ISD magnet school 30 minutes outside of the neighborhood. Sadly, no academically rigorous public school options existed within Houston's East End.

Weeks of meetings with neighborhood residents and community leaders about our proposed middle school program continued and excitement about our idea grew. We became convinced that our proposed middle school program was both feasible and necessary. The climax of our community mobilization efforts occurred when we rallied over 300 East End residents, car-pooled them to a Houston ISD Board of Education meeting, and demanded that the board approve the creation of Project Youth Engaged in Service (YES) – a sixth through eighth grade middle school program housed on the Rusk Elementary School campus. The Houston ISD Board of Education agreed to approve Project YES, and our initial year in Houston ISD resulted in a tremendous amount of success.

During that first year, the 1995-1996 school year, we dramatically elevated student achievement, and the school was honored as a **Texas Education Agency (TEA) Recognized Campus**. Our students out-performed the neighborhood middle school by over thirty percentage points on the Texas Assessment of Academic Skills (TAAS) test, placing us among the state's leaders in educating at-risk minority youth. The following school year, 1996-1997, Houston ISD rewarded our efforts by designating Project YES, along with the Knowledge Is Power Program (KIPP) Academy and Project Chrysalis, as one of its first three Houston ISD charter schools. Our charter school designation afforded us greater flexibility in implementing our curriculum, structuring our school day, and recruiting our staff. We continued building on the momentum we created our first year and our school was again honored as a **TEA Recognized Campus** with 85% of our students passing all sections of the TAAS test. The 1997-1998 school year led to even more outstanding increases in student achievement. YES students averaged a 90% passing rate on all sections of the TAAS test, and had an average daily attendance rate of 97%. These numbers catapulted YES from a Recognized Campus to a **TEA Exemplary Campus**. Families around the city began hearing about the amazing educational opportunities at YES, and the classroom space at Rusk became inadequate to house the growing number of students who wanted to attend our school.

*"YES College Prep is great because it changes many people's education. For example, we work harder, succeed with our school work, and we get smarter."*



As our momentum continued to increase, we decided to collaborate with the Knowledge Is Power Program (KIPP) Academy and apply for a second-generation open-enrollment charter. On March 7, 1998, TEA and the Texas State Board of Education agreed to convert Project YES and KIPP Academy from Houston ISD charter programs to state accredited open-enrollment charter school campuses under the KIPP, Inc. Charter District. The YES/KIPP charter application received the highest score of any of the 80 second-generation charter proposals submitted that year. Subsequently, a number of applicants who have applied for a third-generation charter, as well as other applicants in this round of fourth-generation charters, have requested copies of our second-generation proposal. In fact, another proposal in this round being submitted by IDEA, Inc. is directly modeled after the YES/KIPP proposal submitted two years ago.

Our conversion to a state-chartered public school has provided us the opportunity to expand into the high school grade levels with a refined focus on our mission to provide at-risk minority students with a rigorous college preparatory curriculum. We changed our name from Project YES to YES College Preparatory School to better reflect our focused mission and goal - 100% college matriculation for every graduating class beginning in the year 2001. The entire YES community - students, parents and teachers - all stand firmly united around our mission and exemplify the school motto of "Whatever It Takes" each and every day in the pursuit of this goal. We believe our mission to be so important that we require every graduating senior at YES College Preparatory School to secure acceptance and matriculate into a four-year college or university in order to graduate and receive a high-school diploma. This graduation requirement ensures that each of our students is successful in the collegiate environment and uses education as his/her passport to a better tomorrow.

Since 1995, YES College Preparatory School has demonstrated an impressive and consistent track record in educating at-risk minority students. We frequently host visitors from around the state and nation who come to YES College Prep to see for themselves the success we have been able to attain with a student population many thought could not overcome such tremendous socio-economic barriers. Although ninety percent (90%) of our students qualify for the federal free and reduced-price lunch program, all of our students are taking responsibility for their education through hard work, discipline, and a desire for a better future.

While YES College Preparatory School has enjoyed a tremendous working relationship with KIPP Academy and will continue to collaborate with KIPP on numerous projects, it is in the best interest of both schools' continued growth and development that YES College Preparatory School secure its own open-enrollment charter.<sup>1</sup> With the two best charter schools in the state of Texas standing alone as separate entities, YES College Preparatory School and KIPP Academy can begin the important task of replicating our individual successes, reaching more students across Houston, and serving as national models for excellence in the charter school movement.

<sup>1</sup>See letters of support written by Michael Feinberg, President of KIPP, Inc. and Barbara Hurwitz and Karol Musher, Co-Chairpersons of the KIPP, Inc. Board of Directors.

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STATE OF TEXAS  
1998-99 SCHOOL REPORT CARD

School Name: PROJECT Y E S

Page 1

District Name: KIPP, INC CHARTER  
School Number: 101813002  
School Enrollment: 338  
Grade Span: 06 - 10

School Accountability Rating: EXEMPLARY  
District Accountability Rating: CHARTER SCHOOL

Additional Acknowledgement: CI: READING & MATHEMATICS  
This is a Charter School.

LEGEND	
*	Fewer than 5 students
-	No students
?	Outside reasonable range
n/a	Not available or not applicable

			State Average	District Average	School Group (Median)	School (All Students)	African American	Hispanic	White	Asian/Pacific Islander	Native American	Economically Disadvantaged
<b>TAAS Percent Passing (For all grades tested at this school)</b>												
Reading	Spring 1999		86.5%	97.3%	86.9%	96.1%	88.9%	96.3%	100.0%	*	-	95.7%
	Spring 1998		83.3%	-	n/a	-	-	-	-	-	-	-
Writing	Spring 1999		88.2%	98.2%	89.0%	95.9%	*	95.7%	*	-	-	95.5%
	Spring 1998		84.2%	-	n/a	-	-	-	-	-	-	-
Mathematics	Spring 1999		85.7%	98.4%	88.7%	96.6%	88.9%	96.8%	100.0%	*	-	97.3%
	Spring 1998		80.4%	-	n/a	-	-	-	-	-	-	-
All Tests Taken	Spring 1999		78.3%	95.1%	80.4%	92.3%	88.9%	92.2%	100.0%	*	-	92.8%
	Spring 1998		73.1%	-	n/a	-	-	-	-	-	-	-
<b>TAAS Percent Passing (8th Grade only)</b>												
Science	Spring 1999		87.1%	99.0%	90.0%	97.7%	*	97.5%	-	-	-	97.5%
	Spring 1998		81.0%	-	n/a	-	-	-	-	-	-	-
Social Studies	Spring 1999		70.1%	91.9%	66.7%	83.7%	*	89.0%	-	-	-	82.5%
	Spring 1998		66.3%	-	n/a	-	-	-	-	-	-	-
<b>TAAS/TASP Equivalency</b>												
Class of 1998			45.0%	-	45.5%	-	-	-	-	-	-	-
Class of 1997			41.2%	-	n/a	-	-	-	-	-	-	-
<b>End-of-Course Exam (% Taking)</b>												
Biology	Grds 9-12	1999	24.2%	49.6%	19.2%	45.8%	*	38.2%	*	-	-	34.4%
		1998	23.9%	-	n/a	-	-	-	-	-	-	-
Algebra I	Grds 7-12	1999	18.0%	28.4%	15.8%	26.3%	12.5%	21.5%	28.6%	-	-	20.3%
		1998	17.4%	-	n/a	-	-	-	-	-	-	-
English II	Grds 9-12	1999	21.4%	32.6%	19.2%	36.4%	*	26.5%	*	-	-	25.0%
US History	Grds 9-12	1999	18.9%	0.0%	19.5%	0.0%	*	0.0%	*	-	-	0.0%
<b>Attendance Rate</b>												
1997-98			95.3%	-	86.2%	-	-	-	-	-	-	-
1996-97			95.2%	-	n/a	-	-	-	-	-	-	-
<b>Dropout Rate</b>												
1997-98			1.6%	-	0.0%	-	-	-	-	-	-	-
1996-97			1.6%	-	n/a	-	-	-	-	-	-	-

A more complete report on your school, the Academic Excellence Indicator System (AEIS) report, is available from your school, from the Texas Education Agency, or on the WEB at [www.tea.state.tx.us/perfreport/aeis](http://www.tea.state.tx.us/perfreport/aeis). Produced by the Division of Performance Reporting Texas Education Agency.

Form K-12

00084

STATE OF TEXAS

1998-99 SCHOOL REPORT CARD

School Name: PROJECT Y E S

District Name: KIPP, INC CHARTER  
 School Number: 101813002  
 School Enrollment: 336  
 Grade Span: 06 - 10

School Accountability Rating: EXEMPLARY  
 District Accountability Rating: CHARTER SCHOOL

Additional Acknowledgement: CI: READING & MATHEMATICS  
 This is a Charter School.

LEGEND	
*	Fewer than 5 students
-	No students
?	Outside reasonable range
n/a	Not available or not applicable

	State Average	District Average	School Group (Median)	School (All Students)	African American	Hispanic	White	Asian/Pacific Islander	Native American	Economically Disadvantaged
<b>* Recommended HS Program</b>										
Class of 1998	6.7%	-	0.0%	-	-	-	-	-	-	-
Class of 1997	1.4%	-	n/a	-	-	-	-	-	-	-
<b>College Admissions Tests</b>										
Percent At or Above Criterion										
Class of 1998	27.2%	-	0.0%	-	-	-	-	-	-	n/a
Class of 1997	26.6%	-	n/a	-	-	-	-	-	-	n/a
Percent Tested										
Class of 1998	61.7%	-	53.9%	-	-	-	-	-	-	n/a
Class of 1997	63.6%	-	n/a	-	-	-	-	-	-	n/a
Average SAT I Score										
Class of 1998	992	-	948	-	-	-	-	-	-	n/a
Class of 1997	992	-	n/a	-	-	-	-	-	-	n/a
Average ACT Score										
Class of 1998	20.3	-	19.3	-	-	-	-	-	-	n/a
Class of 1997	20.1	-	n/a	-	-	-	-	-	-	n/a
<b>TAAS Exemptions</b>										
1998 ARD Exempt	6.9%	1.6%	7.0%	3.2%	0.0%	3.4%	0.0%	0.0%	-	3.1%
1997 ARD Exempt	5.2%	-	n/a	-	-	-	-	-	-	-
1998 LEP Exempt	2.2%	1.8%	0.1%	3.8%	0.0%	3.9%	0.0%	0.0%	-	4.0%
1997 LEP Exempt	2.3%	-	n/a	-	-	-	-	-	-	-
<b>Expenditures per Student</b>										
	Average Cost per School		School	Expenditures are dollar amounts budgeted to be spent during the 1998-99 school year. Total dollar amounts have been divided by the number of students in the school. The district amounts are the average of the school amounts in the district. District central office amounts are not included in the district averages.	Number of Students per Teacher	State	District	School		
	with State	with District								
Instruction	\$5,049	\$2,941	\$2,818		15.2	19.0	21.5			
School Leadership	\$304	\$853	\$584							
Other School Costs	\$830	\$447	\$185							
Total School Budget	\$4,183	\$4,040	\$3,389							

A more complete report on your school, the Academic Excellence Indicator System (AEBIS) report, is available from your school, from the Texas Education Agency, or on the WEB at [www.tea.state.tx.us/per/rep/aeis](http://www.tea.state.tx.us/per/rep/aeis). Produced by the Division of Performance Reporting, Texas Education Agency.

00085

## VIII. GOVERNANCE STRUCTURES AND PROCESSES

- A. **Continuity of Vision.** In many of today's organizations, strong mission and vision statements are merely mental exercises that the organizational leadership completes during a "weekend retreat". After the mission and vision statements have been created and distributed throughout the organization it is back to business as usual for most of the employees. Rarely do these mission and vision statements guide the day-to-day operations of the organization. However, YES College Preparatory School has enjoyed tremendous success primarily because we use our mission and vision statements to drive the development and execution of short and long-term strategic plans.

The entire YES College Prep staff, from custodian to board chairman, understands and believes in the school's mission of college matriculation for every student. It drives and dictates every single decision made at YES College Preparatory School. The founding coalition of trustee members and operating officers understands the importance of creating systems that ensure the school's mission is perpetuated during the school's continued development. The steps we have taken to maintain continuity between the founding coalition's vision and that of future governing boards include:

1. **YES College Preparatory School Charter Proposal.** Creating this charter proposal serves as an important step in documenting the school's vision and governance structure. Upon completion, this document will become a crucial component of the YES College Preparatory School organizational memory. Our initial charter proposal submitted for a second-generation charter in 1998 (*it received the highest score out of the 80 proposals submitted that round*) has served as a constant point of reference during our first year and a half of operation. All of the school's stakeholders participated in the creation of this application and copies will be distributed to Board of Trustee members and operating officers. The charter proposal maintains continuity by serving as the most important document to reference when deciding existing and future policy, practices, and procedures.
2. **YES College Preparatory School Board of Trustee By-Laws.** The Board of Trustee By-Laws serve as an excellent framework for board operation and interaction with the school. The By-Laws create a structured framework that allows for flexibility and growth as YES College Preparatory School matures. The By-Laws maintain continuity by outlining the purposes, powers, and duties of the Board of Trustees, Board of Trustee committees, and operating officers.
3. **YES College Preparatory School Priority Planning Meetings.** Each Spring, members of the Board of Trustees along with the YES College Preparatory School Leadership Team (*comprised of the school's administrative and instructional leaders*) outline the priorities on which the school will focus on during the upcoming school year. Please see 1999-2000 Priorities and Measures of Success included in the Attachments section of this proposal. Priorities are

discussed and documented at priority planning meetings and the meetings provide an excellent opportunity for Trustees and operating officers to work together on setting the school's overall strategic plan. Documented priorities comprise an additional component of the school's organizational memory.

4. **YES College Preparatory School Board of Trustees Nominating Process.** Adding new Trustees to the governing board is a serious business. Prospective Board of Trustee members must successfully complete the following nominating process before becoming active trustees:

- a. making an initial informational site-visit to the school that includes meeting the School Director, parents, staff members, and students, and observing classes;
- b. making a second site-visit to the school specifically to discuss Board of Trustee membership responsibilities;
- c. discussing the prospective trustee's background at the next scheduled Board of Trustee meeting; and
- d. requiring board members to sign a Commitment to Excellence contract modeled after the same contract signed by YES College Prep staff, parents, and students that outlines the Trustee's responsibilities and commitments.

The due diligence structure created through this nominating process ensures that each new Trustee understands and agrees with the YES College Preparatory School mission and vision and will work to positively contribute towards the realization of college matriculation for every graduating senior.

B. **Board of Trustee Roles and Responsibilities.** The YES College Preparatory School By-Laws outline the general roles and responsibilities of the Board of Trustees. As stated in Article I, Section 1.2, the Board of Trustees will have a general and continuing charge to be informed on the business, properties and affairs of the Corporation hereinafter designated and as may be designated by resolution of the Board of Trustees for its concern, supervision or oversight, so that it may consult and advise with, and make proposals and recommendations to, the School with respect thereto. These duties include but are not limited to: appointing the director of the School, ensuring that the School adheres to the goals outlined in its charter to the Texas Education Agency (TEA), holding the School Director accountable for the academic and fiscal responsibility of the school, and providing support to each campus for additional fundraising, marketing, and other services as needs arise.

C. **Complaints.** Democratic-decision making is a core value of the YES College Preparatory School's management philosophy. We ensure the democratic decision-making process here at YES involves all of the school's stakeholders – students,

parents, faculty, staff, and trustees. This philosophy, combined with a conscious effort to ensure the school's stakeholders are "invested" in the school's mission, has led to virtually no parent and/or employee complaints.

Complaints that do arise are handled in the following manner:

1. The Assistant School Director and/or School Director conduct the initial meeting if any complaints arise. The involved parties discuss their positions and an action plan for resolution is developed. This process has solved any and all complaints the school has handled up to this point. If the School Director and/or Assistant School Director cannot resolve the problem then it is referred to the YES College Preparatory School Leadership Team.
  2. The School Leadership Team meets twice a month to discuss the school's progress in meeting the goals and Measures of Success set the previous spring. The Leadership Team is a ten (10)-member body composed of the school's administrative and instructional leaders as well as a YES student and parent. At the Leadership Team meetings, parties involved in any complaint will be given the opportunity to discuss the problem and make recommendations as to the best means to resolve the dispute. The Dean of Students will be responsible for investigating parent complaints and bringing that information to the meeting. Disgruntled parties will be told before the meeting that they are required to comply with the Leadership Team's recommendation. Parties may appeal the Leadership Team decision to the YES College Preparatory School Board of Trustees. The Leadership Team will make its recommendation and then vote. The School Director only votes in the event of a tie.
  3. Any parties that wish to appeal the Leadership Team's decision may bring forward a complaint to the Board of Trustees. All appeals must be placed on the meeting agenda according to the process stated in the By-Laws. Parties appealing Leadership Team decisions will each have ten (10) minutes to present their case to the Board of Trustees and offer a fair resolution to the problem. The Board of Trustees will vote according to the voting process stated in the By-Laws. Board of Trustee decisions serve as final and binding.
- D. **Productive Instructional Staff and Administrative Relationship(s)**. At YES College Preparatory School, a clear set of expectations, open lines of communication, and management systems that measure progress and account for necessary adjustments are the pillars of a successful and productive relationship between instructional staff members and administrators. Another unique aspect of YES is the fact that every staff member teaches at least one class. This ensures that administrators and office staff are invested in the school's mission and maintain close relationships with YES College Prep students. Structures we have created in order to successfully set clear expectations, maintain open lines of communication, and create effective management systems include:



1. **Curriculum Development.** YES College Preparatory School administrators and instructors together develop content-based curricula that form the foundation for each instructor's class. These curricula serve the important function of setting high expectations that both administrators and instructors create together regarding classroom instruction and student achievement.
  2. **Academic Department Heads and Grade-Level Chairs.** Each academic department and each grade level has a point person in charge of ensuring effective communication throughout the school. Academic departments and grade-level instructors meet monthly to discuss campus-based priorities and the measures of success necessary to meet each priority. Meeting minutes are documented and distributed to all staff, thus ensuring that everyone is kept abreast of decisions and progress.
  3. **Monthly Staff Meetings.** Monthly staff meetings serve as excellent opportunities to discuss school-wide issues and concerns. Staff meetings are generally led by the School Director, but staff members are free to submit agenda items and facilitate discussions at any staff meeting with prior approval of the School Director.
  4. **Fall and Spring Staff Weekend Retreats.** The entire YES staff takes two weekend retreats each year. These retreats provide a setting outside of the school for reflection, evaluation, socialization and team-building. These retreats are vital to maintaining positive staff morale.
- E. **Parental and Student Involvement.** Preparing students for active participation in a democratic society is a core piece of the YES College Preparatory School mission and vision statements. The governance structure at YES provides students and parents with a variety of forums in which to impact the school's policies, practices, and procedures.
1. **YES College Preparatory School Leadership Team.** The School Leadership Team, composed of the administrative and instructional leaders of the school, a YES student, and a YES parent, is based on the traditional shared-decision making model belief that decisions regarding school outcomes need to be made collectively by all members of the school community. The Leadership Team provides key guidance in the YES College Prep strategic planning and campus-based goal-setting and is charged with the important task of implementing Board of Trustee policy. Parental and student input is vital to group success because it ensures the school's mission and goals are aligned with those of the community in which it serves.
  2. **YES College Preparatory School Parent Advisory Association (PAA).** We at YES recognize that parental involvement is essential to the successful education of our students, and we are fully committed to encouraging parents

to become leaders in the YES College Prep community. The YES College Prep PAA is a parent-only group comprised of any interested parent who chooses to attend the monthly meetings. The PAA meets the second Tuesday of every month at 2:30 PM and agendas for the monthly meetings are distributed beforehand to the entire school community along with monthly calendars (*usually the by the fifth day of every month*). Meetings usually begin with a 30-minute in-service on topics ranging from strategies parents can utilize to help their children study to accessing the community's social service agencies. The second half of the meetings provides an excellent opportunity for the school's parents and administration to discuss issues that parents feel need to be addressed. Topics from previous meetings include modifying the school's dismissal procedures in order to promote student safety, evaluating the quantity of homework assigned to students, and planning school-wide fundraising events.

3. **YES College Preparatory School Parent Advisory Steering Committee (PASC)**. The YES College Preparatory School PAA elects four (4) officers and one parent representative per grade level to serve on the PASC. Officers serve two (2) year terms and grade-level representatives serve one (1) year terms. The PASC will lead parental concerns in areas including, but not limited to, student and staff recruitment and retention, student dress code, fundraising, student and family crises, and family involvement on the campus. The PASC Chairperson will also serve on the School Leadership Team to ensure parental concerns are voiced when the School Leadership Team makes decisions regarding YES College Prep policies, practices, and procedures.

**1999-2000 Parent Advisory Steering Committee (PASC)**

PARENT NAME		TITLE	

Table 1

3. **YES College Preparatory School Student Council**. The Student Council, elected by the entire YES student body, provides an opportunity for interested students to take an active role in the school's decision-making process. The YES College Prep Student Council was founded so that the students of YES would have a voice in the planning and implementation of policies that relate to



## IX. SCHOOL VISION

*"Reform starts with you. It is time to stop wringing your hands about the state of your own schools and take responsibility for changing things despite the complexities of the system...the problem with the nation's schools is not that they are not what they used to be, but that they are precisely what they used to be."*

*-Notes from the Front Lines, China Breakers Conference, sponsored by RJR Nabisco Foundation's Next Century Schools Program*

- A. **Long-Range Vision.** We in the YES College Prep community point to this quote as our charge to capitalize on the successful foundation we have created as both a Houston ISD campus charter and an open-enrollment charter campus within the KIPP, Inc. Charter District. Separating from KIPP, Inc. and creating our own independent open-enrollment charter school, will allow us to stand alone as a separate entity; thus providing us the ability to begin the important task of replicating our success and serving as a national model for the charter school movement.

### **The YES College Preparatory School Mission Statement**

YES College Preparatory School is dedicated to providing a rigorous academic program that will prepare Houston's inner-city youth for matriculation and success in a four-year college or university.

### **The YES College Preparatory School Vision Statement**

The democratic habits of tolerance, thoughtful debate, civic involvement, and hard work must be taught, exercised, and owned daily in order to become habitual. Our vision at YES College Preparatory School is to instill these values at an early age, develop them through the middle school years, and refine them at the high school level. Only with a critical mass of college-educated citizens can valuable and systemic change in our inner-city neighborhoods occur. YES College Preparatory School is giving hope to inner-city families who understand that education is the passport to a better tomorrow. More importantly, by combining rigorous academics with a spirit of civic duty and responsibility, YES College Preparatory School students will return to their community as civic-minded intellectuals armed with a college degree and a desire to create positive social change. Over time, YES College Preparatory School will transform the educational expectations of the community in which it serves thus serving as a national model for excellence in urban education.

- B. **Educational Philosophy.** The YES College Preparatory School's educational philosophy has been carefully aligned with the school's vision in order to effectively serve as the vehicle through which the entire YES community can successfully prepare its students for matriculation and success in a four-year college or university.

## **Middle School Grade Levels (5-8): The Core Knowledge Approach**

*The error... is the assumption that it is the diversity in children's social and cultural backgrounds that poses the greatest problem for teaching. In fact, a far greater problem is variability in children's educational background, and their levels of preparation for learning an academic curriculum.*

-Harold Stevenson and James Stigler  
*The Learning Gap*

American educational theory has held firmly to the idea that students need only to be given abstract "critical thinking skills" rather than a content-based curriculum in order to continue learning and adapting (see E.D. Hirsch's, *The Schools We Need: Why We Don't Have Them, for a historical background of educational theory*). These "critical thinking skills" included in most curricula speak in vague terms of general skills, processes, and attitudes. This vagueness is no virtue. It places unreasonable demands on teachers and often results in years of schooling marred by repetitions and gaps. When teachers in a particular school do not know what children in other classrooms are learning on the same grade level, much less in earlier and later grades, they cannot reliably predict that children will come prepared with a shared base of knowledge and skills. The result of this curricular incoherence is that many schools fall short of developing the full potential of children. The lack of shared content-rich knowledge among American students not only holds back their average progress, creating a national excellence gap, but, more drastically, it holds back disadvantaged students like those at YES College Preparatory School, thus creating a fairness gap as well.

The educational philosophy implemented at our middle school level prevents the problems described above from impacting our student body. We combine E.D. Hirsch's *Core Knowledge Sequence*, used in over 700 schools nationwide, with the Texas Essential Knowledge and Skills (TEKS) to ensure all middle school students receive a definite and coherent sequence of instruction. Our content-rich curriculum stresses vertical (5-8) and horizontal (*within classrooms at each grade level*) continuity so that student knowledge will grow consistently and progressively from grade to grade. Each of the core subjects will be stressed, with every student in 5<sup>th</sup>-8<sup>th</sup> grades receiving one and half (1 ½) hours of daily instruction in English and Math.

## **High School Grade Levels: The Advanced Placement Approach**

The high school component of the YES College Preparatory School educational program entails rigorous college preparatory course-work culminating with Advanced Placement (AP) classes in the 11<sup>th</sup> and 12<sup>th</sup> grades. Every major university in the country grants college credit for all AP tests passed by high school students through the nationally recognized College Board Advanced Placement program. Students will be expected to successfully complete advanced placement work in at least one core academic

subject area and pass an Advanced Placement exam with a score of 3 or higher (*out of a possible 5*).

**Whatever It Takes**

The entire YES Community stands firmly united around the philosophy of doing *Whatever It Takes* to meet our goals. This is reflected in the extended-day program, the one (1) to two (2) hours of homework YES students must complete nightly, the Saturday classes, the additional month of school in the summer, and the intensity with which we relentlessly pursue our dreams of college matriculation and success. We understand that no "magic potion" is going to lead us down a pathway towards success – that it takes dedication, discipline, and desire. While this is hardly an innovative idea, our ability to create a performance-based culture of high expectations that values hard work and personal responsibility has been the key ingredient in our ability to institutionalize success in a community that has traditionally been more familiar with failure.

## X. SCHOOL GOALS

*"As a Second Ward resident, I feel proud knowing that a good middle and high school exists in our community, and that my child does not have to ride a bus for forty-five minutes just to go to a good school"*



A. **Student Goals.** Dating back to our first year as a Houston ISD charter in 1995, YES College Preparatory School has been at the forefront of the state in educating at-risk minority youth. Time and time again, we have proven that minority students, including those who come from disadvantaged neighborhoods and homes, can compete with the best students in the country when they are expected to achieve greatness and given the appropriate opportunities and environment to do so. We are including the student achievement goals we actually met after only our first year (1998-1999 academic year) as an open-enrollment campus within the KIPP, Inc. District along with our projected student achievement goals over the next five years. These achievement goals are in the shaded region of each table. Please note that in our first year YES College Preparatory School was one of only eleven (11) TEA Exemplary-rated schools in Houston and one of only two (2) TEA Exemplary-rated charter schools in the entire state of Texas.

a. **Student Achievement Goal:** YES College Preparatory School students will graduate with the reading comprehension skills necessary to achieve success in a four-year college or university.

Performance Objective	1998 1999	1999 2000	2001 2002	2002 2003	2003 2005	Measurement Tool
X% of all YES students taking the Reading section of the Texas Assessment of Academic Skills (TAAS) who pass the test.	95%	98%	100%	100%	100%	TAAS
X% of all YES students taking the Reading section of the TAAS who receive Academic Recognition	20%	25%	50%	60%	65%	TAAS
X% of all YES students who will be reading on grade-level by the end of 8 <sup>th</sup> grade.	85%	95%	100%	100%	100%	Stanford 9
X% of all YES 11 <sup>th</sup> /12 <sup>th</sup> grade students will score a 500 or better on the Verbal section of the Scholastic Aptitude Test (SAT).	N/A	25%	50%	60%	70%	Scholastic Aptitude Test
X% of all YES 11 <sup>th</sup> /12 <sup>th</sup> grade students will score at least 3 out of 5 or higher on an AP Lit. and Comp. Exam.	N/A	N/A	50%	60%	70%	Advanced Placement English Exam

**Student Achievement Goal: YES College Preparatory School students will graduate with the mathematical computation and reasoning skills necessary to achieve success in a four-year college or university.**

Performance Objective	1998 1999	1999 2000	2001 2002	2002 2003	2003 2005	Measurement Tool
X% of all YES students taking the Math section of the TAAS who pass the test.	97%	100%	100%	100%	100%	TAAS
X% of all YES students taking the Math section of the TAAS who receive Academic Recognition	28%	35%	50%	60%	65%	TAAS
X% of all YES students taking the Algebra I end-of-course exam pass the test.	85%	95%	100%	100%	100%	Algebra End-of-Course Exam
X% of all YES 11 <sup>th</sup> /12 <sup>th</sup> grade students will score a 500 or better on the Math section of the Scholastic Aptitude Test (SAT).	N/A	50%	65%	75%	80%	Scholastic Aptitude Test
X% of all YES 11 <sup>th</sup> /12 <sup>th</sup> grade students will score a 3 out of 5 or higher on the Advanced Placement Calculus AB Exam.	N/A	N/A	50%	60%	70%	Advanced Placement English Exam

Table 4



**Student Achievement Goal:** YES College Preparatory School students will graduate with English language mastery and writing proficiency necessary to achieve success in a four-year college or university.

Performance Objective	1998 1999	1999 2000	2001 2002	2002 2003	2003 2005	Measurement Tool
X% of all YES students taking the Writing section of the TAAS who pass the test.	97%	100%	100%	100%	100%	TAAS
X% of all YES students taking the Writing section of the TAAS who receive a score of at least 3 or higher on the essay portion of the exam.	10%	25%	35%	50%	65%	TAAS
X% of all YES 10 <sup>th</sup> grade students who pass the English II end-of-course exam.	95%	100%	100%	100%	100%	English End-of-Course Exam
X% of all YES 11 <sup>th</sup> grade students will score at least a 3 out of 5 or higher on the Advanced Placement Language and Composition Exam.	N/A	25%	45%	65%	75%	Advanced Placement English Exam

Table 5

**Student Achievement Goal:** YES College Preparatory School students will graduate with a mastery of the scientific content and skills necessary to achieve success in a four-year college or university.

Performance Objective	1998 1999	1999 2000	2001 2002	2002 2003	2003 2005	Measurement Tool
X% of all YES 8 <sup>th</sup> grade students taking the Science section of the TAAS who pass the test.	98%	100%	100%	100%	100%	TAAS
X% of all YES 9 <sup>th</sup> grade students taking the Biology end-of-course exam who pass the test.	94%	95%	100%	100%	100%	End-of-course Exam
X% of all YES students taking an SAT II Exam in a scientific content-area will score at least a 550 or higher out of 800.	N/A	50%	60%	70%	80%	Biology or Chemistry SAT II
X% of all YES 11 <sup>th</sup> /12 <sup>th</sup> grade students will score at least a 3 out of 5 or higher on an Advanced Placement exam in a scientific content area.	N/A	N/A	45%	65%	75%	Advanced Placement Exam (Biology, Chemistry, or Physics)

Table 6

**Student Achievement Goal:** *YES College Preparatory School students will graduate with the a mastery of the social science content and skills necessary to achieve success in a four-year college or university.*

Performance Objective	1998 1999	1999 2000	2001 2002	2002 2003	2003 2005	Measurement Tool
X% of the 8 <sup>th</sup> grade YES students taking the Social Studies section of the TAAS who pass the test.	85%	95%	100%	100%	100%	TAAS
X% of all YES students taking the U.S. History end-of-course exam who pass the test.	N/A	N/A	80%	90%	100%	US History End -of- course Exam
X% of all YES 11 <sup>th</sup> grade students will score at least a 3 out of 5 or higher on the Advanced Placement U.S. History Exam.	N/A	N/A	45%	65%	75%	US History Advanced Placement Exam

Table 7

**Student Achievement Goal:** *YES College Preparatory School students will graduate with the computer proficiency necessary to achieve success in a four-year college or university.*

Performance Objective	1998 1999	1999 2000	2001 2002	2002 2003	2003 2005	Measurement Tool
X% of all YES students will demonstrate mastery of basic typing skills.	60%	75%	100%	100%	100%	Teacher-created projects and exams
X% of all YES students will complete a typed research paper using internet research skills.	50%	75%	100%	100%	100%	Teacher-created projects
X% of all YES 12 <sup>th</sup> grade students will successfully use power point slides in a presentation during speech class.	N/A	N/A%	80%	100%	100%	Teacher-created projects

Table 8

b. **Non-academic goals.** Student progress in non-academic goals will be measured through school-wide Average Daily Attendance (ADA) rates and student participation in extracurricular clubs and sports.

- Student attendance will continue to be 95% or better during the 2000-2001 school year. This attendance rate will include Saturday classes and our summer session.

- 75% of all YES College Prep students will participate in extracurricular activities.
3. The mission at YES College Preparatory School is to provide a rigorous academic program that will prepare each of our students for matriculation and success in a four-year college or university. In order to evaluate our ability to meet our academic vision, we assess our students using a variety of tools. These include:
- a. bi-monthly computer generated grade reports;
  - b. nine-week report cards;
  - c. mid-term and final exams;
  - d. standardized tests;
  - e. student journals;
  - f. daily classroom monitoring;
  - g. project evaluations completed by fellow students, teachers, and community members; and
  - h. unit tests.

YES College Preparatory School students are evaluated thoroughly and frequently to provide teachers and administrators with updated performance data crucial to the implementation of our educational program. While YES College Preparatory School has outperformed other secondary schools across the state of Texas since 1995, the entire YES community - administrators, teachers, students, and parents - relentlessly pursue academic excellence. We will continue to consider 90% to be the minimum acceptable passing rate for all future TAAS tests and end-of-course exams.

### **Additional Accountability Provisions**

#### **Nine-week Achievement Tests**

In addition to TAAS and end-of-course exams, we administer nine-week achievement tests beginning in fifth grade and continuing in every subject at every grade level thereafter, culminating in a comprehensive final exam at the end of the year. These tests represent an important component of both student grades and teacher evaluations. Students are expected to pass all achievement tests in order to gain promotion to the next grade level. Teachers whose students consistently fail to pass nine-week achievement tests will be ineligible to receive stipends and will be placed on a corrective action plan. Subsequent teacher failure will result in dismissal. The school will hold itself and its teachers accountable for student achievement tests. The school will collect test data, and copies of the tests and results will be forwarded to the Texas Education Agency, the State Board of Education (SBOE), and all media service providers in metropolitan Houston when each round of tests have been completed. The timeline for reporting these test results is detailed in Table 9 of this application.

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### **Stanford 9 Test**

YES College Preparatory School also administers the Stanford 9, a national norm-referenced standardized test, during each summer session. Stanford 9 results after our first year of operation are included in the Attachments section of this application.

### **Final Eighth Grade Project: The Research Paper**

Students will research and write on a topic of special interest previously covered. The purpose of this assignment is twofold: (1) it will provide the student with an opportunity to further explore a topic of personal interest, and (2) it will provide the student the opportunity to demonstrate proficiency in researching, writing, analyzing, and presenting complex information. Once students have decided on a particular topic, the content of the paper will include the following sections:

Part I. The question of evidence, or "How do we know what we know?"

Part II. The question of viewpoint in all its multiplicity, or "Who are the players?"

Part III. The search for connections and patterns, or "What causes what?"

Part IV. The idea of supposition, or "How might things have been different?" and finally,

Part V. The question why any of it matters, or "Who cares?"

### **The Defense**

Students will present the key concepts of each section of the research paper to a jury of community members. Jurors will include staff members' friends and family, Trustees, colleagues from other schools, parents, and representatives from various education organizations. The school will write an open letter to *The Houston Chronicle* seeking any prospective jurors from the at-large Houston community. Students will be required to present to the jury for approximately twenty-five minutes. Jurors will ask questions and rate each student on a set of predetermined measurable criteria. Successful completion of this assignment will be required for entrance into high school.

YES College Preparatory School will continue to utilize its existing assessment tools, as well as implementing new assessments when appropriate. Because our students and staff subscribe to a *Whatever It Takes* mentality, we firmly believe that frequent and varied assessment strategies are a key element in ensuring that our students reach the school's ultimate goal – every students' acceptance and matriculation to a four-year college or university. This is the ultimate assessment tool as it will indicate whether or not the school is reaching its academic mission. We believe our students are on the right path and will continue on this successful journey.

4. The following table will outline the timelines for reporting all accountability measures to the SBOE.

TAAS Tests	9 Week Achievement Tests	AP Tests	Graduation Rates	College Acceptance Rates
June of each year	End of each Nine-Week Grading Period	September of each year	July of each year	July of each year

Table 9

B. **School Goals.** YES College Preparatory School will meet the following school-based goals.

**School Goal:** YES College Preparatory School students will earn a TEA-Exemplary rating.

Performance Objective	1998 1999	1999 2000	2001 2002	2002 2003	2003 2005	Measurement Tool
X% of all YES College Preparatory School students will pass the Reading, Writing, and Math sections of the TAAS test.	97%	98%	100%	100%	100%	TAAS
The Average Daily Attendance (ADA) rate at YES College Prep will continue to be 95% or better.	95%+	95%+	95%+	95%+	95%+	PEIMS Submissions

Table 10

**School Goal:** YES College Preparatory School will continue to attract enroll the following number of students.

Academic Year	Enrollment
1999-2000 <i>(current)</i>	380 students <i>(current)</i>
2000-2001	400 students
2001-2002	425 students
2002-2003	450 students
2003-2004	475 students
2004-2005	500 students

Table 11

**School Goal:** YES College Preparatory School students will secure a permanent facility.

- Phase I Refinance existing debt on modular buildings
- Phase II Purchase a 20-25-acre tract of land to relocate buildings
- Phase III Conduct a capital campaign for the construction of a permanent facility
- Phase IV Construct a permanent facility

**School Goal: Parents will believe in and support the YES College Preparatory School.**

Performance Objective	1998 1999	1999 2000	2001 2002	2002 2003	2003 2005	Measurement Tool
X% of the YES parents attend Open House.	95%	95%+	95%+	95%+	95%+	Sign-in sheets
X% of the letters/correspondence sent home requiring a parent signature home are returned within two (2) school days.	70%	90%	95%	95%+	95%+	Letters & Correspondence
X% of the YES parents attend the Winter Holiday program.	80%	85%	95%	95%+	95%+	Sign-in sheets
X% of the YES parents spend 4-6 hours a year volunteering at school.	N/A	70%	80%	85%+	85%+	Sign-in sheets

Table 14

**School Goal: YES College Preparatory School will earn the respect and support of the Houston community.**

Performance Objective	1998 1999	1999 2000	2001 2002	2002 2003	2003 2005	Measurement Tool
YES College Prep will secure X number of articles in local newspapers.	3-5	3-5	3-5	3-5	3-5	Media packets
YES College Prep will secure X number of articles in state-wide/nation-wide print publications.	N/A	1	1	1	1	Media packets
YES College Prep will raise X dollars of additional funding outside the state and federal funds awarded to charter schools.	\$180K	\$295K	\$320K	\$340K	\$360K	Revenue Page

Table 16

- C. **Community Outreach and Marketing Plan.** In 1995, when YES College Preparatory School (at that time known as Project YES) was in its first year of operation as a Houston ISD charter program, teachers were forced to canvass the neighborhood in order to enroll students for our final 150 openings. However, in just a few short years, YES College Preparatory School's reputation has exploded across the city of Houston. Positive articles in various news publications, as well as stories aired on three of the four major networks in Houston, have cemented the school's outstanding academic reputation throughout the city of Houston.

We currently enroll 400 students with an additional 100 students in our "waiting pool." Core to our success in publicizing YES College Preparatory School to the community is the simple fact that we offer an outstanding college preparatory public education to *students who would otherwise be attending sub-standard inner-city schools*. Every staff member, parent, and student at this school has a tremendous desire to prove that minority students, regardless of their socioeconomic backgrounds, can compete with the best students in the country when given the appropriate opportunities and environment. As a result, parents, students, and staff members represent our most active marketing department. Parents across Houston have responded to this call and the turnout at our Open House sessions last spring was quite overwhelming. We are expecting even larger numbers this year at our February 10<sup>th</sup> Open House. In addition to capitalizing on the word-of-mouth support from YES students and parents, we will continue to employ the following strategies:

1. Place ads in local newspaper and community association newsletter advertisements (*in Spanish and English*);
2. Utilizing fellow Teach For America corps members currently teaching in Houston ISD as a referral network for incoming students;
3. Post flyers and notices in local supermarkets, churches, community centers, and apartment complexes (*in Spanish and English*); and
4. Make presentations at community and civic organizations.

After our informational sessions, YES College Prep staff members visit the homes of each family interested in the school in order to further explain the school and answer questions. Students and parents who decide to enroll for the following school year are required to sign the YES College Preparatory *School Commitment to Excellence Contract* enclosed at the end of this section. This ensures that all YES College Prep students are visited at their homes before they even begin classes as students. This level of community outreach sets the immediate tone to prospective parents and students that their education at YES College Prep is serious business.

# YES COLLEGE PREPARATORY SCHOOL

"Whatever It Takes!"

## CONTRACT

This is a contract between the teachers and staff of YES College Preparatory School and

\_\_\_\_\_ and \_\_\_\_\_ who reside at  
Student's Name Parents'/Guardians' Name(s)

### TEACHERS' COMMITMENTS:

We fully commit to YES College Preparatory School in the following way:

- We will arrive at YES College Preparatory School by 7:00 a.m.
- We will remain at YES College Preparatory School until 5:15 p.m. (Monday – Thursday)
- We will come to YES College Preparatory School on appropriate Saturdays at 8:45 a.m. and remain until 1:15 p.m.
- We will attend and participate in all staff meetings.
- We will teach YES College Preparatory School in the best way we know how and we will do "whatever it takes" for our students to learn including furnishing students with home phone numbers for questions about homework.
- We will always make ourselves available to students and parents, and we will address any concern(s) they might have.
- We will always protect the safety, interests, and rights of all individuals in the classroom.
- We will strive to become better educators.

\*\* Failure to adhere to these commitments can lead to our removal from YES College Preparatory School.

In signing, I have read and agree with this contract and all guidelines outlined.

Teacher's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### PARENTS'/GUARDIANS' COMMITMENTS:

We fully commit to YES College Preparatory School in the following way:

- We will make sure our child arrives at YES College Preparatory School by 7:30 a.m. (Monday – Friday)
- We will make arrangements so our child can remain at YES College Preparatory School until 5:00 p.m. (Monday – Thursday and 3:45 p.m. on Fridays)
- We will make arrangements for our child to come to YES College Preparatory School on appropriate Saturdays at 9:00 a.m. and remain until 1:00 p.m.
- We will always help our child in the best way we know how, and we will do "whatever it takes" for him/her to learn. This also means that we will check our child's homework every night and let him/her call the teacher if there is a problem with it.
- We will allow our child to remain after school on any day he/she arrives with incomplete homework or chooses to disrespect the YES College Preparatory School team.
- We will always make ourselves available to our children, the school, and any concern(s) they might have about school.
- We will notify the teacher as soon as possible if our child is going to be absent from school.
- We will read carefully all papers sent home.
- We will attend all parent meetings and conferences.



**School Goal:** *Improve the quality of instruction in a way that promotes higher student achievement.*

Performance Objective	1998 1999	1999 2000	2001 2002	2002 2003	2003 2005	Measurement Tool
X% of the YES students give their teachers an overall rating of 8 or above (ten-level scale).	85%	90%	95%+	95%+	95%+	Student surveys
X% of the teachers earn minimum score of 8 (ten-level scale) for conducting a course in which students feel challenged.	80%	85%	90%	95%+	95%+	Student Surveys
X% of the teachers earn a minimum score of 8 (ten-level scale) for conducting a course in which students feel that their knowledge of the subject has substantially increased.	85%	90%	95%	95%+	95%+	Student Surveys

Table 12

**School Goal:** *Instructional and non-instructional staff members feel ownership over YES College Preparatory School .*

Performance Objective	1998 1999	1999 2000	2001 2002	2002 2003	2003 2005	Measurement Tool
X% of the faculty report an overall rating of 8 (ten-level scale) on general school environment.	80%	85%	85%+	85%+	85%+	Staff surveys
X% of the YES faculty remain on staff for at least three years.	N/A	N/A	85%+	85%+	85%+	Staff retention report

Table 13

# Escuela "YES COLLEGE PREPARATORY"

"Whatever It Takes!"

## CONTRATO

De Maestro/Padres/Estudiante

Contrato entre los maestros y personal de la Escuela "YES College Preparatory" y

\_\_\_\_\_ y \_\_\_\_\_ que residen en  
Nombre del estudiante Padres/ Tutores

### COMPROMISO DE LOS MAESTROS:

Nosotros nos comprometemos con la Escuela "YES College Preparatory" a lo siguiente:

- Nosotros llegaremos a la Escuela "YES College Preparatory" a las 7:00 a.m. de (lunes – viernes).
- Nosotros nos quedaremos en la Escuela "YES College Preparatory" hasta las 5:15 p.m. (lunes – jueves)
- Nosotros asistiremos a la Escuela "YES College Preparatory" ciertos sábados asignados, a las 8:45 a.m. hasta las 1:30 p.m.
- Nosotros asistiremos y participaremos en todas las reuniones de facultad.
- Nosotros enseñaremos académicamente en la Escuela "YES College Preparatory" de la mejor manera posible, y haremos cualquier cosa para que nuestros estudiantes aprendan. Esto incluye, a que estudiantes pueden hacer llamadas telefónicas a nosotros los maestros, con relación a cualquier duda y tarea que tengan.
- Nosotros siempre estaremos disponibles para nuestros estudiantes y padres.
- Nosotros siempre estaremos para proteger la seguridad, intereses y derechos de todos los individuos en el salón de clase.
- Nosotros lucharemos y nos esforzaremos cada día en ser mejores educadores.

\*\* En caso de no cumplirse este contrato, puede causar que el maestro sea expulsado de la Escuela "YES College Preparatory".

Yo, he leído y estoy de acuerdo con las normas y reglamento que está estipulado en este contrato.

Firma del Maestro(a): \_\_\_\_\_

Fecha: \_\_\_\_\_

### COMPROMISO DE LOS PADRES:

Nosotros nos comprometemos a la Escuela "YES College Preparatory" a lo siguiente:

- Nosotros nos aseguraremos que nuestro hijo(a), llegará a la Escuela "YES College Preparatory" a las 7:30 a.m. (lunes – viernes).
- Nosotros nos aseguraremos que nuestro hijo(a) se quedará en la Escuela "YES College Preparatory" hasta las 5:00 p.m. (lunes – jueves y hasta las 3:45 p.m. los viernes).
- Nosotros nos aseguraremos que nuestro hijo(a) asista a ciertos sábados asignados, a la Escuela "YES College Preparatory" de 9:00 a.m. hasta las 1:00 p.m.
- Nosotros estaremos siempre dispuestos en ayudar a nuestro hijo(a) de la mejor manera posible y haremos cualquier cosa que esté en nuestro alcance para que el/ella aprendan académicamente. Esto significa que todos los días revisaremos sus tareas y si el/ella necesita ayuda le hablaremos al maestro(a).
- Nosotros estaremos de acuerdo que nuestro hijo(a) se quede cualquier día de la semana, en la escuela, si no ha completado sus tareas, trabajos o si le ha faltado el respeto al personal de la Escuela "YES College Preparatory".
- Nosotros estaremos siempre disponibles para nuestro hijo(a) en la escuela y cualquier preocupación que el/ella tenga con relación a la escuela.

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## XI. GENERAL DESCRIPTION OF SCHOOL

### A. Statement of Need.

The Houston community as a whole is in the process of being fundamentally changed by economic and demographic revolutions. As one of the main destinations of new immigrants, Houston is in rapid transition toward its destiny as a conspicuously multi-ethnic metropolis. The city's "minority" communities are becoming larger, more powerful, and more involved as full partners in making decisions that will shape its collective future. As the Anglo population ages rapidly, the younger people who will be responsible for the vitality and competitiveness of the Houston economy in the 21<sup>st</sup> century will increasingly be Hispanic and Black.

Meanwhile, a second revolutionary change has fundamentally transformed the local economy. Almost all of the future jobs that will pay enough to support a family will require high levels of literacy, language fluency, and technological training. The good blue-collar jobs that Houston's oil-based economic expansion created for most of this century are disappearing rapidly. To a greater extent than ever before in human history, education will now determine the kind of life a person will lead. And it is precisely in the levels of their educational attainment and consequent economic well-being that the greatest disparities exist between Anglos, on the one hand, and Blacks and Hispanics, on the other.

-Stephen L. Klineberg, Ph.D.

Department of Sociology, Rice University

This excerpt taken from Dr. Klineberg's findings from his 1997 *Survey of Houston's Ethnic Communities* highlights the need for academically rigorous secondary schools in our inner-city neighborhoods. Unfortunately, the current educational trends in the Hispanic neighborhoods across our nation are alarming: one in three high school age Hispanic students will fail to graduate from high school, and even fewer students will attend college. The statistics gathered from the local East End high schools paint a similarly depressing picture:

1. East End high schools average 1,200 freshman each year;
2. East End high schools average 600 seniors each year (50% dropout rate);
3. 85% of East End seniors will never take the Scholastic Aptitude Test (SAT) or the American College Test (ACT), a requirement for college;
4. the 15% of the East End high school seniors who take the SAT average a combined score of 750 versus the Texas average of 993 and the national average of 1016.

Sadly, our East End secondary schools are failing to provide an academic curriculum that will successfully motivate and prepare students for matriculation into a four-year college or university. Consequently, an astoundingly low number of East End students expect or attempt to go to college. YES College Prep gives these capable young adults the desire and means to take responsibility for their own learning, participate in community service projects, and appreciate the value of a first-class education.

- B. **Addressing the Need.** YES College Preparatory School has consistently addressed the need for an academically rigorous college preparatory program in Houston's East End. Evidence of the need and our ability to meet it is best illustrated through a table comparing TAAS scores for the neighborhood secondary schools to those at YES College Preparatory School.

**1998 – 1999 ACADEMIC YEAR**

YES College Preparatory School      Neighborhood Secondary Schools

	Reading	Math	Writing	Reading	Math	Writing
Sixth Grade	98%	98%	N/A	55%	66%	N/A
Seventh Grade	91%	96%	N/A	69%	66%	N/A
Eighth Grade	98%	93%	94%	77%	65%	75%
Tenth Grade	95%	100%	100%	73%	65%	76%

Table 17

## XII. Educational Plan

*"I have visited a number of U.S. schools and have never seen students as self-disciplined and attentive as the students at YES College Preparatory School. The classes I observed here rival the best classrooms in Hong Kong."*

- Kwok Kit Chong  
Asst. Secretary of Education, Hong Kong  
on a visit to YES College Preparatory School

### A. Educational Program.

1. The YES College Preparatory School students, parents, and staff firmly believe we are creating a model for excellence in secondary education. We approach our mission of college matriculation for every student with incredible passion and intensity. Students at YES College Prep attend class from 7:30 a.m. until 5:00 p.m. Monday through Thursday, 7:30 a.m. until 4:00 p.m. on Friday, four hours on Saturday, and a month during the summer. These extra hours amount to approximately 65% more time in school than other public school students across the country. In addition to these extended hours, YES College Prep students spend approximately one to two additional hours each night completing homework.

In addition to the unique structure of school day and year, we believe there are four critical attributes that distinguish a YES College Preparatory School education from that of other secondary schools. These include:

1. the academic curriculum
2. the "fringe benefits"
3. the teacher-student relationships
4. the teacher recruitment process

#### **Academic Curriculum**

The YES College Preparatory School curriculum is a tightly written sequence of instruction that outlines exactly what each student is to learn within each nine-week grading period. The curriculum is content-based, emphasizing the knowledge and skills our students will be required to know when they enter their freshman year of college. We believe in emphasizing content and background knowledge of particular subjects in the middle grades in order to facilitate analysis and synthesis at the high school level. While the curriculum has been written and developed internally by the staff, it borrows heavily from E.D. Hirsch's *Core Knowledge Sequence* in the middle grades and advanced placement course outlines at the high school level. The level of rigor and breadth of content covered in each class at YES College Prep rivals any public or private secondary school in the city. For example, YES College Prep students begin Algebra I in seventh grade and are required to take advance placement math courses in high school.

At the end of each grading cycle, students complete Achievement Tests in each core academic subject that cover the material taught within each 9-week grading

period. Our Achievement Tests hold both teachers and students accountable and test results are tied to both staff and student evaluations. The Achievement Tests have been a powerful tool in measuring the success of our curriculum implementation, and they will continue to guide our efforts as we continuously refine and improve how we prepare our students for college.

### **YES College Preparatory School "Fringe Benefits"**

The college preparatory curriculum implemented at YES includes instruction outside of the classroom to ensure that our students graduate as well-rounded individuals with a variety of talents and interests. Students at YES participate in extracurricular clubs and athletics, field lessons, and community service projects. Although these activities supplement classroom instruction, they remain integral to the YES College Preparatory School mission.

Students at YES College Prep are required to participate in an extracurricular club or sport four times a week. The student population is mixed during club time, and many of the YES College Preparatory School staff members sponsor after-school clubs and/or sports. This structure allows staff and students to work together with people they may not otherwise meet, contributing to the strong sense of community that embodies our campus. Clubs and sports offered at the school include:

- |                     |                            |                             |
|---------------------|----------------------------|-----------------------------|
| - Guitar Club       | - Hip Hop Dance Club       | - Basketball (Boys'/Girls') |
| - Photography Club  | - Soccer (Boys'/ Girls')   | - Video Club                |
| - Computer Club     | - Baseball/Softball        | - Latin Percussion Club     |
| - Art Club          | - Girls' Volleyball        | - Swimming Club             |
| - Chess Club        | - Running and Fitness Club | - Student Council           |
| - Modern Dance Club | - Fishing Club             |                             |

Frequent student field lessons also play an important role in our curriculum. Exposure to the city's cultural events and experiences outside of the neighborhood is equally as important as the education our students receive in the classroom. Students attend, on average, one field trip a month to places such as the museum district or Houston's Wortham Center and Alley Theater. In addition, our students have the opportunity to qualify, through good grades and attendance, to participate in a spring trip at the end of the year. Our spring trip serves as one of the culminating activities at the end of each year to reward our students for their hard work and dedication. Each grade level at YES College Preparatory School participates in one of the following field lessons:

- **5<sup>th</sup> grade students** begin learning about the wilderness through a one-week camping adventure at Camp Allen. Student learn how to pitch a tent, cook a meal, and survive in the great "outdoors."
- **6<sup>th</sup> grade students** participate in a four-day trip to Texas colleges and universities in Houston, San Antonio, College Station, and Austin.
- **7<sup>th</sup> grade students** end their study of Texas History with visits to San Antonio, Austin, and west Texas. The students will then journey to New Mexico for four days to review their Earth Science curriculum at White Sands National Park and Carlsbad Caverns.
- **8<sup>th</sup> grade students** finish their study of American history with a five-day trip to Washington, DC, where they meet their congressional representative, tour historical landmarks and museums, and visit Georgetown and George Washington niversities.

- **9<sup>th</sup> grade students** will visit colleges and universities in the Midwest. Students will talk to professors and admissions officers at the DePaul University, Northwestern University, Oberlin College, the University of Illinois and the University of Notre Dame.
- **10<sup>th</sup> grade students** take a northeast city and college tour focusing on Boston and New York City. Students receive an extensive review of American history in order to prepare them for their visits. During this trip, students visit Harvard University, Massachusetts Institute of Technology, Columbia University and New York University.
- **11<sup>th</sup> grade students** will take a west coast city and college tour focusing on San Diego, Los Angeles and the Bay Area. Students will talk to professors and admissions officers at various colleges and universities including San Diego State University, University of California-Los Angeles, Stanford University, and University of California-Berkeley.

The community service projects in which our students participate add to the civic-minded spirit that we want each of our students to value. YES College Prep students participate in a number of community service projects prior to their graduation. The difference between our projects and those at other campuses is the manner in which we integrate community service into our existing curriculum rather than making it an "add-on" that students have to complete in order to receive a diploma. The service-learning program adopted by the faculty and parents has afforded students with opportunities to impact our East End community in a number of ways. These include:

- creating Second Ward's first neighborhood recycling program;
- forming a Reading Buddies program in which middle school students mentor kindergarten, first, and second grade students as they learn to read;
- creating kindergarten and first grade bilingual children's books to offset the shortage in the Rusk Elementary school library; and
- writing, designing, and distributing a health booklet prepared with medical students from Baylor College of Medicine to educate neighborhood residents on various health issues that affect neighborhood residents.

We believe these "fringe benefits" that accompany our classroom instruction convey valuable lessons and skills to our students while providing them the cultural background to compete socially in a university and global setting.

#### **Teacher-Student Relationships**

The motivating force behind our students' desire to learn the content of our academic curriculum and participate in clubs and sports is the strength of the relationships forged between YES College Prep students and staff. It is not uncommon to find students at YES working in study groups until 8:00 p.m. with teachers the night before an Achievement Test, or to find students and teachers arranging tutorial sessions on Sunday afternoon at the school. Teachers at YES College Prep often serve as surrogate parents, giving students rides home, taking groups to cultural events around the city on weekends, or helping students work through individual problems that may exist outside of the classroom. Once a student enrolls at YES, (s)he not only becomes a student in the school, but more importantly, (s)he becomes a member of the YES family. Every staff member understands that we must assist our students in dealing with the issues they face outside of the school if we are to experience success inside our classrooms. The

students understand that teachers at YES College Prep truly care about providing them with every opportunity possible, and that the adults go out of their way to ensure every student succeeds. This degree of commitment creates a level of trust between students and staff that is valued by every member of the YES family. The strong sense of community that exists on the YES College Prep campus is core to our success. There is no question it contributes to the larger mission of the school by facilitating the teamwork necessary for our students to reach their goals.

### **Teacher Recruitment**

A factor crucial to our success has been our ability to identify, recruit, and select a group of intelligent, passionate, and committed individuals to fill our instructional staff positions. Many of the staff are alumni of Teach For America, the national teaching corps. Teach For America recruits, selects, and trains recent college graduates from the country's prestigious universities and places them in under-resourced urban and rural school districts. Currently, the YES College Prep school director and 13 of the 24 YES College Prep instructors entered the teaching profession through Teach For America.

In addition to Teach For America, YES College Prep recruits master teachers from local school districts, recent graduates from Rice University and undergraduate education schools at Trinity University and University of Texas at Austin. As we recruit, we seek individuals who possess mastery over their specific content area and subject matter versus individuals who have been trained with an emphasis in educational methodology. Regardless of where potential teachers might be recruited, all staff members must complete the same selection process. This includes:

- scheduling each applicant for an observation day on the YES College Prep campus;
- scheduling a forty-five minute observation at the applicant's school (if possible) in which the School Director and Assistant Director observe the applicant in his/her classroom;
- scheduling a teaching session at YES in which the applicant instructs a group of YES students for forty-five minutes.

Throughout the process, every stakeholder in the school – students, parents, instructional staff, and administration – is involved in the hiring process. As a result, new staff members see firsthand the school's commitment to teamwork, and the seriousness with which we approach hiring new additions to the YES family. The success of our recruiting process is reflected by the low staff turnover at our school. This year (1999-2000), we have retained approximately 86% of our instructional and non-instructional staff members from the 1998-1999 school year. More importantly, we are confident that we are hiring quality individuals to work with our students.



2. Please the see the YES College Preparatory School Scope and Sequence and Curriculum Model included at the end of this section.
3. The following table outlines the YES College Preparatory School recommended high school course schedule and requirements for graduation.

	9 <sup>th</sup> Grade	10 <sup>th</sup> Grade	11 <sup>th</sup> Grade	12 <sup>th</sup> Grade	YES College Prep Recommended Program	YES College Prep Minimum Graduation Requirements	Texas Minimum State Graduation Requirements
English	English I	English II	AP American Literature (Language and Composition)	AP World Literature (Literature and Composition)	4.0	4.0	4.0
Social Studies / Economics	World History (Part I)	World History (Part II)	AP United States History	AP Government / Economics	3.5 / .5	2.5 / .5	2.5 / .5
Mathematics	Geometry *Algebra I will be completed in 8 <sup>th</sup> grade	Algebra II	Pre-Calculus	AP Calculus	4.0	3.0	3.0
Science	Biology	Chemistry	AP Biology or AP Chemistry or Physics	AP Physics	3.0	3.0	2.0
Foreign Language	Spanish II *Spanish I will be completed in 8 <sup>th</sup> grade	Spanish III	AP Spanish		4.0	3.0	0.0
Academic Elective	*This minimum state requirement is satisfied by our minimum 3.0 credit requirement in Science				*See note at left	*See note at left	1.0
Speech				Speech and Debate *(integrated with an ethics class)	.5	.5	.5
Physical Education / Health	Foundations of Personal Fitness	*One credit of P.E. will be completed in 8 <sup>th</sup> grade	*Health will be completed in 8 <sup>th</sup> grade		1.5 / .5	1.5 / .5	1.5 / .5
Technology Applications			Computer Science, Computer Applications		1.0	1.0	1.0
Fine Arts		Art I			1.0	1.0	0.0
Electives *suggested year for completion	Practical Writing, Dance	Music	Driver's Education, Film, Yearbook	Psychology, Theater, Film, Yearbook	1.5 *See note at right	1.5 *See note at right	5.5 *4.0 credits of these required electives are satisfied by our minimum requirements in Foreign Language and Fine Arts
				<b>Total Credits Required</b>	<b>25.0</b>	<b>22.0</b>	<b>22.0</b>

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B. **Instructional Methods.** Direct instruction will form the backbone of the instructional approaches used at YES College Preparatory School, but teachers will be free to employ a number of instructional methods in order to deliver the curriculum. Whole-class instruction is an interactive method of teaching characterized by a great deal of interchange between students and teacher. An overwhelming concurrence of reports from process-outcome studies shows that a predominant use of whole-class instruction constitutes the fairest and most effective organization of schooling. Students at YES College Preparatory School are expected to be attentive students who are engaged in the learning process; they are also encouraged to be independent thinkers and astute problem solvers. To foster these skills teachers balance direct instruction with consistent opportunities for hands-on learning and projects that have real-world application. Students frequently have the chance to lead classroom discussions or to work with peers to complete enrichment assignments that extend the instructional objectives of a particular lesson or unit. In addition to whole-class instruction, other instructional methods include:

1. cooperative learning;
2. individual coaching;
3. hands-on learning;
4. project-based learning;
5. discovery learning;
6. whole-language instruction;
7. educational field lessons; and
8. peer tutoring.

C. **Professional Development Opportunities:** Instructional staff members are required to complete a minimum of 40 hours of professional development per year. This 40 hours may include staff in-services provided by the school. YES College Preparatory School encourages instructional staff to take advantage of a wide variety of development opportunities that will help the staff better support the mission of the school: college matriculation and success for all students.

The goal of all professional development for instructional staff members is to help each teacher prepare more interesting and challenging lessons, projects, and units. This helps ensure that students at every grade level are able to compete with their peers in suburban and private schools, and that when they move from YES College Prep to college, they are able to successfully handle the academic rigors of collegiate-level work.

Under the guidance of the Assistant Director, instructors will be able to take advantage of the following professional development opportunities:

- Local one-day and multi-day workshops provided by Region IV Education Service Center;
- Summer week-long Advanced Placement Institutes (primarily high school teachers);
- One day Advanced Placement workshops throughout the school year;

- Core knowledge conferences (primarily middle school);
- Full or half-day visits to local and out-of-town schools, both public and private, to observe other academically rigorous college preparatory programs and meet with instructors there to gain new teaching strategies and ideas for lessons and units;
- Conferences offered by state and national organizations such as the National Council of Teachers of English (NCTE), the Texas Council of Teachers of English (TCTE), and the National Council of Teachers of Math (NCTM);
- Other conferences as dictated by need and availability in such areas as technology, direct instruction in content area, or motivational and organizational strategies.

**D. Admissions Policy.**

1. YES College Preparatory School has operated since September of 1998 as an open-enrollment campus. We completely understand that it is illegal to discriminate in any manner on the basis of sex, national origin, ethnicity, religion, disability, academic or athletic ability. YES College Preparatory School holds an Open House session in which interested families can visit the school, meet students and teachers, and ask questions about our academic program. Interested families are invited to attend one of the three interview sessions held at the campus. During the interview, prospective students and parents meet with two staff members and a YES College Prep student to discuss the YES College Prep program and to ensure that prospective students understand the intense academic experience that exemplifies an education at YES College Prep. Families who remain interested in the program after the interview fill out a general information sheet and their name goes into the admission pool. After the third interview session, all the admission pool names are put together and randomly selected. Once the spaces are filled, the students whose names were not drawn are placed in the "waiting pool". Home visits are conducted for each selected student. During the home visits, YES College Prep staff members explain the mandatory summer session, answer any questions, and secure student and parent signatures on the *YES Commitment to Excellence Contract (see Attachments for a copy)*. In the event a family declines its admission slot, a name is randomly selected from the "waiting pool" until all admission slots are filled.

2. The timeline for admitting students is as follows:

<b>Date</b>	<b>Admission Activity</b>
February 10, 2000	Parent/Student Open House
February 26, 2000	Interview Session 1
March 4, 2000	Interview Session 2
March 25, 2000	Interview Session 3
April 1, 2000	Admission Lottery
April and May, 2000	Home Visits
June 14, 2000	Summer Session Begins

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3. These policies are consistent with our mission of fostering an environment based on democratic principles. By giving every student an equal opportunity to attend YES regardless of their level of ability upon entrance, we are ensuring that some of Houston's neediest children experience the joy and benefits of a first-class education.
- E. **Special Education.** 5% of the current YES College Prep student population qualifies for Special Education services. Everyone within the YES community understands the importance of developing Individualized Educational Plans (IEP) and making modifications in order to maximize student success in the classroom.
1. YES College Preparatory School implements the following policies and practices to seek out, identify, locate, and evaluate children with disabilities:
    - a. Discuss student progress at monthly grade-level meetings.
    - b. Use nine-week grades as a reference check to evaluate student academic progress.
    - c. Solicit referrals from instructional staff members at the conclusion of the first grading period.
    - d. Conduct evaluations of students suspected of requiring some special education assistance (*we contract with McGary & Associates for all of our special education services*).
  2. YES College Preparatory School staff-member makes conscious efforts to protect the confidentiality of all special education students. Special education folders are kept in a locked filing cabinet and all YES staff members who need to see a student's folders must sign a roster sheet.
  3. YES College Preparatory School makes every effort to ensure that both students and parents understand their rights (i.e. right to five-day notice of Admission, Review, and Dismissal (ARD) meetings, right to participate in the development of all elements of the IEP, right to due-process, etc.) All safeguards will be outlined in a readable, "user-friendly" pamphlet distributed at every review or annual ARD meeting. Special education pamphlets will be provided in both English and Spanish.
  4. Parents of students with disabilities will be given a minimum of a seven (7) working-day notice of all ARD meetings. Notices will be given in the parent's dominant mode of communication, unless a request is made for forms to be provided in another language. All ARD notices will be sent in writing with the registrar following up each notice with a phone call. YES College Prep will also provide the following services if necessary:

- Providing transportation to and from school;
  - Scheduling ARD meetings after normal business hours; and
  - Assisting with the care of younger children in the family during the ARD meeting.
5. The staff at YES College Preparatory School firmly believes that large numbers of students in the special education program are mislabeled due to a lack of proficiency in English. In order to ensure that problems are accurately diagnosed, all special education evaluations are conducted in the student's native language. McGary & Associates handles all of YES College Preparatory School's special education evaluations. Instructional staff members are closely involved with McGary & Associates during the course of the evaluation process.
6. YES College Preparatory School utilizes a team approach when developing a special education student's Individualized Education Plan (IEP). The team of individuals involved in the development of the IEP includes the special education staff member from McGary & Associates, all regular education instructors, the student, and the student's parents. Each IEP will include the following components:
- a. the student's current level of performance;
  - b. the student's annual goals;
  - c. the schedule of services the child will receive;
  - d. the Least Restrictive Environment Consideration; and
  - e. the general curriculum.
7. YES College Preparatory School is dedicated to providing a rigorous academic program that will prepare each of our students for matriculation and success in a four-year college or university. Our mission applies to the entire student population. Consistent with this philosophy is ensuring that all special education students are "mainstreamed" into the regular academic program with the necessary support to achieve realistic levels of achievement. Whenever possible, we believe that mainstreaming students in regular education classes is ideal, and the certified special education staff members from McGary & Associates will work with classroom teachers to ensure that IEP's are followed and that students receive the necessary modifications.

A unique and important component of the YES College Preparatory School academic program is the study-skills classes that meet twice per week for forty-five minutes. During study skills, students learn organizational and study-skills

strategies that are applicable to the core academic classes. We have found that these courses tremendously benefit the special education students and provide them with an organizational framework that leads them down a pathway of increased academic achievement.

8. Transition planning is implemented through the team approach described throughout this section.
  9. All special education personnel working with YES College Preparatory School students will hold the degrees and certificates necessary to comply with all Texas Education Agency laws and regulations regarding special education.
  10. Personal responsibility and the importance of teamwork are the values inherent to the student code of conduct. An important component of the success we have achieved has been our ability to develop the spirit of community within the students and staff. As a result, we have experienced only one incident in our year and a half of operation requiring us to expel a student from the school. In the event this situation occurs with a special education student, we will refer the student to the Ripley House Educational Center. Ripley House is a community-based organization offering a number of state-accredited educational and health services to Second Ward residents.
- F. YES College Preparatory School qualifies for school-wide Title I-Part A and Part C, Title II, Title IV, and Title VI. We address our students needs through extended day instruction, mandatory summer sessions, mandatory Saturday classes, and low teacher to student ratios. Please see the cover pages for the Title I Part A and Part C, Title II, Title IV, and Title VI applications approved for the 1999-2000 academic year included at the end of this section.
- G. YES College Preparatory meets the needs of Bilingual/English as a Second Language (ESL) students through an extended-block of English in the middle school grades (1½ hours each day) and individual tutoring for students making a slower transition into English. While all of the academic classes at YES are taught in English, every student at YES takes 45 minutes of Spanish instruction daily. Students are placed in the Spanish classes according to ability and are grouped in native and non-native classes. This instruction in Spanish supplements the transition into English because Bilingual/ESL students become truly fluent in their native tongue.
- H. YES College Preparatory School addresses students "at risk of dropping out of school" through its extended-day, extended-year program that requires students at YES to spend an additional 65% more time in school than students in traditional public schools. All YES instructional staff members carry cellular phones and give those numbers to students to ensure every student here at YES has 24-hour access to their teachers in case of emergencies or questions about assignments. The following table outlines the typical day at YES College Preparatory School.

## YES College Preparatory School Academic Day At-A-Glance

### 7:00 AM – 7:30 AM

Students arrive for breakfast and enter their classrooms.

### 7:30 AM – 7:45 AM

Homeroom. Students get prepared for the day and instructors use this time for any special announcements.

### 7:45 AM – 4:00 PM

Core Academic Subjects. Students spend this time working on the core academic subjects of English, math, social studies, science and foreign language. Students engage in the study of Math and English for a one and a half (1 ½) hours in the middle school in order to ensure they have the necessary content and skills for success in our rigorous college preparatory program at the high school level. All other middle school classes meet for forty-five (45) minutes. All English classes and any AP classes in other core academic areas at the high school level also meet for an hour and a half (1 ½). YES College Prep students also have forty-five (45) minutes each for lunch and an elective course besides Spanish.

### 4:00 PM – 5:00 PM

Extracurricular Clubs/Athletics/Novels. Middle school students attend school an additional two hours each day compared to students at the local middle school. The final hour of their school day is spent in extracurricular clubs or athletics (7<sup>th</sup> –10<sup>th</sup> grade). These types of activities include student government, literary magazine, latin percussion club, etc. Students who participate on athletic teams use this time for practice and games. The final hour of the day for 5<sup>th</sup> and 6<sup>th</sup> grade students is spent reading novels. The YES College Preparatory School teachers have created a reading list at each grade level of twelve to fifteen books. 5<sup>th</sup> and 6<sup>th</sup> grade classes teachers will be required to read at least ten of these titles during the course of the school year.

The combination of extended time on task, enrichment activities, field lessons, and full teacher accessibility make YES College Prep an excellent model for educating "at-risk" students.

- I. Students at YES College Prep are required to participate in an extracurricular club or sport four times a week. The student population is mixed during club time, and many of the YES College Preparatory School staff members sponsor after-school clubs and/or sports. This structure allows staff and students to work together with people they may not otherwise meet, contributing to the strong sense of community that embodies our campus. Clubs and sports offered at the school include:

- |                    |                          |                             |
|--------------------|--------------------------|-----------------------------|
| - Guitar Club      | - Hip Hop Dance Club     | - Basketball (Boys'/Girls') |
| - Photography Club | - Soccer (Boys'/ Girls') | - Video Club                |
| - Computer Club    | - Baseball/Softball      | - Latin Percussion Club     |
| - Art Club         | - Girls' Volleyball      | - Swimming Club             |



- Chess Club
- Running and Fitness Club
- Student Council
- Modern Dance Club
- Fishing Club

Frequent student field lessons also play an important role in our curriculum. Exposure to the city's cultural events and experiences outside of the neighborhood is equally as important as the education our students receive in the classroom. Students attend, on average, one field trip a month to places such as the museum district or Houston's Wortham Center and Alley Theater. In addition, our students have the opportunity to qualify, through good grades and attendance, to participate in a spring trip at the end of the year. Our spring trip serves as one of the culminating activities at the end of each year to reward our students for their hard work and dedication. Each grade level at YES College Preparatory School participates in one of the following field lessons:

- **5<sup>th</sup> grade students** begin learning about the wilderness through a one-week camping adventure at Camp Allen. Student learn how to pitch a tent, cook a meal, and survive in the great "outdoors."
- **6<sup>th</sup> grade students** participate in a four-day trip to Texas colleges and universities in Houston, San Antonio, College Station, and Austin.
- **7<sup>th</sup> grade students** end their study of Texas History with visits to San Antonio, Austin, and west Texas. The students will then journey to New Mexico for four days to review their Earth Science curriculum at White Sands National Park and Carlsbad Caverns.
- **8<sup>th</sup> grade students** finish their study of American history with a five-day trip to Washington, DC, where they meet their congressional representative, tour historical landmarks and museums, and visit Georgetown and George Washington niversities.
- **9<sup>th</sup> grade students** will visit colleges and universities in the Midwest. Students will talk to professors and admissions officers at the DePaul University, Northwestern University, Oberlin College, the University of Illinois and the University of Notre Dame.
- **10<sup>th</sup> grade students** take a northeast city and college tour focusing on Boston and New York City. Students receive an extensive review of American history in order to prepare them for their visits. During this trip, students visit Harvard University, Massachusetts Institute of Technology, Columbia University and New York University.
- **11<sup>th</sup> grade students** will take a west coast city and college tour focusing on San Diego, Los Angeles and the Bay Area. Students will talk to professors and admissions officers at various colleges and universities including San Diego State University, University of California-Los Angeles, Stanford University, and University of California-Berkeley.

The community service projects in which our students participate add to the civic-minded spirit that we want each of our students to value. YES College Prep students participate in a number of community service projects prior to their graduation. The difference between our projects and those at other campuses is the manner in which we integrate community service into our existing curriculum rather than making it an "add-on" that students have to complete in order to receive a diploma. The service learning program adopted by the faculty and parents has afforded students with opportunities to impact our East End community in a number of ways. These include:

- creating Second Ward's first neighborhood recycling program;
- forming a Reading Buddies program in which middle school students mentor kindergarten, first, and second grade students as they learn to read;
- creating kindergarten and first grade bilingual children's books to offset the shortage in the Rusk Elementary school library; and

- writing, designing, and distributing a health booklet prepared with medical students from Baylor College of Medicine to educate neighborhood residents on various health issues that affect neighborhood residents.

We believe these "fringe benefits" that accompany our classroom instruction convey valuable lessons and skills to our students while providing them the cultural background to compete socially in a university and global setting.

#### J. **Nine-week Achievement Tests**

In addition to TAAS and end-of-course exams, we administer nine-week achievement tests beginning in fifth grade and continuing in every subject at every grade level thereafter, culminating in a comprehensive final exam at the end of the year. These tests represent an important component of both student grades and teacher evaluations. Students are expected to pass all achievement tests in order to gain promotion to the next grade level. Teachers whose students consistently fail to pass nine-week achievement tests will be ineligible to receive stipends and will be placed on a corrective action plan. Subsequent teacher failure will result in dismissal. The school will hold itself and its teachers accountable for student achievement tests. The school will collect test data, and copies of the tests and results will be forwarded to the Texas Education Agency, the State Board of Education (SBOE), and all media service providers in metropolitan Houston when each round of tests have been completed. The timeline for reporting these test results is detailed in Table 9 of this application.

#### **Stanford 9 Test**

YES College Preparatory School also administers the Stanford 9, a national norm-referenced standardized test, during each summer session. Stanford 9 results after our first year of operation are included in the Attachments section of this application.

#### **Final Eighth Grade Project: The Research Paper**

Students will research and write on a topic of special interest previously covered. The purpose of this assignment is twofold: (1) it will provide the student with an opportunity to further explore a topic of personal interest, and (2) it will provide the student the opportunity to demonstrate proficiency in researching, writing, analyzing, and presenting complex information. Once students have decided on a particular topic, the content of the paper will include the following sections:

Part I. The question of evidence, or "How do we know what we know?"

Part II. The question of viewpoint in all its multiplicity, or "Who are the players?"

Part III. The search for connections and patterns, or "What causes what?"

Part IV. The idea of supposition, or "How might things have been different?" and finally,

Part V. The question why any of it matters, or "Who cares?"

### **The Defense**

Students will present the key concepts of each section of the research paper to a jury of community members. Jurors will include staff members' friends and family, Trustees, colleagues from other schools, parents, and representatives from various education organizations. The school will write an open letter to *The Houston Chronicle* seeking any prospective jurors from the at-large Houston community. Students will be required to present to the jury for approximately twenty-five minutes. Jurors will ask questions and rate each student on a set of predetermined measurable criteria. Successful completion of this assignment will be required for entrance into high school.

YES College Preparatory School will continue to utilize its existing assessment tools, as well as implementing new assessments when appropriate. Because our students and staff subscribe to a *Whatever It Takes* mentality, we firmly believe that frequent and varied assessment strategies are a key element in ensuring that our students reach the school's ultimate goal – every students' acceptance and matriculation to a four-year college or university. This is the ultimate assessment tool as it will indicate whether or not the school is reaching its academic mission. We believe our students are on the right path and will continue on this successful journey.

One of our biggest strengths is our ability to critically reflect on student progress and use objective measurement tools to determine the adjustments we will make in order to relentlessly pursue perfection.

**YES College Preparatory School Club List  
Spring Semester  
2000**

Please read the following clubs and its description to your homeroom and have each student choose three clubs on the attached piece of paper. Please put the club choices in my box as soon as possible. I will give each homeroom teacher a class list of names, the name of the club that the student belongs in, and the location of where the club will be held. I will also put this list in the cafeteria. Thank you for your help.

**Latin Percussion Club and Drum Line- Mr. Castagnoli**

**WE ROCK!**

In addition to our regularly scheduled program (singing, dancing, etc.), we will actually be making our instruments this semester.

**BAILA!**

**Art Club- Mark Piñon**

Paint your very own portrait on canvas or paint your grandmothers and proudly hang it on the wall. You don't need to know how to draw to take the class. Just bring your imagination and let's have fun.

**Enchanted Storm- Ms. Diskin**

Attention all those with imaginative and opinionated minds!! Thanks to the hard work and talent of YES students, our first issue of our literary magazine was an overwhelming success. If you like writing, reading, and discussing poems and stories, judging artwork and photos, or simply working with friends to put together a great magazine, come join the staff of Enchanted Storm. In addition to the above activities, all staff members will go on staff writing retreat where we'll visit the Menil Museum and have lunch at a new Houston restaurant.

**Martial Arts Club- Dr. Martin Bregman**

Dr. Bregman is a 7<sup>th</sup> degree blackbelt in judo. He is a national champion and one of the best referees in the world. He has refereed world championships and he has been selected to be a referee in Sydney, Australia at the 2000 Olympic Games. He has come aboard the YES team to develop a martial arts program at YES. Take this opportunity to gain confidence and learn self-defense through judo. A person with this much talent doesn't come along very often. Come on and let's throw around. This club is open to everyone!

**Aerobics- Ms. Chicas**

Jump on the fitness train with Ms. Chicas! Burn off those calories to popular Spanish and American hits!

**Soccer- Mr. Barbic**

Soccer spots are currently available for boys and girls! Boys and girls that are currently in soccer still need to sign up on the club list.

**Baseball- Mr. Bernal**

Are you ready to hit the base pads? Baseball try-outs for middle school boys, grades 6-8, will be held next week (January 19<sup>th</sup>). Check with Mr. Bernal for more information. Any high school boys interested in baseball need to see Mr. Bernal. If there is enough interest in high school baseball, YES will carry a team.

**Softball- Ms. Navarro/ Ms. Winstead (MS) and Ms. Pagani/ Mrs. Jimenez (HS)**

It's not just the boys who are ready to pick up a bat! Girls softball for both middle and high school girls will begin next week (January 19<sup>th</sup>). See Ms. Pagani for more information. Let's play ball!

**French Club- Ms. Hourie**

Comment-t-allez vous? Tu ne sais pas? Well then you should join the French Club. Learn to speak the language of love. This beautiful language is spoken in many countries around the world. Don't miss out on this exciting chance to become tri-lingual!!

**Guitar Club- Mr. Figueroa**

You've seen the performances! Classical guitar lessons are available everyday in school! Don't miss this great opportunity to excel among the rest.

**Dance Club- Ms. Castillo**

Hip hop, Modern, and Street Jazz is what you will learn in Dance Club. Not only will you learn these dance techniques, but we will also get into some basic gymnastic moves. Then, after all is said and done, together we will choreograph some cool dance routines.

**Movie Appreciation Club- Ms. Teel**

have you ever dreamed of being involved in the movie industry? Do you enjoy watching good movies and talking about them with your friends? If the answer to any of these is yes then MAC is for you. You will be often asked to watch movies, actually share your opinions, and even travel around to different theatres. You're the critic!

**Computer Club- Mr. Reyna**

Mr. Reyna knows his stuff! He did a great job last semester and he's back! Find what you're looking for on the net. If you need help with any computer related issues join the computer club. Believe me- you need it! The club will provide the members with hands on use of computers and applications. This club will show you that computers are educational and fun.

**Photography Club- Ms. Perkins**

The work last semester that the photography students produced was nothing short of perfection! The objective of the photo workshop is to acquire a basic working knowledge of the 35mm camera and darkroom techniques including black and white film processing and printing. Great exhibit photography club of 1999!

**Chess Club- Mr. Peña**

The new chessboards are in! Spend your 4-5 time wondering how to get the best of you Opponent on the chess board. Never played? No problem! Mr. Peña just got back from beating Bobby Fisher in New York and he is more than happy to show you the fundamentals of the game!

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 Adjustments and/or annotations made on this (page) have been confirmed with \_\_\_\_\_  
 by telephone/FAX on \_\_\_\_\_  
 by \_\_\_\_\_ of TEA.

**TEXAS EDUCATION AGENCY**  
**Standard Application System (SAS)**  
**TECHNOLOGY INTEGRATION IN EDUCATION**

101-813  
 County-District No.

Year 3  
 School Year 1999 - 2000

4  
 Region

**SCHEDULE #1 General Information**

Project No. (Assigned by TEA)

<b>1. Applicant Agency:</b> (Name, Address, City, State, Zip) KIPP, Inc. Charter District 7120 Beechnut Houston, TX 77074	<b>2. Applicant Contact Person:</b> (Name, Title, Address [if different]): Laurie A. Bieber Development Director Phone (713) 541.2561 Email [REDACTED] FAX (713) 541.2046	<b>Purpose of Application:</b> <input checked="" type="checkbox"/> Application Check One: / T&L <input checked="" type="checkbox"/> Ed Prep _____ Adm _____ <input type="checkbox"/> Amendment No. _____ RFA # 701-99-001
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4. Use of the Standard Application System: This system provides a series of standard schedules to be used as formats by applicants who apply for funds administered by the Texas Education Agency. If additional clarification is needed, please call 512-463-9401.



5. Program Authority:  
 PUBLIC LAW 103-382; ELEMENTARY AND SECONDARY ACT (ESEA), TITLE III, PART A, SUBPART 2

6. Index to this Application: An X has been placed in the New Application column to indicate each schedule that must be submitted as a part of the application. The applicant must place an X in this column for each additional schedule submitted to complete the application. For amendments, the applicant must place an X in the Amendment Application column next to the schedule(s) being submitted as part of the amendment.

Sch No.	Schedule Name	New Applic.	Amend Applic.	Sch No.	Schedule Name	New Applic.	Amend Applic.
1	General Information	X	X	4	Program Abstract	X	
2	Certification for Shared Services Arrangements			4A	Program Needs Assessment	X	
				4A1	Technology Needs Assessment	X	
3	Budget Summary	X		4B	Program Description	X	
3A	Purpose of Amendment	N/A	X	4C	Program Evaluation Design	X	
	Support Schedules for:			4D	Equitable Access and Participation	X	
3B	Payroll Costs 6100	X		4E	(Other Program Schedules)		
3C	Professional and Contracted Services 6200	X		5	Private Schools	X	
3D	Supplies and Materials 6300	X		5A	(Other Supplemental Schedules Specify)		
3E	Other Operating Costs 6400	X		6A	Provisions and Assurances	X	
3F	Debt Service 6500	N/A	N/A	6B	Debarment and Suspension Certification	X	
3G	Capital Outlay 6600 (Exclusive of 6619 and 6629)	X		6C	Lobbying Certification	X	
				6D	Disclosure of Lobbying Activities	(X)	
3H	Building Purchase, Construction or Improvements 6629	N/A	N/A	6E	Special Provisions and Assurances	X	

**Certification and Incorporation**

7. I hereby certify that the information contained in this application is, to the best of my knowledge, correct and that the local education agency named above has authorized me as its representative to obligate this agency. I further certify that any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws and regulations, application guidelines and instructions, the Provisions and Assurances, Debarment and Suspension, lobbying requirements, Special Provisions and Assurances, and the schedules attached as applicable. It is understood by the applicant that this application constitutes an offer and, if accepted by Agency or renegotiated to acceptance, will form a binding agreement.

Typed Name and Title of Authorized Official Michael Feinberg, President	Telephone Number 713.541.2561	Date Signed 2/5/99	
Typed Name and Title of Authorized Business Official (Optional) Michael Feinberg	Telephone Number 713.541.2561	Date Signed 2/5/99	

By (Thursday, January 21, 1999)  
 Return 7 sets of the application with 3 original signature(s) to:  
 Texas Education Agency  
 William B. Travis Bldg.  
 Document Control Center, Room 6-108  
 1701 North Congress Avenue  
 Austin, Texas 78701-1494

Original Authorized Signatures  
 (blue ink preferred)

TEA DOCUMENT CONTROL NO.  
 (Assigned by TEA)

**TEXAS EDUCATION AGENCY  
Standard Application System (SAS)  
Student Support Programs  
School Year 1999-2000**

**APPLICATION**  
Co-Dist. No. 101-813

ESC Region No. IV

**SCHEDULE #1—General Information**

**1. Applicant Agency:**  
(Name, Address, City, State, Zip)  
KIPP, Inc. Charter  
2317 Runnels Avenue  
Houston, Texas 77003

**2. Purpose of Application:**  
 New Application  
 Amendment No. \_\_\_\_\_  
 This application supports a Consolidated LEA Plan.

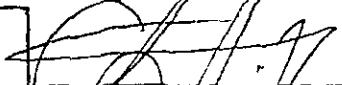
**3. Use of the Standard Application System:** This system provides a series of standard schedules to be used as formats by applicants who apply for funds administered by the Division of Student Support Programs at the Texas Education Agency. If additional clarification is needed, please contact the Division of Student Support Programs at (512) 463-9374; FAX number (512) 305-9447.

4. Program Authority:	LEA CONTACT PERSON	PHONE/FAX/TENET
Public Law 103-382 Elementary and Secondary Education Act (ESEA), as amended, Title I, Part A	Christopher Barbic	Phone: 713-227-7115  FAX #: 713-227-7258  E-mail: cbarbic@yesprep.com

**5. Index to this Application:** An X has been placed in the New Application column to indicate each schedule that must be submitted as a part of the application. The applicant must place an X in this column for each additional schedule submitted to complete the application. For amendments, the applicant must place an X in the Amendment column next to the schedule(s) being submitted as part of the amendment.

Sch No	Schedule Name	P	New Appl	Amend	Sch No	Schedule Name	P	New Appl	Amend
1	General Information	1	X	X	<b>Program Schedules</b>				
2	Certification for Shared Services Arrangements	2			4D	Equitable Access and Participation	7	X	
3	Budget Summary	3	X		5	Private Schools	8		
<b>Support Schedules</b>					5A	Facilities for Neglected or Delinquent	9		
3B	Payroll Costs 6100	4	X		5B	Attendance Area Selection	10-11	X	
3F	Debt Service 6500	5			5C	Waiver Request	12		
3G	Capital Outlay 6600 (exclusive of 6619/6629)	6			6A	Provisions and Assurances	13-15	X	
3H	Building Purchase, Construction, or Improvements 6629				6B	Debarment and Suspension Certification	16	X	
3J	Request for Transfer of Unneeded Funds				6C	Lobbying Certification	17	X	
					6D	Disclosure of Lobbying Activities	18		
					6E	Special Provisions and Assurances	19-30	X	

**6. Certification and Incorporation**  
I hereby certify that the information contained in this application is, to the best of my knowledge, correct and that the local education agency named above has authorized me as its representative to obligate this agency. I further certify that any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws and regulations, application guidelines and instructions, the Provisions and Assurances, Debarment and Suspension, lobbying requirements, Special Provisions and Assurances, and the schedules attached as applicable. It is understood by the applicant that this application constitutes an offer, and if accepted by the Agency or renegotiated to acceptance, will form a binding agreement.

Typed Name and Title of Authorized Official Christopher Barbic Vice-President	Telephone Number 713-227-7115	Date Signed 10/25/99	
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By November 1, 1999,  
Return the completed application to:  
Division of Student Support Programs  
Texas Education Agency  
1701 North Congress Avenue  
Austin, Texas 78701-1494

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**TEXAS EDUCATION AGENCY  
Standard Application System (SAS)  
Student Support Programs  
School Year 1999-2000**

APPLICATION  
Co.-Dist. No. 101-813

ESC Region No. IV

**SCHEDULE #1—General Information**

**1. Applicant Agency:**  
(Name, Address, City, State, Zip)  
  
KIPP, Inc. Charter  
2317 Runnels Avenue  
Houston, Texas 77003

**2. Purpose of Application:**  
 New Application  
 Amendment No. \_\_\_\_\_

**3. Use of the Standard Application System:** This system provides a series of standard schedules to be used as formats by applicants who apply for funds administered by the Division of Student Support Programs at the Texas Education Agency. If additional clarification is needed, please contact the Division of Student Support Programs at (512) 463-9374; FAX number (512) 305-9447.

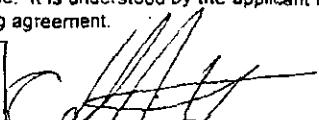
4. Program Authority:	LEA CONTACT PERSON	PHONE/FAX/E-MAIL
Public Law 105-277 Title VI—Class-Size Reduction Program	Christopher Barbic School Director	Phone: 713-227-7115  FAX #: 713-227-7258  E-mail: cbarbic@yesprep.com

**5. Index to this Application:** An X has been placed in the New Application column to indicate each schedule that must be submitted as a part of the application. The applicant must place an X in this column for each additional schedule submitted to complete the application. For amendments, the applicant must place an X in the Amendment column next to the schedule(s) being submitted as part of the amendment.

Sch No	Schedule Name	P	New Appl	Amend	Sch No	Schedule Name	P	New Appl	Amend
1	General Information	1	X	X		<b>Program Schedules</b>			
2	Certification for Shared Services Arrangements	2			4	Program Abstract	7-10	X	
3	Budget Summary	3	X		4C	Program Description	11	X	
	<b>Support Schedules</b>				4D	Equitable Access and Participation	12	X	
3B	Payroll Costs 6100	4	X		4E	Early Implementation Report	13	X	
3F	Debt Service 6500	5			6A	Provisions and Assurances	14-16	X	
3G	Capital Outlay 6600 (exclusive of 6619/6629)	6							
3H	Building Purchase, Construction, or Improvements 6629				6B	Debarment and Suspension Certification	17	X	
3J	Request for Transfer of Unneeded Funds				6C	Lobbying Certification	18	X	
					6D	Disclosure of Lobbying Activities	19		
					6E	Special Provisions and Assurances	20-22	X	

**6. Certification and Incorporation**

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Typed Name and Title of Authorized Official Christopher Barbic Vice-President	Telephone Number 713-227-7115	Date Signed 10/25/99	
---	----------------------------------	-------------------------	---

Signature of Authorized Official

By November 1, 1999,  
Return the completed application to:  
Division of Student Support Programs  
Texas Education Agency  
1701 North Congress Avenue  
Austin, Texas 78701-1494

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**TEXAS EDUCATION AGENCY  
Standard Application System (SAS)  
Student Support Programs  
School Year 1999-2000**

APPLICATION Co-Dist. No. 101-813

ESC Region No. IV

**SCHEDULE #1—General Information**

**1. Applicant Agency:**  
(Name, Address, City, State, Zip)  
KIPP, Inc. Charter  
2317 Runnels Avenue  
Houston, Texas 77003

**2. Purpose of Application:**  
 New Application  
 Amendment No. \_\_\_\_\_  
 This application supports a Consolidated LEA Plan.

**3. Use of the Standard Application System:** This system provides a series of standard schedules to be used as formats by applicants who apply for funds administered by the Division of Student Support Programs at the Texas Education Agency. If additional clarification is needed, please contact the Division of Student Support Programs at (512) 463-9374; FAX number (512) 305-9447.

4. Program Authority:	LEA CONTACT PERSON	PHONE/FAX/E-MAIL
Public Law 103-382 Elementary and Secondary Education Act (ESEA), as amended, Title VI—Innovative Education Program Strategies	Christopher Barbic Vice-President	Phone: 713-227-7115 FAX #: 713-227-7258 E-mail: cbarbic@yesprep.com

**5. Index to this Application:** An X has been placed in the New Application column to indicate each schedule that must be submitted as a part of the application. The applicant must place an X in this column for each additional schedule submitted to complete the application. For amendments, the applicant must place an X in the Amendment column next to the schedule(s) being submitted as part of the amendment.

Sch No	Schedule Name	P	New Appl	Amend	Sch No	Schedule Name	P	New Appl	Amend
1	General Information	1	X	X		<b>Program Schedules</b>			
2	Certification for Shared Services Arrangements	2			4	Program Abstract	7-8	X	
3	Budget Summary	3	X		4C	Program Description	9	X	
	<b>Support Schedules</b>				4D	Equitable Access and Participation	10	X	
3B	Payroll Costs 6100	4			5	Private Nonprofit Schools	11		
3F	Debt Service 6500	5			5A	Nonprofit Facilities for Neglected or Delinquent	12		
3G	Capital Outlay 6600 (exclusive of 6619/6629)	6							
3H	Building Purchase, Construction, or Improvements 6629				6A	Provisions and Assurances	13-15	X	
3J	Request for Transfer of Unneeded Funds				6B	Debarment and Suspension Certification	16	X	
					6C	Lobbying Certification	17	X	
					6D	Disclosure of Lobbying Activities	18		
					6E	Special Provisions and Assurances	19-21	X	

**6. Certification and Incorporation**

I hereby certify that the information contained in this application is, to the best of my knowledge, correct and that the local education agency named above has authorized me as its representative to obligate this agency. I further certify that any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws and regulations, application guidelines and instructions, the Provisions and Assurances, Debarment and Suspension, lobbying requirements, Special Provisions and Assurances, and the schedules attached as applicable. It is understood by the applicant that this application constitutes an offer, and if accepted by the Agency or renegotiated to acceptance, will form a binding agreement.

Typed Name and Title of Authorized Official	Telephone Number	Date Signed
<i>[Signature]</i>		

By November 1, 1999,  
Return the completed application to:  
Division of Student Support Programs  
Texas Education Agency  
1701 North Congress Avenue  
Austin, Texas 78701-1494

Signature of Authorized Official

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Adjustments and/or annotations made on this page have been confirmed with \_\_\_\_\_ by telephone/FAX on \_\_\_\_\_ of TEA.

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 Adjustments and/or annotations made on this (page) have been confirmed with \_\_\_\_\_  
 by telephone/FAX on \_\_\_\_\_  
 By of TEA.

**TEXAS EDUCATION AGENCY  
 Standard Application System (SAS)  
Public Charter Schools Grant  
 School Year 1999-2000**

101-813  
 County-District No.

IV  
 Region

**SCHEDULE #1—General Information**

NOGA ID/Project No. (Assigned by TEA)

<b>1. Applicant Agency:</b> (Name, Address, City, State, Zip) KIPP, Inc. 7120 Beechnut Houston, Texas 77074	<b>2. Applicant Contact Person:</b> (Name, Title, Address [if different]): Julene Mohr Development Phone ( 713 ) 541-2561 FAX ( 713 ) 541-2046 e-mail	<b>3. Purpose of Application:</b> <input checked="" type="checkbox"/> Application <input type="checkbox"/> Amendment No. _____
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**4. Use of the Standard Application System:** This system provides a series of standard schedules to be used as formats by applicants who apply for funds administered by the Texas Education Agency. If additional clarification is needed, please call 512-463-9575


**5. Program Authority:** P.L. 103-382, Title X, Part C, Public Charter Schools  
**6. Project Beginning Date** 12/16/99 **Project Ending Date** 09/30/00

**6. Index to this Application:** An X has been placed in the New Application column to indicate each schedule that must be submitted as a part of the application. The applicant must place an X in this column for each additional schedule submitted to complete the application. For amendments, the applicant must place an X in the Amendment Application column next to the schedule(s) being submitted as part of the amendment.

Sch No.	Schedule Name	New Applic.	Amend Applic.	Sch No.	Schedule Name	New Applic.	Amend Applic.
1	General Information	X	X	4A	Program Abstract	X	
3	Budget Summary	X		4B	Program Description	X	
3A	Purpose of Amendment	N/A	X	4C	Program Evaluation Design	X	
	Support Schedules for—			4D	Equitable Access and Participation	X	
3B	Payroll Costs 6100			4E	(Other Program Schedules)		
3C	Professional and Contracted Services 6200			6A	Provisions and Assurances	X	
3D	Supplies and Materials 6300			6B	Debarment and Suspension Certification	X	
3E	Other Operating Costs 6400			6E	Special Provisions and Assurances	X	
3G	Capital Outlay 6600 (Exclusive of 6619 and 6629)						

**Certification and Incorporation**

**7. I hereby certify that the information contained in this application is, to the best of my knowledge, correct and that the local education agency named above has authorized me as its representative to obligate this agency. I further certify that any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws and regulations, application guidelines and instructions, the Provisions and Assurances, Debarment and Suspension, Lobbying requirements, Special Provisions and Assurances, and the schedules attached as applicable. It is understood by the applicant that this application constitutes an offer and, if accepted by Agency or renegotiated to acceptance, will form a binding agreement.**

Typed Name and Title of Authorized Official: Michael Feinberg, President	Telephone Number (713) 541-2561	Date Signed 11/22/99	 Original Authorized Signature (blue ink preferred)
---	------------------------------------	-------------------------	--

By (Thursday, December 16, 1999)  
 Return 3 sets of the application with original signature(s) to:  
 Texas Education Agency  
 William B. Travis Bldg.  
 Document Control Center, Room 6-108  
 1701 North Congress Avenue  
 Austin, Texas 78701-1494

TEA DOCUMENT CONTROL NO.

# **YES College Preparatory School**

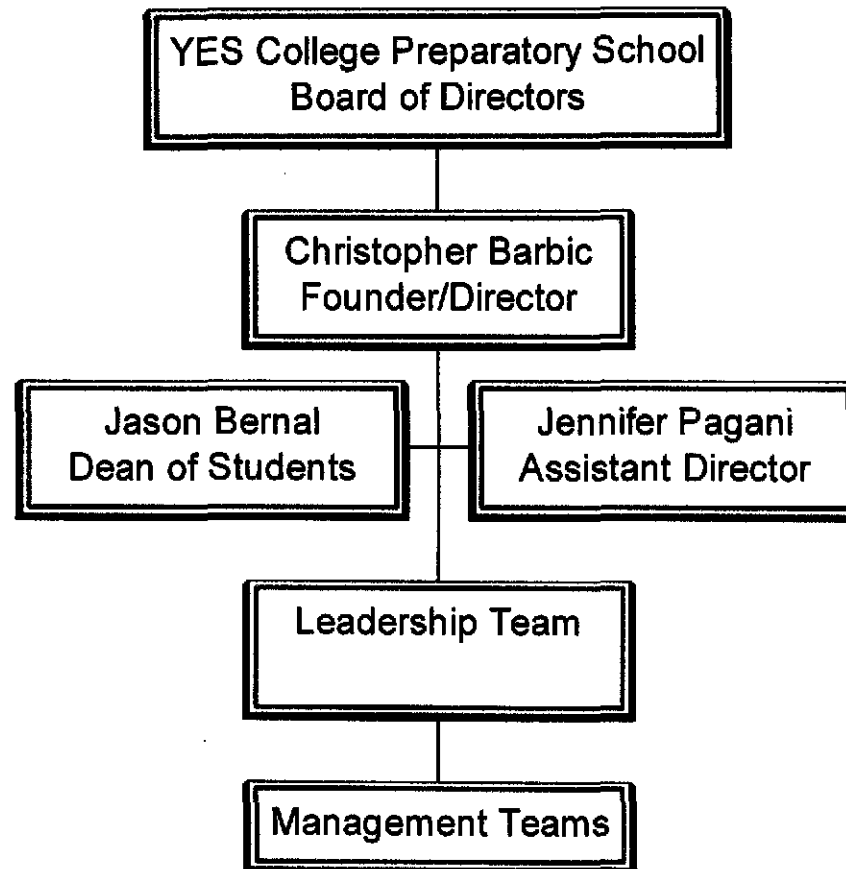
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- B. Organization Chart**
- C. By-Laws**
- D. Board Affidavits**
- E. Student Handbook**
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# YES College Preparatory School

## *Organizational Chart*



BY-LAWS OF  
YES COLLEGE PREPARATORY SCHOOL

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: Yes College  
Preparatory School


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

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

1. Full Name (Initials Not Acceptable): Samantha Barlow Martinez
2. Have you ever had your name changed? yes If yes, give reason for the change: marriage

b. Maiden Name (if female) Barlow  
c. Other names used at any time \_\_\_\_\_

3. Social Security Number\*: 

4. Date and Place of Birth: ; Houston, TX

5. Business Address: N/A  
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>9/98 - present</u>	<u>2301 Norfolk # 9</u>	<u>Houston, TX</u>	<u>77098</u>
<u>9/96 - 9/98</u>	<u>1705 Morse # 4</u>	<u>"</u>	<u>77019</u>
<u>2/96 - 9/96</u>	<u>1902 Park St.</u>	<u>"</u>	<u>"</u>
<u>3/95 - 2/96</u>	<u>(var) (various)</u>	<u>Guadalajara, Mexico (studying)</u>	
<u>8/94 - 3/95</u>	<u>?</u>	<u>Sparks, NV</u>	
<u>6/93 - 8/94</u>	<u>1803 S. 3rd St.</u>	<u>Louisville, KY</u>	

7. Education: Dates, Names, Locations and Degrees

College Brown University / Providence, RI / 9/88 - 5/93 / B.A.  
Comparative Literature  
Graduate Studies Univ. of Houston / Houston, Tx / 8/97 - present / J.D.

Others Univ. of Guadalajara / Fall 1995 / Certificate in Foreign Language Teaching / Guadalajara, Mexico

8. List Membership in Professional Societies and Associations: American Bar Association

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

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

DATES	EMPLOYER	ADDRESS	TITLE

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

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

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

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? no  
If yes, give details: \_\_\_\_\_

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

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



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

If yes, give details: \_\_\_\_\_  
\_\_\_\_\_

16. Have you ever been adjudged bankrupt? NO

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

If yes, give details: \_\_\_\_\_  
\_\_\_\_\_

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

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

Dated and signed this 12<sup>th</sup> day of January, 192000, at Houston, TX

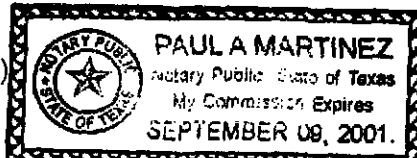
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

[Signature]  
(Signature of Affiant)

State of Texas  
County of Harris

Personally appeared before me the above named Samantha Barlow Martinez 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 19<sup>th</sup> day of January, 192000

(SEAL)  (Notary Public)  
My commission expires \_\_\_\_\_

00137

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: Yes College Preparatory School

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

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

1. Full Name (Initials Not Acceptable): Jeffrey Dale Samples

2. Have you ever had your name changed? NO If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female) —

c. Other names used at any time none

3. Social Security Number\*: [REDACTED]

4. Date and Place of Birth: [REDACTED] Marion, IL.

5. Business Address: 5615 Kirby Houston, TX 77005  
Business Telephone: 713-285-2260

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
94 - now	4224 Tennyson	Houston TX	77005
92 - 94	3709 Sunset	Houston TX	77005
90 - 92	Glen Haven	Houston TX	

7. Education: Dates, Names, Locations and Degrees

College BBA Baylor 83

Graduate Studies —

Others \_\_\_\_\_

8. List Membership in Professional Societies and Associations: none

9. Present or Proposed Position with the Proposed Charter School: \_\_\_\_\_

Board Member

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

DATES	EMPLOYER	ADDRESS	TITLE
<u>98-present</u>	<u>IBC</u>	<u>5615 Kirby</u>	<u>EVP</u>
<u>90-98</u>	<u>Compass Bank</u>	<u>24 Greenway</u>	<u>SVP</u>
<u>88-90</u>	<u>Riverway Bank</u>	<u>5 Riverway</u>	<u>VP</u>
<u>83-88</u>	<u>Interfirst Bank</u>	<u>Louisiane</u>	<u>VP</u>

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

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

12. a Have you ever been in a position which required a fidelity bond? no

If any claims were made on the bond, give details: —

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? no

If yes, give details: \_\_\_\_\_

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): none

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

00139

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 12 day of January, 2000 ~~1999~~, 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.

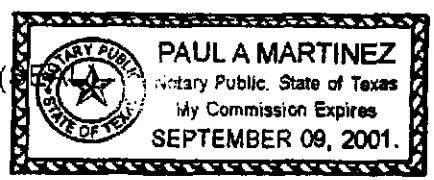
[Signature]  
(Signature of Affiant)

State of Texas  
County of Harris

Personally appeared before me the above named Jeffrey Dale Samples 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 15<sup>th</sup> day of January, 19 2000

[Signature]  
(Notary Public)  
My commission expires \_\_\_\_\_



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

Full Name of Sponsoring Entity and Name of Proposed Charter School: \_\_\_\_\_

YES COLLEGE PREPARATORY SCHOOL

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

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

1. Full Name (Initials Not Acceptable): DAVID MARSHALL TRITLER

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: 4/15/52 MINNEAPOLIS MINNESOTA

5. Business Address: 4635 Southwest Freeway, 10th Floor Houston Texas 77027  
Business Telephone: (713) 965-9999

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

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>1/1/2000</u>	<u>5314 FAYETTE</u>	<u>HOUSTON TEXAS</u>	<u>77056</u>
<u>8/1/98 - 1/1/2000</u>	<u>2521 POTOMAC</u>	<u>HOUSTON TEXAS</u>	<u>77057</u>
<u>6/1/84 - 8/1/98</u>	<u>302 LAKESIDE BLVD</u>	<u>SUGAR LAND TEXAS</u>	<u>77478</u>

7. Education: Dates, Names, Locations and Degrees

College UNIVERSITY OF TEXAS AT AUSTIN B.A - 1975  
Graduate Studies SOUTH TEXAS COLLEGE OF LAW J.D. 1979

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: YES COLLEGE PREPARATORY SCHOOL

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

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

1. Full Name (Initials Not Acceptable): Riane Waterman Webb

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

b. Maiden Name (if female) Waterman  
c. Other names used at any time \_\_\_\_\_

3. Social Security Number\*: 

4. Date and Place of Birth: Houston, Texas 11/13/39

5. Business Address: \_\_\_\_\_  
Business Telephone: \_\_\_\_\_

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

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>1970-present</u>	<u>3434 Locke Lane</u>	<u>Houston, TX</u>	<u>77027</u>

7. Education: Dates, Names, Locations and Degrees  
1958-62 College Occidental College, Los Angeles B.A.  
Graduate Studies \_\_\_\_\_

Others \_\_\_\_\_

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
-------	----------	---------	-------

SEE ATTACHMENT

11. Present employer may be contacted: Yes No (Circle One) NONE

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? NO. If so, please furnish details: \_\_\_\_\_

Dated and signed this 12 day of January, 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.

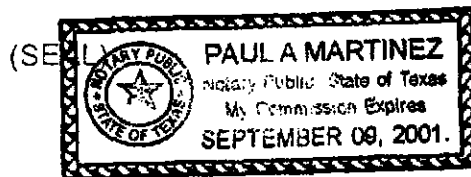
Diene W. Webb  
(Signature of Affiant)

State of Texas  
County of Harris

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

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

[Signature]  
(Notary Public)  
My commission expires \_\_\_\_\_



00144



Others \_\_\_\_\_

8. List Membership in Professional Societies and Associations: HOUSTON, TEXAS AND AMERICAN BAR ASSOCIATION; HOUSTON, DALLAS TEXAS AND AMERICAN MORTGAGE ASSOCIATIONS; TEXA LAND TITLE ASSOCIATION; HOUSTON, TEXAS AND AMERICAN MORTGAGE BROKERS ASSOCIATIONS

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

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

DATES	EMPLOYER	ADDRESS	TITLE
<u>9/76 to Present</u>	<u>SHAWK, Irthert Associates, P.C.</u>	<u></u>	<u>Attorney/Partner</u>

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

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

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

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

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): LICENSED TO PRACTICE LAW IN THE STATE OF TEXAS, IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS AND IN THE UNITED STATES COURT OF APPEALS FOR THE 5th CIRCUIT

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: N/A

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

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: N/A

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: N/A

Dated and signed this 18<sup>th</sup> day of JANUARY 2000, at HOUSTON TEXAS

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

[Signature]  
(Signature of Affiant)

State of TEXAS  
County of HARRIS

Personally appeared before me the above named David M. Trotter 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 18<sup>th</sup> day of JANUARY 2000

(SEAL)



Catey Boudreaux  
(Notary Public)  
My commission expires \_\_\_\_\_

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: YES College Preparatory School

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

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

1. Full Name (Initials Not Acceptable): CONSTANCE ANN White
2. Have you ever had your name changed? ~~NO~~ <sup>YES</sup> If yes, give reason for the change: Last name changed when married '94-'97 - Divorced in '97 - Now using maiden name, not married
  - b. Maiden Name (if female) White
  - c. Other names used at any time Loyd - when married '94-'97
3. Social Security Number: [REDACTED]
4. Date and Place of Birth: [REDACTED] ROSWELL New Mexico
5. Business Address: 13013 Northwest Freeway Houston Tx 77040  
Business Telephone: 713-939-2407

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
<u>12/96 - present</u>	<u>7007 LAWLER RIDGE</u>	<u>Houston Tx</u>	<u>77055</u>
<u>10/94 - 12/96</u>	<u>418 Pineneedle</u>	<u>Houston Tx</u>	<u>77024</u>
<u>1990 - 1994</u>	<u>POST OAK LANE</u>	<u>Houston Tx</u>	<u>77024</u>

7. Education: Dates, Names, Locations and Degrees  
College University of Arkansas, 1976-1981 BA Communications  
Graduate Studies —

Others \_\_\_\_\_

8. List Membership in Professional Societies and Associations: \_\_\_\_\_

9. Present or Proposed Position with the Proposed Charter School : \_\_\_\_\_

Trustee - Board of Directors

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

DATES	EMPLOYER	ADDRESS	TITLE
1982 - present	Spindletop Charities, Inc	Po Box 1212 Houston TX 77251	EXECUTIVE DIRECTOR
1980 - 1982	Art & Design Studio	Fayetteville AR 72701	Arct Rep

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): 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: \_\_\_\_\_  
\_\_\_\_\_

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 January, 19 2000, at \_\_\_\_\_

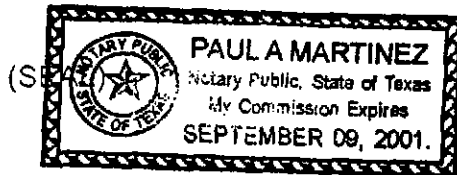
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Constance Ann White  
(Signature of Affiant)

State of Texas  
County of Harris

Personally appeared before me the above named Constance Ann White 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 15th day of January, 19 2000



[Signature]  
(Notary Public)  
My commission expires \_\_\_\_\_

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: YES College Preparatory School

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

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


1. Full Name (Initials Not Acceptable): Richard Earl Shepherd

2. Have you ever had your name changed? No If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female) N/A

c. Other names used at any time N/A

3. Social Security Number\*: 

4. Date and Place of Birth:  Galveston, Texas

5. Business Address: 2217 Runnels Houston Tx 77003  
Business Telephone: (713) 227-7115

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
98 - Present	4606 Waring	Houston, Texas	77027
96-98	1918 Linn, Tx	Houston, Texas	77098
93-96	2646 Persh	Houston, Texas	77098
90-93	1827 Richard	Houston, Texas	77098

7. Education: Dates, Names, Locations and Degrees

College 1980-1984 Texas A&M University, College Station, TX  
BBB's in Finance and Accounting  
Graduate Studies \_\_\_\_\_

Others \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. List Membership in Professional Societies and Associations: None  
\_\_\_\_\_  
\_\_\_\_\_

9. Present or Proposed Position with the Proposed Charter School: Business Manager  
and Teacher  
\_\_\_\_\_

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

DATES	EMPLOYER	ADDRESS	TITLE
'98-Present	KIPP Inc - YES College Prep	2317 Rousey Houston, Tx 77003	Teacher / Business M
'94-'98	Houston I.S.D	3830 Richmond Ave	Teacher
'89-'93	Gulf Exploration Consultants Inc.	13810 Chesapeake Forest Drive Houston, Tx	Financial C
'84-'89	Arthur Andersen & Co	711 Louisiana, Houston, Texas	Auditor

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

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

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

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

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): Texas Provisional Teaching Certificate (K-12, General Business, Economics), 1995 Issued by Texas Education Agency  
Certificate for Public Accountant, Texas Board of Public Accountancy 89-91 (Also on record)

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: \_\_\_\_\_

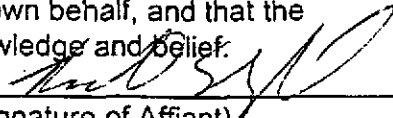
16. Have you ever been adjudged bankrupt? No

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: \_\_\_\_\_

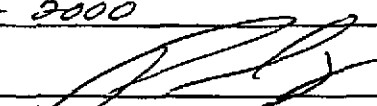
Dated and signed this 20 day of January,  
19 2000, at 2317 Runnels, Houston, Texas

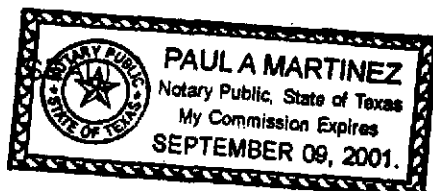
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.  
  
(Signature of Affiant)

State of Texas  
County of Harris

Personally appeared before me the above named Richard Earl Shepherd 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 20th day of January, 19 2000

  
(Notary Public)  
My commission expires \_\_\_\_\_



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


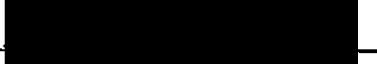
Full Name of Sponsoring Entity and Name of Proposed Charter School: YES COLLEGE PREPARATORY SCHOOL

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

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

1. Full Name (Initials Not Acceptable): DONALD PATRICK KAMENTZ
2. Have you ever had your name changed? NO If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female) NONE  
c. Other names used at any time NONE

3. Social Security Number\*: 
4. Date and Place of Birth:  BANGKOK, THAILAND
5. Business Address: 2317 RUNNELS AVENUE HOUSTON, TX 77003  
Business Telephone: (713) 227-7115

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
08/99 - PRESENT	1201 MILFORD ST	HOUSTON, TX	77006
10/97 - 08/99	1241 MIRAMAR, #2	HOUSTON, TX	77006
03/96 - 09/97	1406 RICHMOND, #129	HOUSTON, TX	77006
08/94 - 03/96	1425 S. EROS ST, #803	ARLINGTON, VA	22202
09/90 - 8/94	VARIOUS LOCATIONS - COLLEGE DEANS GEORGE WASH. UNIV. WASHINGTON, DC 20052		
05/81 - 8/90	15260 S.W. 299 ST	LEISURE CITY, FL	33033

7. Education: Dates, Names, Locations and Degrees
- College THE GEORGE WASHINGTON UNIVERSITY SEPT. 1990 - MAY 1994  
WASHINGTON, DC B.A. IN POLITICAL SCIENCE, MINOR - INTERNATIONAL AFFAIRS  
Graduate Studies NONE

Others NONE

8. List Membership in Professional Societies and Associations: NATIONAL ASSOCIATION FOR COLLEGE ADMISSIONS COUNSELING (NACAC), TEXAS ASSOC. FOR COLLEGE ADMISSIONS COUNSELING (TACAC), OMICRON DELTA KAPPA, KAPPA KAPPA PSI HOUSTON CONCERT BAND (BOARD MEMBER)
9. Present or Proposed Position with the Proposed Charter School: DIRECTOR OF COLLEGE COUNSELING

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
09/99-PRESENT	KIPP INC. - YES COLLEGE PREP.	2317 RUNNELS AVE	DIR. OF COLLEGE COUNSELING
08/94-08/99	TEACH FOR AMERICA	315 W. 36TH ST, 6TH FL. NY, NY 10018	EXEC. DIR. - INSTITUTE OF
08/91-08/94	ADMISSIONS OFFICE - GWU	2121 I ST, N.W. WASH, DC 20052	STUD. ASST. / COORDINATOR
09/90-08/91	LAW CENTER - GWU	WASH, DC 20052	STUD. ASST.
08/91-08/91	JORDAN MARSH	CUTLER RIDGE, FL	SALES ASSOCIATE

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

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

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

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

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): NONE

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

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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 Receive A Salary For Contracted Work

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: \_\_\_\_\_

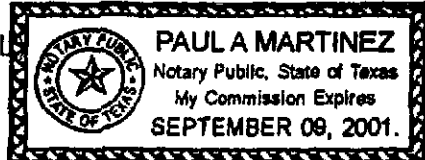
Dated and signed this 20 day of January 19 2000, at YES College Preparatory School

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.  
Donald Patrick Kamente  
(Signature of Affiant)

State of Texas  
County of Harris

Personally appeared before me the above named Donald Patrick Kamente 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 20<sup>th</sup> day of January, 19 2000

(SEAL)  (Notary Public)  
My commission expires \_\_\_\_\_

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: YES College Preparatory School

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

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

1. Full Name (Initials Not Acceptable): Jennifer Lee Pagani

2. Have you ever had your name changed? No If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female) None

c. Other names used at any time None

3. Social Security Number\*: [REDACTED]

4. Date and Place of Birth: [REDACTED] Rockville, CT.

5. Business Address: 2317 Runnels Houston, Tx 77003  
Business Telephone: (713) 227-7115

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
8/99-present	1659 Colquitt	Houston, Tx	77006
8/97 - 6/99	6061 Beverly Hill #344	Houston, Tx	77057
8/96 - 8/97	7 Crystal Rd.	Ellington, CT	06029
7/95 - 8/96	3000 Greenridge #1806	Houston, Tx	77057
7/94 - 7/95	3000 Greenridge # 806	Houston, Tx	77057
7/93 - 7/94	6061 Beverly Hill # 352	Houston, Tx	77057
8/92 - 1/93	4055 Wildcatgo	Houston, Tx	77027
7/90 - 8/92	7 Crystal Rd	Ellington, CT	06029 *

7. \* Education: Dates, Names, Locations and Degrees \* permanent address during college

College 8/88 - 1/92 University of Virginia, Charlottesville, VA  
B.A. English & Psychology  
Graduate Studies 8/96 - 4/97 Harvard University, Cambridge, MA.

M.Ed. Human Development and Psychology (specialized program in Risk & Prevention)  
Others \_\_\_\_\_

8. List Membership in Professional Societies and Associations: PSYCHI NATIONAL HONOR SOCIETY, GOLDEN KEY NATIONAL HONOR SOCIETY

9. Present or Proposed Position with the Proposed Charter School : Assistant 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
8/98 - pres	KIPP INC - YES	College Prep 2317 Runnels Houston, Tx	Assistant Director
8/97 - 7/98	Houston Ind. School Dist.	3830 Richmond Ave Houston, Tx	Teacher
8/92 - 7/96	Houston Ind. School Dist.	3830 Richmond Ave Houston, Tx	Teacher

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

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

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

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

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): TEXAS PROVISIONAL TEACHING CERTIFICATE (ENGLISH 6-12) 1993 ISSUED BY TEXAS EDUCATION AGENCY (on file at H.I.S.D.)

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 RECEIVE A SALARY FOR CONTRACTED WORK.

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 20 day of January, 2000, at YES College Preparatory School

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)

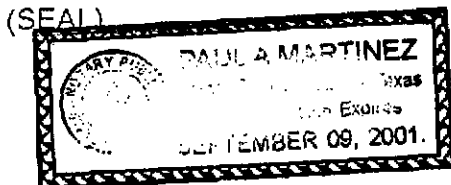
State of Texas  
County of Harris

Personally appeared before me the above named Jennifer Lee Passari 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 20<sup>th</sup> day of January, 2000

[Signature]  
(Notary Public)

My commission expires \_\_\_\_\_



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

Full Name of Sponsoring Entity and Name of Proposed Charter School: YES College  
Preparatory School

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

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


1. Full Name (Initials Not Acceptable): Christopher Jeffrey Barbic

2. Have you ever had your name changed? No If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female) \_\_\_\_\_

c. Other names used at any time \_\_\_\_\_

3. Social Security Number\*: 

4. Date and Place of Birth:  Ravenna, Ohio

5. Business Address: 2317 Runnels Avenue, Houston, TX, 77003  
Business Telephone: (713) 227-7115

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

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>Sept. 99 - current</u>	<u>1215 Bartlett #3</u>	<u>Houston, TX.</u>	<u>77006</u>
<u>August '93 - Sept. '99</u>	<u>4305 Yarbim Blvd. #1</u>	<u>Houston, TX.</u>	<u>77006</u>
<u>August '92 - August '93</u>	<u>1528 Handen's End</u>	<u>Marietta, GA.</u>	<u>30048</u>
<u>August '90 - August '92</u>	<u>student at Vanderbilt University</u>		

7. Education: Dates, Names, Locations and Degrees

College Vanderbilt University English, Human Development  
graduated in August 1992  
Graduate Studies —

Others \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. List Membership in Professional Societies and Associations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Present or Proposed Position with the Proposed Charter School : \_\_\_\_\_  
Founder and School Director  
\_\_\_\_\_

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

DATES	EMPLOYER	ADDRESS	TITLE
August '98- present	KIPP, INC. - <sup>YES, college prep</sup>	2317 Dunnel Avenue	Founder & Director
August '92- July '98	Houston ISD	3836 Richmond Ave.	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):  
Texas Provisional Teaching Certificate, Texas Education Agency, 1994  
\_\_\_\_\_

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: No  
\_\_\_\_\_  
\_\_\_\_\_



15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? 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 20 day of January,  
19 2000, at YES College Preparatory School

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 Harris

Personally appeared before me the above named Christopher Jeffrey Barbic 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 20<sup>th</sup> day of January, 19 2000



[Signature]  
(Notary Public)

My commission expires \_\_\_\_\_

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**Youth Engaged in Service  
College Preparatory School  
STUDENT HANDBOOK  
1999-2000**

August 1999

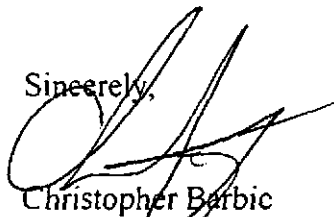
Dear Students and Parents,

Welcome and welcome back to Youth Engaged in Service (YES) College Preparatory School for the 1999-2000 school year. This handbook has been prepared to give you information about YES College Prep, to answer some questions you may have about procedures, and to enlist your support and cooperation in our effort to provide our students with an excellent academic and social environment. We ask that you take time to review the handbook. When you have done so, please sign the form that states you have read the YES Student Handbook and the Use of Computer agreement, tear them out, and return them to your homeroom teacher no later than Friday, August 27, 1999. YES instructors will also discuss this information with the students during the first week of school.

Please take special note of our "Emergency school call-off" procedure. In the event of dangerous weather conditions we will NOT be following HISD's lead. Rather, our announcement will be made on KTRH News Radio (740 AM) and KPRC Television News (Channel 2).

Through a spirit of family and school cooperation, we hope to develop young people who excel academically and behave appropriately. We hope the Student Handbook makes clear some of our specific expectations and that it be a resource to you throughout the year. We look forward to a productive and enjoyable school year.

Sincerely,



Christopher Barbic  
Founder and School Director

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## Mission Statement

Youth Engaged in Service College Preparatory School is dedicated to providing a rigorous academic program that will successfully prepare each of our students for a four-year college or university.

## Honor Code

YES College Preparatory School believes that students can take responsibility for establishing and maintaining standards for their own behavior, thus protecting personal freedom and community standards. In order to secure a greater civil freedom, individuals make a commitment to the community out of trust and mutual concern.

Honesty, integrity, trust and respect for each other is expected at YES College Preparatory School. Actions or attempted actions that run counter to these precepts are violations of the Honor Code. It is the student's responsibility in cases which seem unclear to check with the appropriate authority.

- A student's word is expected to be the complete truth; therefore, lying and forgery are violations of the Honor Code.
- A student's work is expected to be entirely his/her own, unless properly credited; therefore, plagiarism and cheating are violations of the Honor Code.
- The property of others is to be respected; therefore, stealing—no matter how minor—is a violation of the Honor Code.

Witnessing an Honor Code violation and reporting it is expected of a YES College Preparatory School student.

## **General Information**

### **School Days**

The academic day begins at 7:30a.m., concludes at 3:55 p.m., and is followed by sport and club activities until 5:00p.m., Monday through Thursday. Each Friday the students will be dismissed at 3:55p.m. Students involved with athletics may need to stay later depending on practices and games.

Students are not to stay after school unless they have teacher approval or are staying for a school sponsored activity.

### **Emergency School Call-Off**

In the event of particularly dangerous weather conditions, YES will either cancel or delay the opening of school. Such announcements will be made on KPRC Television News (Channel 2). Please note that we will not be following HISD's lead on school cancellations or delays.

### **Attendance**

On a daily basis, students must be in their homerooms by 7:35a.m. They will be marked tardy on their paychecks if they arrive after 7:35. Those who for any reason arrive after 7:40a.m. must report to the office to sign in before going to class. Otherwise, they will be marked absent, causing the school to make an unnecessary and potentially alarming telephone call home.

Being on time for school is important. Very often, the way a day begins determines a student's progress and effectiveness throughout the day.

### **Absences Because of Illness**

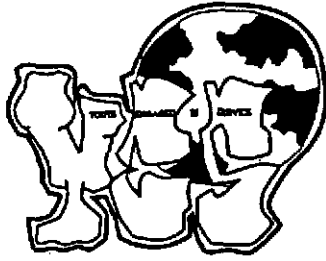
If a student is going to be absent because of illness, his/her parents should call the school the morning of the student's absence. If a student is going to be absent for a prolonged period of time, his/her parents should make arrangements with the student's teachers to receive make-up work.

Students who are absent from school for any reason other than illness are expected to bring a note explaining the absence and meet with each teacher before the absence to make arrangements for completing assignments.

Students are allowed 10 excused absences each year. Any student exceeding this may be asked to leave and may not receive full credit for his/her courses.

### **Unexcused Absences**

Any absence not covered above is considered an unexcused absence, and the student will receive a zero on any tests, quizzes, papers, or other work missed. Any student who misses a class without having signed out of school or secured the permission of the instructor in advance will be treated as having had an unexcused absence in that class. Skipping classes will be considered a serious disciplinary matter.



# Youth Engaged in Service College Preparatory School

2317 Runnels Ave.

Houston, TX 77003

Phone: (713) 227-7115/Fax: (713) 227-7258

***WHATEVER IT TAKES!***

February 25, 1999

Dear YES College Preparatory School Parent(s):

This letter is to inform you that your child,  
\_\_\_\_\_ ; has been placed on academic  
probation because (s)he has failed the following courses the first semester of the academic year:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any YES College Preparatory School student who has failed two or more courses will remain on academic probation until the end of the second semester. Your child must improve his/her academic performance the second semester or (s)he risks the possibility of being retained in the current grade. Any students who are retained in their current grade will not be allowed to return to YES College Preparatory School for the 1999-2000 academic school year. If you have any questions, please make arrangements to speak with your child's homeroom teacher.

Sincerely,

Christopher Barbic  
School Director

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## Uniforms

YES College Preparatory School encourages a tasteful life-style, with concern for ethical values, self-discipline, and the continuing individual growth of both faculty and students.

In support of this balanced life-style a uniform has been adopted for the students. The uniform promotes these goals by reducing competition between students based on the style and expense of their clothes. The uniform also encourages individual expression based on character, personality, and special talents, rather than on the superficial basis of clothing.

Uniforms must be properly worn throughout the school day and when ever on the school campus. This statement means a student must keep his/her shirt tucked in and maintain a neat clean appearance, before, during, and after school.

Reminder: Middle school girls are not allowed to wear make-up of any sort. High school girls may wear make-up, but need to maintain a neat and clean appearance. Extremes with make-up, hairstyles, or jewelry are discouraged and will be dealt with individually when necessary.

### Girls:

Shirts Middle School- green or blue YES College Preparatory shirt.  
High School- white, blue, or green YES College Preparatory shirt.

Note: YES College Preparatory shirts, sweatshirts, and jackets are sold in the office or school store.

Pants Khaki long pants  
Skirts Khaki skirts must be long enough to cover the kneecap.  
Shorts Khaki shorts must be long enough to reach the top of the kneecap.  
Grooming Pierced ears are the only acceptable form of body piercing.

### Boys:

Shirts Middle School- green or blue YES College Preparatory shirt  
High School- white, blue, or green YES College Preparatory shirt

Note: YES College Preparatory shirts, sweatshirts, and jackets are sold in the office or school store.

Pants Khaki long pants  
Shorts Khaki walking shorts  
Grooming Both middle school and high school boys must maintain a neat and clean appearance. Earrings and other forms of body piercing are not permitted at school.

High School students may substitute navy colored pants, shorts, or skirts for khaki clothing.

**Failure to comply with the following dress code will result in an office visit until appropriate clothing is brought in.**

## **P.E. Uniform**

Students in both middle and high school are required to dress out for gym class. All students have to buy YES College Preparatory School gym shorts and gym shirts prior to the beginning of the school year. Failure to dress out for gym class will result in a mark on your check and a zero for that class period.

## **Out-of-Uniform Days**

Saturdays are designated out-of-uniform days. On Saturdays, students must dress appropriately for school. The following guidelines apply for Saturdays and other out-of-uniform days:

- \* No cutoffs are allowed.
- \* Sandals other than flip-flops are allowed.
- \* Jeans may be worn as long as they are clean and neat and not torn.
- \* T-shirts are acceptable as long as their subject matter is appropriate.
- \* If a student's attire is deemed inappropriate by a school official, the student will be placed on in-school suspension until appropriate clothing can be brought to the school.



## **Discipline Policies and Procedures**

Each student is expected to behave in a manner that exemplifies honesty, loyalty, courtesy, consideration, and respect. Students will be held responsible and accountable for behavior that conveys these principles. Proper behavior is expected at all school-sponsored activities both during and after the regular school day.

YES College Preparatory school integrates a banking system into the discipline plan. Students earn salaries based on their performance each week. Each homeroom class has a checkbook, which is given to the teacher before class begins. The teacher marks infractions on the student's check if necessary. Possible infractions include: missing or incomplete homework, not being prepared for class, disrespectful behavior, off-task or disruptive behavior, chewing gum, or being tardy.

At the end of each week students will be given up to two YES dollars for each of the following categories:

- Attendance, promptness, readiness
- On task/participation
- Following directions
- Behavior outside the classroom
- Helpful and respectful teammate
- Completing homework
- Academic excellence
- Intellectual curiosity
- 100% everyday

Students will be required to write a perfect form letter in order to withdraw their YES dollars. All withdrawal letters will be addressed to the director and will require his approval for the money to be administered. Students may make withdrawals through student bankers either during lunch (middle school) or during study hall (high school). YES students may use their money to buy items at the school store. YES dollars can be used for the following items: (10 YES dollars = 1 real dollar)

- Uniform shirts, shorts, etc.
- School supplies
- Compact discs
- Cassettes
- Other items upon approval

YES teachers and administrators will follow the following discipline sequence:

- 1st Offense—teacher warning
- 2nd Offense—document infraction on student paycheck
- 3rd Offense—document infraction on student paycheck and follow up with a phone call or home visit to speak with the parents
- 4th Offense—document infraction on student paycheck and call parents or make home visit
- 5th Offense—In-School Suspension

### ***In-School Suspension***

Students will be given In-School Suspension when they reach their fifth offense in one week, or immediately for the following reasons:

- Vandalizing school property
- Using inappropriate language
- Disrespecting YES teammates or staff
- Consistently failing to complete work
- Stealing from YES teammates or staff

When a student is given in-school suspension, a letter will be sent home explaining the reasons for the action and the in-school suspension rules. The letter must be returned with a parent or guardian's signature before the student will be released from in-school suspension. No student will be placed on in-school suspension during the day without the approval of the School Director or an Assistant Principal.

Students given in-school suspension will adhere to the following rules:

- \*Student is to wear shirt inside-out
- \*Student is to receive permission to enter and leave classroom from teacher
- \*Student is to ask for permission to use the restroom
- \*Student is to stand during each class
- \*Student is not to talk to any other YES students without adult permission  
(Students who speak to in-school suspension students will automatically receive the same punishment)
- \*Student is to stand alone during lunch
- \*Student is to ride in the front seat of the bus and is not allowed to talk to fellow teammates
- \*Student is to complete an apology letter to every student in his/her homeroom by the end of the week. In addition to apologizing, the student is to explain the steps he/she will take in order to return to the group.
- \*Student forfeits privilege of going on any scheduled field trips
- \*Student forfeits privilege of attending an extracurricular activity or sport

**Failure to adhere to any of these rules will result in an extension of the punishment**

## **Illness or Injury at School**

Sick or injured students report to the school nurse. The nurse will evaluate; after evaluation if the student is too ill to remain in school the parent or guardian will be contact to pick up the ill student. Students with fever, a communicable illness, or a health problem whom the school nurse feels should be seen by a physician must be picked up immediately.

The school requires parents to provide all requested medical information, as well as the names and phone numbers of people to contact in case of emergency.

If a student must take any prescription medication during school hours, the parent or guardian must leave this medication with the school nurse so it may be administered as ordered.

If a student needs over-the-counter medication during school hours, the parent or guardian must sign the school over-the-counter permission form and bring the medication to the school nurse.

If a student is diagnosed with a contagious illness such as measles, chicken pox, hepatitis, mumps, etc., the parents or guardian is responsible to inform the school nurse immediately.

Vaccines are a **MEDICAL REQUIREMENT** for school attendance. If a student needs a vaccine a letter will be sent home to inform the parent or guardian. The parent or guardian has one week to bring a copy of the shot being given. If the parent or guardian fail to do so, the student will be suspended from school until the problem is resolved.

In order to maintain a healthy environment for you child, any student found with head lice will be isolated in the nurse's office and will be send home immediately. The student must be seen by the nurse before returning to school. Students will be not be accepted back in school until they are clear of any head lice and /or nix.



# Youth Engaged in Service College Preparatory School

2317 Runnels Ave.

Houston, TX 77003

Phone: (713) 227-7115/Fax: (713) 227-7258

**WHATEVER IT TAKES!**

## FUNDING SOURCES 1998-1999

International Bank of Commerce	\$ 1,000.00
Walton Foundation	\$ 2,500.00
Spindletop Charities, Inc.	\$ 5,000.00
AIM Foundation	\$ 10,000.00
The Powell Foundation	\$ 10,000.00
Rockwell Fund, Inc.	\$ 15,000.00
City of Houston Mayor's After School Initiative	\$ 20,000.00
McNair Foundation	\$ 20,000.00
Houston Endowment	\$ 25,000.00
North Hills Charter Grant	\$ 25,000.00
The Brown Foundation, Inc.	\$ 25,000.00
Houston Annenberg Challenge	\$ 35,000.00
Challenge Foundation	\$ 99,000.00
Gifts from Individuals	\$ 1,500.00
TOTAL raised to date	\$ 211,000.00
1998-1999 Operating Budget	\$178, 155.00
	<u>Federal Funds</u>
Start-Up Grant	\$ 17,000.00
Start-Up Year 2	\$ 15,000.00



# Youth Engaged in Service College Preparatory School

2317 Runnels Ave.

Houston, TX 77003

Phone: (713) 227-7115/Fax: (713) 227-7258

**WHATEVER IT TAKES!**

## Fiscal Year 1999-2000

### Revenue Update

January 2000

Total Budget	\$ 293,398.00
Amount Raised	\$ 147,040.00
Deficit	\$ 146,358.00
Cost per student (400)	\$ 733.50

#### Corporate & Foundation Supporters

	<u>Amount Awarded</u>
Houston Annenberg Challenge	\$ 35,000.00
Houston Endowment	\$ 25,000.00 (2 <sup>nd</sup> of 3 payments)
Cullen Foundation	\$ 16,000.00
The Tapeats Fund	\$ 15,000.00
Spindletop International Charities, Inc.	\$ 15,000.00
The Powell Foundation	\$ 10,000.00 (2 <sup>nd</sup> of 2 payments)
The Bauer Family Fund	\$ 10,000.00
Kindred Spirits Foundation	\$ 1,000.00
Hewitt & Associates	\$ 1,000.00
Chase Bank Foundation	\$ 500.00
Endowment Fund	\$ 100.00

#### Individual Gifts

Anonymous	\$ 15,000.00
[REDACTED]	\$ 1,000.00
[REDACTED]	\$ 250.00
[REDACTED]	\$ 250.00
[REDACTED]	\$ 100.00
[REDACTED]	\$ 100.00
[REDACTED]	\$ 50.00

#### Outstanding Requests

Wortham Foundation	\$ 25,000.00
Challenge Foundation	\$ 15,000.00
Gordon and Mary Cain Foundation	\$ 10,000.00
Fondren Foundation	\$ 10,000.00
The Hevrdejs Foundation (3 year)	\$ 10,000.00
The Junior League	\$ 10,000.00
Fondren Foundation	\$ 10,000.00
Halliburton	\$ 5,000.00
Hamman Foundation	\$ 5,000.00
Albert and Ethel Hertzstein Charitable Foundation	\$ 5,000.00

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*Youth Engaged in Service*  
**College Preparatory School**  
Houston, Texas

§ THE STATE OF TEXAS

§ COUNTY OF HARRIS

AT WILL CONTRACT

This contract made and entered into by and between the Board of Directors of the YES College Preparatory School, Inc., referred to herein as "School" and \_\_\_\_\_ referred to herein as "Employee".

(Employee Name)

WITNESSETH

1. **EMPLOYMENT:** That the School hereby agrees to employ said Employee to perform those duties assigned and for which Employee is qualified. Said employee agrees to accept such employment and to serve the School performing such assignments and responsibilities as assigned by the YES College Preparatory School Director. The Director's initial assignment for you as an Employee under this contract with the YES College Preparatory School is instructor.
2. **TERM:** The term of this contract shall be from August 16, 1999 through June 3, 2000. The contract is effective from the date of execution hereof. This term includes a vacation for all instructional staff as specified in the school calendar approved by the YES College Preparatory School Board of Directors. It is agreed that thereafter, Employee will not be released during the contract term unless it is found by the School to be in the School's best interest to do so. It is further agreed that the YES College Preparatory School may terminate this contract pursuant to the terms and policies adopted by the School and as they may be amended from time to time. This agreement is NOT to be construed so as to grant any right of renewal. No showing of good cause shall be necessary to non-renewal hereof. No tenure or right of continued employment is created by this contract. It is understood and agreed that no property interest, express or implied, is created in continued employment beyond the contract term, or in any specific assignment to any position, duties, or responsibilities. Employee contracts are for 180 workdays with students and 13 workdays for professional development. Employee will be notified of renewal/non-renewal of contracts by March 1 of each calendar year. Employee must notify School of resignation by March 8 of each calendar year. If Employee decides to resign after the March 8 deadline, he/she must petition the YES College Preparatory School Board of Directors.
3. **CONDITIONS:** All contracts of employment are subject to any necessary reduction of school personnel. The School may terminate this contract in the event that any necessary reduction of school may be required. This contract is further subject to available funds and subsequent salary schedules and such other adjustments in duration and rate of compensation as determined by the YES College Preparatory School Board of Directors necessary for the School to operate within its adopted budget and appropriations. It is understood and agreed by the parties to this contract that employment in a federal or state funded position is expressly conditioned upon availability of sufficient federal or state funding for the position.
4. **COMPENSATION:** The School agrees to pay Employee for services rendered pursuant to this contract as provided in salary schedules approved, adopted, and authorized by the Board of Directors applicable for or to the position to which, from time to time, the Employee is assigned. Compensation for this position is equivalent to the Houston Independent School District salary based on years of experience, education, and additional certifications plus an additional \$500.00. In addition, the School will pay Employee at a rate of \$20 per hour for instruction and enrichment time provided from 3:30 p.m. until 5:00 p.m. Monday through Thursday and from 9:30 a.m. until 1:00 p.m. on scheduled Saturdays. Applicable compensation shall be payable in equal consecutive bi-monthly installments according to the School's payroll calendar, until the termination date of this contract or unless earlier terminated by the School as herein provided. Employee is entitled to 10 total leave days with compensation. The School will adhere to the Family Medical Leave Act (FMLA) under all applicable circumstances.
5. **REASSIGNMENT:** The School reserves the right through its Director to assign and/or reassign said Employee to any school duties or position at any time during this term of this contract which the School or its Director deems proper and/or is in the best interest of the School. Employee agrees such reassignment shall not constitute a demotion, Board Policies notwithstanding.
6. **DUTIES AND RESPONSIBILITIES:** It is understood and agreed by the parties hereto that said Employee shall perform his/her assigned duties to the best of his/her skills and abilities and shall discharge the duties required by the rules and regulations of the State Board of Education, and such rules and regulations as may be determined by said School and/or its Director in effect when this contract is signed or as may hereafter be adopted during the term of this contract.

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These include but are not limited to the following:

- (a) Teaching 7:30 a.m. – 4:05 p.m. every Monday through Friday and remaining on campus until 5:00 p.m.
- (b) Teaching 9:30 a.m. – 1:00 p.m. on appropriate Saturdays;
- (c) Chaperoning local and out-of-state field lessons;
- (d) Giving out home and cellular phone numbers to students;
- (e) Conducting morning and afternoon bus and cafeteria duties;
- (f) Conducting home visits when necessary;
- (g) Attending parent meetings and conferences;
- (h) Visiting student homes during the spring semester to recruit the incoming class(es) and other vacancies;
- (i) Attending scheduled faculty meetings after school.

Failure to comply with any of these rules and regulations may be cause for immediate termination of this contract.

- 7. **PERSONNEL RECORDS:** Said Employee agrees that prior to entering upon his/her duties under this contract, he/she will file with the Director through the Business Office the following documents and credentials: birth certificate, college transcripts, and a federal criminal background check. It is understood and agreed upon by the parties hereto that no salary check will be issued until all of these required records and credentials have been turned in to the Director's office or the office of his/her designee. Any misrepresentation of these records may be grounds for dismissal.
- 8. **COMPLETION OF RECORDS:** It is further agreed that said Employee shall make full and complete reports pertaining to student records, instruction, and behavior and shall deliver all required reports properly completed to the Director or his/her designee before receiving pay for the last month of service to the School.
- 9. **COMPLIANCE:** Said Employee is responsible for creating a learning environment that will insure the success and college matriculation of all students. Acceptance of this contract acknowledges employee's diligence of all policies expressed in the YES College Preparatory School Family Contract. (see attached)
- 10. **COMMUNICATION:** Said Employee is expected to communicate to a parent/guardian of every assigned student if at any time their child's behavior is disruptive in class or if a student's academic performance is unacceptable. All communications with parent/guardian are to be documented.
- 11. **REQUIRED PROFESSIONAL DEVELOPMENT:** Based upon attendance of approved off campus workshops and/or participation in local campus workshops and/or activities, said employee will satisfy the 40 charter required professional development hours in areas of Core Knowledge, Advanced Placement classes, college matriculation, direct instruction, technology, conversational Spanish, etc.
- 12. **ADDITIONAL PROFESSIONAL DEVELOPMENT:** Said employee will be required to satisfy an acceptable proficiency level in the use of Microsoft Office and other authoring applications as determined by the School's Director.
- 13. The parties agree that this contract supersedes all prior agreements and representations concerning employment of the Employee.
- 14. This contract is conditioned on Employee providing and maintaining necessary medical records, other state-mandated credentials and other records required for the personnel files or payroll purposes. Any misrepresentation may be grounds for dismissal.

EXECUTED IN DUPLICATE THIS 22<sup>nd</sup> DAY OF July, 1999 A.D.

By: \_\_\_\_\_  
Christopher Barbic, Founder and Director

By: \_\_\_\_\_  
Employee Name

ATTEST: \_\_\_\_\_  
Richard Shepherd, Chief Financial Officer

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APPENDIX A  
 HOUSTON INDEPENDENT SCHOOL DISTRICT  
 1999-2000  
 TEACHER SALARY  
 SCHEDULE \*

Step	Experience	BACHELORS
1	0	\$32,003
2	1	\$32,870
3	2-4	\$33,296
4	5-6	\$34,018
5	7	\$34,712
6	8	\$35,532
7		\$36,041
8	9-10	\$36,963
9		\$37,881
10	11-13	\$39,198
11	14-15	\$40,514
12	16-18	\$41,830
13	19-21	\$43,148
14	22-23	\$44,465
15	24-25	\$45,780
16	26	\$47,096
17	27	\$48,413
18	28+	\$48,892

Step	Experience	MASTERS
1	0	\$33,141
2	1	\$34,042
3	2-4	\$34,468
4	5-6	\$35,190
5	7	\$35,895
6	8	\$37,154
7	9	\$37,881
8	10	\$39,198
9	11-12	\$40,514
10	13-15	\$41,830
11	16-17	\$43,148
12	18-19	\$44,465
13	20-21	\$45,780
14	22-23	\$47,096
15	24	\$48,413
16	25	\$49,729
17	26	\$51,045
18	27+	\$51,525

Step	Experience	DOCTORATE
1	0	\$34,278
2	1	\$35,214
3	2-4	\$35,639
4	5-6	\$36,394
5	7	\$37,238
6	8	\$38,491
7	9	\$39,198
8	10	\$40,514
9	11-12	\$41,830
10	13	\$43,148
11	14-15	\$44,465
12	16-17	\$45,780
13	18-19	\$47,096
14	20-21	\$48,413
15	22	\$49,729
16	23	\$51,045
17	24	\$53,678
18	25+	\$54,159

\* This matrix may be used to identify salary for 1999-2000 only and should not be interpreted to provide information on salary placement of teachers in future years.

\*\* Teachers not earning a creditable year of service will receive at least the same salary that they received for 1998-99 School Year.



## LEASE AGREEMENT

This Lease Agreement is made between The TransAmerica Group, LLC (Landlord) and YES College Preparatory School (Tenant). Landlord and Tenant have agreed to lease certain property located at 2115 Runnels, Houston, Harris County Texas, identified on attached Exhibit A (Leased Premises), comprising not more than one and one-half acres of land.

The primary term of this Lease Agreement shall be two years, commencing on July 15, 1998, and ending at 11:59 p.m. on July 14, 2000, and will be governed by the following terms, conditions and covenants:

1. **RENT** Tenant agrees to and shall pay Landlord at 2115 Runnels, Suite 1000, Houston, Texas 77003, or at such other place as Landlord shall designate in writing, as rent for the Leased Premises, the total sum of \$96,000.00, payable in equal monthly payments of \$4,000.00 per month and due on or before the fifteenth day of each month, commencing July 15, 1998, and continuing thereafter until the total sum is paid. Rent received after the fifteenth day of each month shall be deemed delinquent. If rent is not received by Landlord by the eighteenth day of each month, Tenant shall pay a late charge of \$100.00 plus a penalty of \$50.00 per day until rent is received in full. Tenant shall pay \$25.00 for each returned check. Tenant will pay the last month's rent to Landlord on or before October 1, 1998.
2. **HOLDING OVER** Tenant's failure to surrender the Leased Premises at the expiration of the primary term constitutes a holding over which will be construed as a tenancy from month-to-month at a rental of \$6,000.00 per month.
3. **UTILITIES** Tenant shall pay all charges for utility services to the Leased Premises.
4. **TAXES** Landlord shall pay all real estate taxes assessed against the Leased Premises.
5. **USE** Tenant will use the Leased Premises for the operation of a Charter School and for no other use. Tenant covenants that no part of the Leased Premises will exist within three hundred feet of improvements identified as The Americas. Tenant is familiar with the planned utilization of The Americas, and Tenant covenants that Tenant's use of the Leased Premises is consistent with existing and planned property developments.
6. **SECURITY DEPOSIT** Tenant shall pay to Landlord a security deposit in the amount of \$2,000.00, \$1000.00 payable on July 15, 1998, and \$1000.00 payable August 15, 1998, for Tenant's faithful performance of the Lease Agreement terms. Refund of the security deposit shall be made upon full

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performance of this Lease Agreement by Tenant, less assessments or damages incurred by Tenant.

7. **INSURANCE** Tenant shall pay for and will maintain public liability and property damage insurance on the Leased Premises and for all of Tenant's activities on or about the Leased Premises and access related thereto, in an amount not less than \$1,000,000 per occurrence. Such policy will name Landlord as additional insured and shall be issued by an insurance company approved in writing by Landlord. Tenant shall provide Landlord with certificates of insurance evidencing the coverage required. Tenant shall be solely responsible for fire and casualty insurance for all 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 may pay for the required insurance if Tenant does not deliver to Landlord within three days after such notice certification showing all insurance to be in full force and effect. Tenant covenants on demand to reimburse and pay Landlord any amounts paid or expended in the payment of insurance premiums required by such notice, with interest thereon at the rate of twelve percent per annum from the date of payment until repaid by Tenant.
8. **CONDITION OF PREMISES** Tenant has fully examined the Leased Premises and accepts the Leased Premises in its present "as is" condition as suitable for all of Tenant's purposes.
9. **MAINTENANCE AND REPAIRS** Tenant will be responsible for all maintenance and repairs for the Leased Premises. Tenant will keep the Leased Premises in good, clean condition and shall at its sole cost and expense make all needed repairs and replacements. If any repairs are not made by Tenant within ten days following written notice by Landlord, Landlord may at its sole option make such repairs without liability to Tenant for any loss or damage resulting from such repairs, and Tenant shall pay to Landlord upon demand as additional rent hereunder the cost of such repairs plus interest. At the termination of this Lease Agreement, Tenant will deliver the Leased Premises to Landlord in good order and condition, normal wear and tear excepted. "Normal wear and tear" means deterioration which occurs without negligence, carelessness, accident or abuse. Tenant will repair all asphalt surfaces to a smooth, sealed surface at the termination of this Lease Agreement.
10. **ALTERATIONS** All permanent alterations, additions and improvement installed at Tenant's expense shall become the property of Landlord and shall remain upon and be surrendered with the Leased Premises at termination of this Lease Agreement. All alternations, additions and improvements may only be made with prior written consent of Landlord, which consent shall not be unreasonably withheld. If consent is granted for the making of improvements or alterations, no work or such improvements or alterations shall commence

**BY-LAWS**  
**OF**  
**YOUTH ENGAGED IN SERVICE (YES)**  
**COLLEGE PREPARATORY SCHOOL**  
**A CHARITABLE CORPORATION SPONSORING**

**ARTICLE I**  
**GENERAL PROVISIONS**

**Section 1. Purposes and Powers.**

1.1 The corporation is organized exclusively and shall be operated solely for the charitable and educational purposes set out in the Articles of Incorporation, as amended, and notwithstanding any other provision of these By-Laws, the Corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law or (b) by a corporation, contributions to which are deductible under section 170 (c)(2) of the Internal Revenue Code (or the corresponding provision of any future United States Internal Revenue Law). In accomplishment of such charitable and educational purposes, the Corporation shall, among other things, promote education through the ownership and financing, developing, operating, managing, and conducting of YES College Preparatory School, Houston, Texas (the "School"). In furtherance of its charitable and educational purposes, the Corporation shall operate the School in a good business-like fashion. The Corporation, however, shall not be conducted for profit, and all excess of income over disbursements of the Corporation and other financial gain realized by the Corporation shall be applied to the construction or acquisition of additional School facilities, improvements or equipment, amortization of indebtedness, increase in remuneration of teachers and other School personnel or other charitable and educational purposes as may be decided by the Board of Trustees as the occasion arises. No part of such excess or such gain shall inure to the benefit of, or be distributable to, any Trustee or other person or organization connected with the Corporation except that (i) the Corporation shall be authorized and empowered, subject to its Restated Articles of Incorporation, as amended, and Article II, Section 9 of these By-Laws, to pay reasonable compensation for services actually rendered by, or property actually received from any Trustee or other person or organization, and (ii) the Corporation shall be authorized and empowered, subject to its Restated Articles of Incorporation, to provide indemnification and insurance on behalf of the individuals identified in and subject to the provisions of Article VII of these By-Laws.

1.2 The Board of Trustees will have a general and continuing charge to be informed on the business, properties and affairs of the Corporation hereinafter designated and as may be designated by resolution of the Board of Trustees for its concern, supervision or oversight, so that it may consult and advise with, and make proposals and recommendations to, the School with respect thereto. These duties include but are not limited to: appointing the director of the School, ensuring that the School adheres to the goals outlined in its charter to the Texas Education Agency (TEA), holding the School Director accountable for the academic and fiscal responsibility of the school, and providing support to each campus for additional fundraising, marketing, and other services as needs arise.

1.3 The Operating Officers of the School will be in general charge of and responsible for the effective administration, management and operation thereof, subject only to the control and direction of the Board of Trustees.

Section 2. Certain Activities. No substantial part of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Section 3. Corporate Existence. It is contemplated that the Corporation shall exist perpetually, but if it should be dissolved for any reason, the Board of Trustees shall, after paying or making provision for the payment of all the liabilities of the Corporation, dispose of all the assets of the Corporation to such organization or organizations organized and operated exclusively for charitable, educational, or scientific purposes as shall at the time qualify as an exempt organization or organizations under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law). Any such assets not so disposed of shall be disposed of by the District Court in the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

## ARTICLE II

### BOARD OF TRUSTEES

Section 1. Election and Term of Office of Trustees.

1.1 The directors of the Corporation shall be known as the Board of Trustees. The Board of Trustees shall have the exclusive management and control of the Corporation and of its business and properties and, subject to the restrictions imposed by law, by the Restated Articles of Incorporation, as amended, or by these By-Laws, the Board of Trustees may exercise all the powers of the Corporation.

1.2 The Board of Trustees shall be composed of twenty (20) regular Trustees and a *Chairman of the board, all of whom shall be voting Trustees.* The number of Trustees may be increased or decreased, from time to time, by the affirmative vote of a quorum of trustees then in office at any meeting of the Board of Trustees; provided, however, that the number of Trustees shall never be less than three (3) nor more than twenty-five (25); provided, further, that no decrease in the number of Trustees shall have the effect of shortening the term of any incumbent Trustees. The Board of Trustees shall be self-perpetuating, choosing Trustees for all vacancies however occurring.

1.3 Each regular Trustee can choose to hold office for a three (3) year term and until his successor has been duly elected and qualifies. A regular Trustee may hold office for a one (1) year term with the affirmative vote of a quorum of trustees then in office at any meeting of the Board of Trustees. A regular Trustee may not serve more than three (3) consecutive three (3) year terms as a regular Trustee.

1.4 The Chairman of the Board of Trustees shall be elected by a majority vote of the Board of Trustees. After electing the charter Chairman of the Board, no subsequent person shall be eligible for the position of Chairman of the Board unless he has served as a Trustee for more than one year

at some point prior to the commencement of his term as Chairman of the Board. Further, the Chairman of the Board may be elected from a class of persons meeting the forgoing experience requirements and consisting of the Trustees with remaining unexpired terms, Trustees whose term expire coincident with the commencement of the Chairman of the Board's elected term and persons whose terms as Trustees expired a year prior to the commencement of the Chairman of the Board's elected term. When elected, the Chairman of the Board shall hold office and serve for a term of three (3) years and until his successor has been duly elected and qualifies, except that if a Chairman of the Board is for any reason elected prior to the completion of a three (3) year term by such Chairman's predecessor in office, such Chairman of the Board shall serve for the remaining unexpired portion of the predecessor's term. If when elected Chairman there is any unexpired portion of such person's term as a regular Trustee remaining, such regular Trustee position shall be deemed vacant, and the Board shall choose another person in the usual manner to fulfill said unexpired term as a regular Trustee. Upon the expiration of the term of a Chairman of the Board, such Chairman may be re-elected as Chairman of the Board if the completion of such Chairman's elected term will result in less than (9) years of continuous service as Chairman, or such Chairman may be elected as a regular Trustee to serve a term commencing with the expiration of his term as Chairman.

1.5 A Trustee and the Chairman of the Board may qualify by either acting as a regular Trustee or as Chairman of the Board, as the case may be, following his election or by written acceptance of his election to office. A Trustee may resign at any time.

1.6 Subject to the provisions of section 1.7 of this Article II, if the office of any Trustee shall become vacant prior to the expiration of such Trustee's term by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, the Trustees, at any meeting thereof, by vote of a majority of the remaining Trustees, though less than a quorum, shall choose a successor who shall hold office for the remaining term of the vacated position. In the event the number of Trustees shall be lawfully increased, the additional Trustee or Trustees shall be chosen in the like manner.

1.7 Any Trustee, including the Chairman of the Board, may at any time be removed from office for any cause by vote of a majority of the Board of Trustees then in office at any meeting of the board of Trustees called upon 20 days notice duly given to each Trustee in writing and setting forth that among the matters to be considered at such meeting will be the removal of a Trustee or Trustees.

Section 2. Office and Records. The Trustees may have or establish one or more offices of the Corporation, except as otherwise provided by statute, in such place or places in Harris County, Texas, as the Board of Trustees may from time to time determine.

Section 3. Meeting of Trustees. The Trustees will follow the guidelines established in Texas Open Meetings Act.

Section 4. Annual Meeting. The annual meeting of the Trustees shall be held on the third Wednesday in May of each year, if not a legal holiday, and if a legal holiday, then on the next succeeding business day, at the School, or such later date as may be determined by a majority of the entire Board of Trustees, for the purpose of electing officers, choosing Trustees to replace any Trustee whose terms then expires, and for the transaction of any and all such business as may be brought before the meeting. The annual meeting will comply with all guidelines established in the Texas Open Meetings Act.

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**Section 5. Election of Officers.** At the annual meeting of the Board of Trustees in each year, at which a quorum shall be present, the Board of Trustees shall proceed to the election of such officers of the Corporation as are needed for that year. All officers shall serve for a term of one year and until their successors are elected and qualify with the exception of the Chairman of the Board, whose term and election procedure are set out under section 1.4 of this Article II. Any and all business of any nature or character may be transacted at each such meeting.

**Section 6. Regular Meetings.** Regular meetings of the Board of Trustees shall be held at such times and places as shall be designated, from time to time by resolution of the Board of Trustees. At least three (3) days notice of each such regular meeting shall be required.

**Section 7. Quorum.** A majority of the Trustees then in office shall constitute a quorum for the transactions of any and all business, but if at any meeting of the Board of Trustees there be less than a quorum present, a majority of those present, or if only one Trustee be present, then such Trustee, may adjourn the meeting from time to time without notice, other than by announcement at the meeting, until a quorum be present thereat. A majority of the Trustees present at any meeting of the Board of Trustees may adjourn any meeting of the Board of Trustees from time to time without notice, other than by announcement at the meeting of the time and place at which the meeting will reconvene, until the transaction of any and all business submitted or proposed to be submitted to such meeting or any adjournment or adjournments thereof shall have been completed. The act of a majority of the Trustees present at a meeting at which at least a quorum is in attendance shall constitute the act of the Board of Trustees, except otherwise provided by law, by the Restated Articles of Incorporation. As amended, or by these By-Laws.

**Section 8. Transactions with Trustees.** The Board of Trustees shall have the power to authorize payment by the Corporation to a Trustee of reasonable compensation for services actually rendered by the Corporation; provided, however, that the Corporation shall not enter into any transaction with any Trustee except in the ordinary course of and pursuant to the reasonable requirements of the business of the Corporation and upon terms no less favorable to the Corporation than it would obtain in a comparable arm's length transaction with a person not connected with the Corporation; no Trustee shall receive any compensation from the Corporation solely for serving in the capacity of Trustee; and the Corporation shall not make any loan to the Trustee or officers of the Corporation.

**Section 9. Service Not Exclusive.** No Trustee or officer of the Corporation shall be required to devote his time or any particular portion of his time or render services or any particular services exclusively to the Corporation. Each and every Trustee and officer of the Corporation shall be free to engage or participate in any and all such activities and enterprises either similar or dissimilar to the activities or purposes of this Corporation, without breach of duty or liability to this Corporation in any event or under any circumstances. Each and every Trustee and officer of the Corporation shall be entirely free to act for and serve any other corporation or corporations, entity or entities, in any capacity or capacities, and/or be or become a trustee, director and/or officer of any other corporation or corporations, entity or entities, whether or not the purpose or activities thereof or any thereof be similar or dissimilar to the purposes or activities of this Corporation, without breach of duty or liability to this Corporation in any event or under any circumstances.

## ARTICLE III

### OFFICERS OF THE CORPORATION

#### Section 1. Officers of the Board of Trustees.

1.1 The officers of the Corporation shall be a Chairman of the Board of Trustees, one or more Vice-Chairman of the Board of Trustees, a Secretary, a Treasurer, and such other officers, including but not limited to one or more Assistant Secretaries and one or more Assistant Treasurers, as the Board of Trustees may from time to time determine and elect, all of whom shall be subject to the direction and control of the Board of Trustees. One person may hold more than one office, except that the offices of Chairman of the Board of Trustees and Secretary shall not be simultaneously held by the same person.

1.2 Any officer of the Corporation shall be subject to removal, with or without cause, at any time by vote of a majority of the Trustees present at any meeting with a quorum present, except that no Trustee serving as any such officer may be so removed without 20 days notice duly given to each Trustee in writing and setting forth that among the matters to be considered at such meeting will be the removal of one or more officers.

1.3 A vacancy in the office of any officer of the Corporation shall be filled by vote of a majority of the Trustees present at any meeting of the Board of Trustees at which a quorum is present.

Section 2. Chairman of the Board of Trustees. The Chairman of the Board of Trustees shall be in general charge of the affairs of the Board of Trustees in the ordinary course of its business. He shall have all of the usual powers and duties pertaining to his office, together with such other powers and duties as may be assigned to him by the Board of Trustees, and when authorized to do so by resolution adopted by the Board of Trustees, he may make, sign and execute any and all deeds, conveyances, assignments, bonds, contracts and other obligations and any and all other instruments and papers of any kind or character in the name of the School.

Section 3. Vice-Chairman. The Vice-Chairman of the Board of Trustees, who shall be a Trustee, or, in the event that more than one Vice-Chairman is elected, the Vice-Chairmen of the board of Trustees in order of their seniority, shall have and exercise the powers of the Chairman during that officer's absence, disability, or inability to act. Any action taken by the Vice-Chairman or senior Vice-Chairman in the performance of the duties of the Chairman at the time such action was taken.

Section 4. Secretary. The Secretary, who shall be a Trustee, shall keep the minutes of all meetings of the Board of Trustees; shall attend to the giving and service of all notices; may sign with the Chairman or Vice-Chairman in the name of the Corporation and/or attest the signature of either to, all contracts, conveyances, transfers, assignments, authorizations, and other instruments of the Corporation and affix the seal of the Corporation thereto; shall maintain and keep such books, records, and papers as the Board of Trustees may direct, all of which shall at all reasonable times be open to the inspection of any Trustee upon request; shall oversee the legal affairs of the Corporation; and shall in general perform all the duties incident to the office of Secretary.

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**Section 5. Assistant Secretaries.** Each Assistant Secretary shall have the usual powers and duties pertaining to the office, together with such other powers and duties as may be assigned to such officer by the Board of Trustees, and the Assistant Secretaries shall exercise the powers of the Secretary during that officer's absence, disability, or inability to act. Assistant Secretaries need not be Trustees.

**Section 6. Treasurer.** The Treasurer, who shall be a Trustee, shall perform the functions of the principal financial officer of the Corporation. He shall serve as Chairman of the Finance & Audit Committee; shall assure that the Business Manager, and all others responsible for the custody and handling of funds and, or, securities of the Corporation are properly bonded for amounts customary for persons in similar circumstances and that the Business manager maintains adequate hazard and liability insurance with respect to the operations of the School; and shall perform such other duties as the Board of Trustees shall direct from time to time with respect to the financial affairs of the Corporation.

**Section 7. Assistant Treasurers.** Each Assistant Treasurer shall have the usual powers and duties pertaining to his office, together with such other powers and duties as may be assigned to him by the Board of Trustees, and in addition the Assistant Treasurer shall exercise the powers of the Treasurer during that officer's absence, disability, or inability to act. Assistant Treasurers need not be Trustees.

## ARTICLE IV

### OPERATING OFFICERS

**Section 1. Operating Officers.** The officers of the School established by the Corporation shall be a School Director, Assistant School Director, a Business Manager, and such other officers as the Board of Trustees shall determine from time to time, which officers shall be known as operating officers and shall not be considered officers of the Corporation.

**Section 2. School Director.** The School Director shall be elected by the Board of Trustees and shall hold office at its pleasure. He shall perform the functions of the principal operating officer and general manager of the School. He shall be in general charge of and responsible for the effective administration, management, and operation thereof, subject only to the control and direction of the Board of Trustees.

2.1 The School Director shall have all of the usual powers and duties pertaining to his office, together with such powers and duties as may be assigned to him by the Board of Trustees; specifically, but not by way of limitation, the School Director (a) shall have the power of appointment and dismissal (except with respect to the Business Manager, whose appointment or dismissal shall be subject to the approval of the Board of Trustees as provided in section 3 of this Article IV), and shall determine the salaries, of all employees of the School; (b) shall make an annual written report to the Board of Trustees at the close of each school year, and such reports from time to time as the Board of Trustees may require of him; and (c) shall annually submit to the Board of Trustees a preliminary budget for the succeeding school year no later than at the Board's regular meeting next preceding its annual for the ensuing school year, and a final budget no later than at such annual meeting.



2.2 The School Director may, in the discharge of his duties, delegate his authority to other operating officers, but he shall be responsible for their acts and omissions.

2.3 The School Director shall be an ex officio member of all standing committees of the Board of Trustees, with voice but without vote, and shall be invited to all regular meetings of the Board of Trustees.

2.4 The School Director shall, subject to the approval of the Board of Trustees, appoint such other operating officers as may be determined by the Board of Trustees from time to time, each of whom shall have such authority and perform such duties of an educational or administrative character as may be delegated to him.

Section 3. Assistant School Director. The Assistant School Director shall have the usual powers and duties pertaining to his office. The Assistant School Director will assist in the general charge of and responsibility for the effective administration, management, and operation thereof, subject to the control and direction of the School Director and Board of Trustees.

Section 4. Business Manager. The Business Manager shall be appointed by the School Director and shall hold office at his pleasure; provided that the appointment or dismissal of the Business Manager shall be subject to the approval of the Board of Trustees. The Business Manager shall be in general charge of the business administration of the School, subject to the supervision of the School Director and the Board of Trustees. He shall have all of the usual powers and duties pertaining to his office, together with such other powers and duties as may be assigned to him by the Board of Trustees or delegated to him by the School Director; specifically, but not by way of limitation, the Business Manager, (a) shall have custody of the funds, securities, deeds, bills of sale, insurance policies, contracts and other similar documents and instruments relating to the business operation of the School; (b) shall keep books of account of the School and of its receipts and disbursements; (c) shall have responsibility for maintaining adequate hazard and liability insurance coverage with respect to the School and its operations; (d) shall inform and consult with, and be subject to the direction and control of, the Treasurer with respect to the financial affairs of the School; and (e) may, subject to the approval of the School Director, appoint other officials and employees as he may deem advisable for the efficient business administration of the School.

## ARTICLE V

### COMMITTEES

#### Section 1. Standing Committees

1.1 At or promptly after the annual meeting each year, the Chairman of the Board of Trustees shall appoint the following standing committees of the Board of Trustees:

1. The Development Committee
2. The Audit and Finance Committee
3. The Education Committee
4. The Physical Facilities Committee

## 5. The Nominating Committee

and such other committees as the Board of Trustees may from time to time designate as a standing committee. Each standing committee shall have a general and continuing charge to be informed on the business, properties, and affairs of the Corporation hereinafter designated and as may be designated by resolution of the Board of Trustees for its concern, supervision or oversight, so that it may consult and advise with, and make proposals and recommendations to, the Board of Trustees with respect thereto.

### 1.2 The Development Committee shall:

- (a) Be concerned with and have general supervision of all fundraising activities of the School, including but not limited to annual giving, bequest programs, endowment, and capital fundraising campaigns;
- (b) Be concerned with and examine into all matters relating to the relationship of the School to the community, including but not limited to its alumni, student families, friends, foundations, and other parties interested in its welfare; and
- (c) Develop, propose, and upon approval of the Board of Trustees, implement short- and long-range plans for fundraising and enhancement of the financial and physical resources of the School.

### 1.3 The Education Committee shall:

- (a) Be concerned with and examine into the philosophy and policies of the School as to education; and
- (b) Be concerned with and examine into all matters pertaining to the intellectual, and moral welfare of students of the School including but not limited to admissions, curriculum, methods of teaching, discipline and graduation requirements.

### 1.4 The Audit and Finance Committee shall:

- (a) Be concerned with and examine into the accounting policies and practices of the School;
- (b) Review periodically the effectiveness of the system of financial controls and accounting of the School; and
- (c) Recommend certified public accountants to the Board of Trustees for employment as auditors who shall examine the financial records and statements of the School, and present their audit report and management letter to the Board of Trustees at least annually.
- (d) Be concerned with and examine into the policies of the School as to its financial affairs, including but not limited to the development of the annual budget, both operating and capital, of the Corporation, and the management of its endowment funds;
- (e) Monitor, and keep the board of Trustees informed of, the financial performance of the corporation and of its endowment funds;
- (f) Examine proposed major financial transactions not in the approved budget and make recommendations for action by the Board of Trustees with respect thereto; and
- (g) On behalf of the Board of Trustees, direct the sale, trade, purchase and management of investments, excluding only real estate investments, for the account of the School in accordance with the judgment of the Committee as to the best interests of the School, relying to the extent it deems advisable on investment advisers and financial institutions.

### 1.5 The Physical Facilities Committee shall:

- (a) Be concerned with locating a permanent site for the school;
- (b) Be concerned with and examine into the care, adequacy and condition of the buildings, grounds, furniture, equipment and all other physical facilities of the School;
- (c) Be concerned with and examine into the philosophy and policies of the School as to improvements and additions to its physical facilities, including but not limited to real estate other than investment real estate; and

(d) Develop concepts and plans as to the needs of the School with respect to physical facilities and, upon approval by the Board of Trustees, implement such concepts or plans.

1.6 The Nominating Committee shall:

- (a) Be concerned with the composition and performance of the Board of Trustees and its officers;
- (b) Nominate candidates to fill vacancies among the Trustees and officers of the board of Trustees, whether occurring by reason of the expiration of terms or otherwise;
- (c) Nominate each year such officers of the School as are needed in that year; and
- (d) Supervise and implement the orientation of newly elected Trustees.

Section 2. Other Committees. The Trustees, by resolution adopted by a majority of Trustees in office, may designate one or more committees in addition to the standing committees, which shall have the purpose and function provided in such resolution.

Section 3. Authority of Committees. The committees of the Board of Trustees, whether standing committees or otherwise, shall have and exercise the authority of the board of Trustees in the management of the Corporation to the extent, and only to the extent, provided in section 1 of this Article V. or as provided by resolution adopted by a majority of Trustees in office. The designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Trustees, or any individual Trustee, or any responsibility imposed upon it or him by law.

Section 4. Composition of Committees. Each committee of the Board of Trustees, whether a standing committee or otherwise, shall consist of two or more persons, a majority of whom are Trustees. The Chairman of the Board of Trustees shall be an ex-officio member, with voice and vote, of all standing committees and, unless otherwise determined by the Chairman of the Board of Trustees, of all other committees of Board of Trustees. Any non-Trustee who becomes a member of any such committee shall have the same responsibility with respect to such committee as a Trustee who is a member thereof.

Section 5. Committee Quorums. A majority of the members of a committee of the Board of Trustees, whether standing or otherwise, shall constitute a quorum for the transaction of any and all business of the committee. Ex-officio members shall not count toward a quorum unless otherwise provided.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

Section 1. Offices. The principal office of the Corporation shall be in the City of Houston, County of Harris, State of Texas.

Section 2. Fiscal Year. The fiscal year of the Corporation shall begin September 1<sup>st</sup> of each year.

Section 3. Seal. The seal of the Corporation shall be circular in form and shall have inscribed thereon the name of the Corporation, and may be used by causing it or a facsimile thereof to be impressed, or affixed, or reproduced or otherwise.

**Section 4. Notice and Waiver of Notice.**

4.1 Whenever under the provisions of these By-Laws notice is required to be given to any Trustee, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, by depositing the same in the post office or letter box, in a post-paid sealed wrapper, or by telegram, or by cable, addressed to such Trustee to such address as appears on the books of the Corporation, or, in default of other address, to such Trustee at the General Post Office in the city of Houston, Texas, and such notice shall be deemed to be given at the time when the same shall be thus mailed or sent.

4.2 Anything in these By-Laws to the contrary notwithstanding, any notice required or authorized to be given under these By-Laws may be waived in writing, signed by the person or persons entitled to said notice, whether given or executed before or after the time stated in said waiver or such waiver, in any instance or instances, and such waiver may be given by telegraph, telex, radio or cable; and such waiver in every instance shall be and be deemed to be valid and equivalent to notice to the person or persons who executed the same or gave the waiver by telegraph, telex, radio or cable.

**Section 5. Resignations.** Any Trustee or officer may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the Chairman or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

**Section 6. Checks.** All checks, drafts or orders for the payment of money shall be signed by such person or persons as the Board of Trustees may from time to time designate. All notices of the Corporation shall be signed by the Secretary and, or, by such other person or persons as the Board of Trustees may from time to time designate. The Board must vote to approve expenditures over \$25,000.00.

**Section 7. Persons.** Wherever used in these By-Laws, pronouns of the masculine gender shall mean and include persons of either sex.

## ARTICLE VII

### INDEMNIFICATION

**Section 1. Indemnification.** Each person who at any time shall serve, or shall have served, as a Trustee or officer of the Corporation, or any person who is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another corporation, partnership, joint venture, sole proprietorship, trust or other enterprise (hereinafter referred to as ("Indemnitee")) shall be entitled to indemnification as and to the fullest extent permitted by Article 1396-2.22A of the Texas Non-Profit Corporation Act or any successor statutory provision, as from time to time amended (hereinafter referred to as the "Statue"). The forgoing right of indemnification shall not be deemed exclusive of any other rights to which the Indemnitee may be entitled as a matter of law or under any agreement, vote of Trustees, or other arrangement.

The Corporation shall pay in advance or reimburse Indemnitee expenses actually or reasonably incurred or anticipated by such Indemnitee in connection with such Indemnitee's appearance as a witness or other participation in a proceeding whether or not such Indemnitee is a named defendant or a respondent in the proceeding. To obtain indemnification or an expense advance, Indemnitee shall submit to the Corporation a written request with such information as is reasonable available to such Indemnitee. If the expense advance is to be paid prior to final disposition of the proceeding, there shall

be included a written statement of such Indemnitee's good faith belief that such Indemnitee has met the necessary standard of conduct under the Statute and an undertaking to repay any amount paid if it is ultimately determined that those conduct requirements were not met. Upon receipt of the request, the Corporation shall determine (whether made by special counsel or otherwise) Indemnitee's entitlement to indemnification or an expense advance. If the request is rejected, the Corporation shall notify Indemnitee of the reason therefor. If within 30 days of the Corporation's receipt of the request, the payment for an approved request is not made or the request for payment is rejected or not acted on, the Indemnitee shall have the right to an adjudication in any court of competent jurisdiction of such Indemnitee's entitlement to such indemnification or expense advance. Any such proceeding shall be conducted in all respects as a de novo trial on the merits.

In addition to the protection for personal liability afforded the Trustees by the foregoing provision (and the authorization to purchase insurance expressed in Section 2 of this Article), a Trustee shall be entitled to reimbursement or indemnity from the Corporation for any liability, including vicarious responsibility for the acts of others, that he or she incurs for which he or she otherwise would be immune as a "volunteer" under Section 84.004 of the Charitable Immunity and Liability Act of 1987, as amended.

Section 2. Insurance. The Corporation is authorized to purchase insurance covering the Corporation and the persons identified as Indemnitees under Section 1 above to the fullest extent permitted by the Statute including, without limitation, insurance against liabilities and expenses for which the Corporation is not authorized to provide indemnity pursuant to the Statute.

## ARTICLE VIII

### AMENDMENTS

These By-Laws may be altered, or repealed by the affirmative vote of one or more than the majority of the number of Trustees then in office at any annual, regular or special meeting, at which a quorum is in attendance, called upon at least 3 days notice duly given to each Trustee in writing and setting forth that among the matters to be considered at such meetings will be the alteration, amendment or repeal of these By-Laws.

## ARTICLE IX

### REQUIRED VOTE

With respect to matters herein requiring for approval the affirmative vote of one or more than the majority of Trustees. In the event that the number of Trustees on the Board of Trustees shall be increased or decreased pursuant to the provisions of Article II, Section 1 hereof, then thereafter such matters shall be approved by the affirmative vote of the number of Trustees, rounded up to the nearest whole number, determined by multiplying the number of Trustees then provided for by these By-Laws by the fraction 2/3.

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The State of Texas  
Secretary of State

CERTIFICATE OF INCORPORATION  
OF

PROJECT YES, INC.  
CHARTER NUMBER 01482936

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 MAR. 17, 1998

EFFECTIVE MAR. 17, 1998



*Alberto R. Gonzales*  
Alberto R. Gonzales, Secretary of State

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# ARTICLES OF INCORPORATION

## ARTICLE ONE

THE NAME OF THE CORPORATION IS PROJECT YES, INC.

## ARTICLE TWO

THE CORPORATION IS A NON-PROFIT CORPORATION.

## ARTICLE THREE

THE PERIOD OF DURATION IS PERPETUAL.

## ARTICLE FOUR

### PURPOSE:

SAID CORPORATION IS ORGANIZED TO OPERATE A CHARITABLE EDUCATIONAL INSTITUTION TO PROVIDE AN INNOVATIVE SERVICE LEARNING PROGRAM WHICH INTEGRATES COMMUNITY SERVICE PROJECTS INTO THE PUBLIC ELEMENTARY, MIDDLE SCHOOL AND UPPER SCHOOL CURRICULUM IN COMPLIANCE WITH SECTION 501 (C) (3) OF THE INTERNAL REVENUE CODE, OR CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODE.

## ARTICLE FIVE

THE STREET ADDRESS OF ITS INITIAL REGISTERED OFFICE IS 3355 W. ALABAMA # 1160, HOUSTON, TEXAS 77098 AND THE NAME OF ITS INITIAL REGISTERED AGENT AT SUCH ADDRESS IS CHRISTOPHER J. BARBIC.

## ARTICLE SIX

THE NUMBER OF DIRECTORS CONSTITUTING THE INITIAL BOARD OF DIRECTORS IS 4, AND THE NAMES AND ADDRESSES OF THE PERSON OR PERSONS WHO ARE TO SERVE AS DIRECTORS ARE:

CHRISTOPHER J. BARBIC	SHEILAH KAVANEY	DAVID POWELL	JUSTIN WEISS
3355 W. ALABAMA #1160	3355 W. ALABAMA #1160	3355 W. ALABAMA #1160	3355 W. ALABAMA #1160
HOUSTON, TX 77098	HOUSTON, TX 77098	HOUSTON, TX 77098	HOUSTON, TX 77098

## ARTICLE SEVEN

UPON THE DISSOLUTION OF THE CORPORATION, ASSETS SHALL BE DISTRIBUTED FOR ONE OR MORE EXEMPT PURPOSES WITHIN THE MEANING OF SECTION 501 (C) (3) OF THE INTERNAL REVENUE CODE, OR CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODE, OR SHALL BE DISTRIBUTED TO THE FEDERAL GOVERNMENT, OR TO A STATE OR LOCAL GOVERNMENT, FOR A PUBLIC PURPOSE. ANY SUCH ASSETS NOT SO DISPOSED OF SHALL BE DISPOSED OF BY A COURT OF COMPETENT JURISDICTION IN THE COUNTY IN WHICH THE PRINCIPAL OFFICE OF THE CORPORATION IS THEN LOCATED, EXCLUSIVELY FOR SUCH PURPOSES OR TO SUCH ORGANIZATION OR ORGANIZATIONS, AS SAID COURT SHALL DETERMINE, WHICH ARE ORGANIZED AND OPERATED EXCLUSIVELY FOR SUCH PURPOSES.

## ARTICLE EIGHT

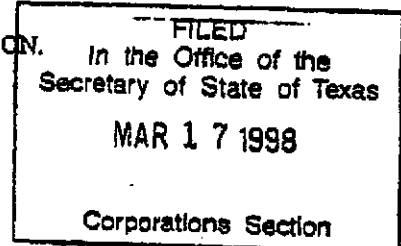
THE CORPORATION WILL NOT HAVE MEMBERS.

## ARTICLE NINE

THE NAME AND ADDRESS OF THE INCORPORATOR IS:

ANGEL M. GUERRA  
CAPITOL COMMERCE REPORTER  
1301 S. IH-35, SUITE 100  
AUSTIN, TX 78767

*Angel M Guerra*



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until Tenant has furnished Landlord with all certificates of insurance showing coverages in an amount satisfactory to Landlord and protecting Landlord from liability for injury to any person and damage to any personal property, on or off the Leased Premises, related to such improvements or alterations. All alterations, improvements, additions and repairs made by Tenant shall be made in good and workmanlike manner.

11. **COMPLIANCE WITH LAWS AND REGULATIONS** Tenant shall, at its own expense, comply with all laws, orders, and requirements of all governmental entities with reference to the use and occupancy of the Leased Premises. Tenant and Tenant's employees, agents, and invitees shall fully comply with any written rules and regulations governing the use of the Leased Premises as required by Landlord. Landlord may make reasonable changes in such rules and regulations from time to time as deemed advisable for the safety, care and cleanliness of the Leased Premises, provided that such rules and regulations do not conflict with this Lease.
12. **ASSIGNMENT AND SUBLETTING** Tenant shall not assign this Lease or sublet the leased premises or any interest therein without the written approval of Landlord. Any assignment or subletting without Landlord's written consent shall be void, and at the option of Landlord shall terminate this Lease.
13. **TENANT DEFAULT AND REMOVAL OF ABANDONED PROPERTY** If Tenant abandons the premises or otherwise defaults in the performance of any obligations or covenants herein, landlord may enforce the performance of this lease in any manner provided by law. This Lease may be terminated at Landlord's discretion if such abandonment or default continues for a period of ten days after Landlord notifies Tenant of such abandonment or default and of Landlord's intention to declare this Lease terminated. Notice of default shall be sent by Landlord to Tenant by certified mail. If Tenant has not completely removed or cured default within the ten day period, this Lease shall terminate. Thereafter, Landlord or its agents shall have the right, without further notice or demand, to enter the Leased Premised and remove all property without being deemed guilty or trespass and without waiving any other remedies for arrears or rent or breach of covenant. Upon abandonment or default by Tenant, the remaining unpaid portion of the rent shall become accelerated and immediately due and payable. Landlord may dispose of Tenant's property if Tenant does not claim the property within sixty days after receipt of written notice.
14. **LIEN** Landlord is granted an express contractual lien, in addition to any lien provided by law, and a security interest in all property of Tenant found on the Leased Premises, to secure compliance with Tenant with all terms of this Lease.



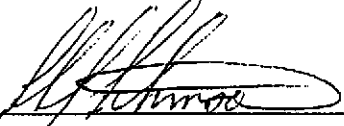
15. **SUBORDINATION** Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust, or other lien hereafter placed on the demised premises and Tenant agrees on demand to execute such further instruments subordinating this Lease as Landlord may request, provide such subordination shall be on the express condition that this Lease shall be recognized by the mortgagee, and the rights of Tenant shall remain in full force and effect during the Lease term as long as Tenant continues to perform all Lease covenants and conditions.
16. **INDEMNITY** Landlord and its employees and agents shall not be liable to Tenant or to Tenant's employees, patrons, visitors, invitees, or any other persons for any such injury to any such persons or for damage to personal property caused by an act, omission, or neglect of Tenant or Tenant's agents or of any other tenant of the property of which the Leased Premises is a part. Tenant agrees to indemnify and hold Landlord and its employees and agents harmless from any and all claims for such injury and damages, whether the injury occurs on or off the Leased Premises.
17. **SIGNS** Tenant shall not post or paint any signs at, on, or about the Leased Premises without written permission from Landlord.
18. **TENANT BANKRUPTCY** If Tenant becomes bankrupt or make voluntary assignment for the benefit of creditors or if a receiver is appointed for Tenant, Landlord may terminate this Lease by giving five days written notice to Tenant of Landlord's intention to terminate.
19. **NOTICES** All notices to Tenant shall be by certified mail or delivery to Tenant's last known address. Notices to Landlord shall be to the place where rent is payable.
20. **DEFAULT BY LANDLORD** In the event of breach by Landlord of any material covenant, warranty, term or obligation of this Lease, Landlord's failure to cure same or to commence a good faith effort to cure same within ten days after written notice thereof shall be considered to be a default and shall entitle Tenant to terminate this Lease.
21. **RIGHT OF ENTRY** Landlord shall have the right at all times to enter the Leased Premises to inspect the condition of the Leased Premises, to make required or permitted repairs, or for any other reasonable purpose.
22. **WAIVER OF BREACH** The waiver by Landlord of any breach of any provision of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Lease.
23. **TIME OF ESSENCE** Time is expressly declared to be of the essence.

24. **BINDING OF HEIRS AND ASSIGNS** Subject to the provisions of this Lease pertaining to assignment of Tenant's interest, all provisions of this Lease shall extend to and bind, or inure to the benefit not only of the parties to this Lease but to each and every one of the heirs, executors, representatives, successors, and assigns of Landlord or Tenant.
25. **RIGHTS AND REMEDIES CUMULATIVE** The rights and remedies by this Lease Agreement are cumulative and the use of any one right or remedy shall not preclude or waive the parties right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
26. **LEGAL CONSTRUCTION** In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
27. **PRIOR AGREEMENTS SUPERCEDED** This Lease Agreement is made subject to approval of Tenant's financing by Equi-Mor Holdings, and will be null and void only if Tenant provides written notice to Landlord by July 8, 1998, of such event. This Lease Agreement constitutes the sole and only agreement of the parties to this Lease and supercedes any prior understandings or written oral agreements regarding the subject matter of this Lease.
28. **AMENDMENTS** No amendment, modification or alteration of this Lease Agreement will be effective and binding unless stated in a writing signed by authorized representatives of both parties.

**THIS IS A LEGAL DOCUMENT. PLEASE READ THIS DOCUMENT CAREFULLY AND SEEK COMPETENT LEGAL ADVICE IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART OF THIS LEASE AGREEMENT.**

In consideration of the foregoing terms and conditions, the parties have executed this Lease Agreement as stated below.

**THE TRANSAMERICA GROUP, LLC**

By 

Title Managing Director

Date July 1, 1998

**YES COLLEGE  
PREPARATORY SCHOOL**

By 

Title Founder & Director

Date July 1, 1998

**KIPP, INC.**  
**COUNTY OF HARRIS, STATE OF TEXAS**

**LEASE/PURCHASE AGREEMENT, WITH EXHIBITS**

<b>EXHIBIT A</b>	<b>Authorizing and Awarding Resolutions</b>
<b>EXHIBIT B</b>	<b>Opinion of Counsel</b>
<b>EXHIBIT C</b>	<b>List of Equipment</b>
<b>EXHIBIT D</b>	<b>Lease Payment Schedule</b>
<b>EXHIBIT E</b>	<b>Certificate of Acceptance and Affidavit of Administrator</b>
<b>EXHIBIT F</b>	<b>Certificate of Insurance</b>
<b>EXHIBIT G</b>	<b>Tax Compliance Certificate</b>

**CHARTER SCHOOL LEASE PURCHASE AGREEMENT  
(PERSONAL PROPERTY)**

**DATE:** July 10, 1998

**LESSOR:** EQUI-MOR HOLDINGS, INC.,  
a Nevada Corporation  
14614 North Kierland Boulevard, Suite N-210  
Scottsdale, Arizona 85254

**LESSEE:** KIPP, Inc.,  
a Delaware nonprofit corporation  
2115 Runnels  
Houston, Texas 77003

This Charter School Lease Purchase Agreement (the "Agreement" or "Lease") entered into between Equi-Mor Holdings, Inc., as Lessor ("Lessor"), a corporation duly organized and existing under the laws of the State of Nevada, and KIPP, Inc. as Lessee ("Lessee"), a non profit corporation duly organized and existing under the laws of the State of Delaware ("State of Incorporation") and a charter school contracted in accordance with Texas ("Chartering State") Law through the Texas State Board of Education ("Chartering Authority"):

**WITNESSETH:**

**WHEREAS,** Lessor desires to lease the Project, as hereinafter defined, to Lessee, and Lessee desires to lease the Project from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

**WHEREAS,** Lessee is authorized under the Constitution and laws of the State of Incorporation, the Chartering State, and its Charter to enter into this Agreement for the purposes set forth herein;

**NOW, THEREFORE,** the parties hereby agree as follows:

**ARTICLE I**

**COVENANTS OF LESSEE**

**Section 1.01 Covenants of Lessee.** Lessee represents, covenants and warrants for the benefit of Lessor and its assignees, as follows:

- a) Lessee is a charter school for a term commencing August 1, 1998 through July 31, 2003 under its Charter, and is duly organized and existing under the laws of the State

of Incorporation. Its Charter has been and is in effect, and is renewable upon completion of the term.

- b) Lessee will do or cause to be done all things necessary and desirable within its power to preserve and keep in full force and effect its existence as a charter school.
- c) Lessee is authorized under the Constitution and laws of the Chartering State and its Charter to enter into and to perform all of its obligations under this Agreement.
- d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolutions of its governing body, dated July 8, 1998, and July 8, 1998, attached hereto as **Exhibit A**, and further represents, covenants and warrants that all applicable requirements have been met and procedures have occurred, in order to ensure the enforceability of the Agreement, and upon due execution and delivery by Lessor, the Agreement will be binding and enforceable against Lessee, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Project hereunder. Lessee shall cause to be executed an opinion of its counsel substantially in the form attached hereto as **Exhibit B**.
- e) The execution, delivery and performance by Lessee of this Agreement do not and will not materially conflict with or result in a material breach of or default under any applicable rule, regulation, law or agreement, resolution or other instrument (including its Charter) to which the Lessee is subject or by which it is bound.
- f) There is no action, suit or proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body pending or to its knowledge threatened against Lessee which questions the authority of Lessee to enter into or perform this Agreement or wherein an unfavorable result would adversely and materially affect the performance by Lessee or validity of the Agreement.
- g) During the term of this Agreement, the Project will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.
- h) During the period this Agreement is in force, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year, and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.
- i) Lessee reasonably expects that the Project will have a useful life in the hands of Lessee that is substantially in excess of the Lease Term.

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- j) The Project is, and during the period this Agreement is in force will remain, personal property and, when subjected to use by Lessee under this Agreement, will not be or become fixtures.

### **Section 1.02 Estoppel Certificate.**

- a) At any time and from time to time, Lessee shall promptly, and in no event later than 10 days after a request from Lessor, execute, acknowledge and deliver to Lessor or any present or proposed purchaser or assignee of Lessor's interest in this Lease designated by Lessor, a certificate in the form supplied by Lessor, certifying: (i) that Lessee has accepted the Project (or, if Lessee has not done so, that Lessee has not accepted the Project and specifying the reasons therefore); (ii) that this Lease is in full force and effect and has not been modified (or, if modified, setting forth all modifications), or, if this Lease is not in full force and effect, the certificate shall so specify the reasons therefore; (iii) the commencement and expiration dates of the Lease Term and the terms of any extension options of Lessee; (iv) the date to which the rentals have been paid under this Lease and the amount thereof then payable; (v) whether there are then any existing defaults by Lessor in the performance of its obligations under this Lease, and if there are any such defaults, specifying the nature and extent thereof; (vi) that no notice has been received by Lessee of any default under this Lease which has not been cured, except as to defaults specified in the certificate; (vii) the capacity of the person executing such certificate, and that such person is duly authorized to execute the same on behalf of Lessee; and (viii) any other information reasonably requested by Lessor, or its present or proposed purchaser or mortgagee.

## **ARTICLE II**

### **DEFINITIONS**

**Section 2.01 Definitions.** Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Agreement shall have the respective meanings specified below.

**"Acceptance Certificate"** means a certificate which shall be delivered by Lessee to Lessor upon receipt and acceptance of the Project.

**"Agreement"** means this Equipment Lease-Purchase Agreement with its Exhibits, attached and incorporated herein by reference.

**"Code"** means the Internal Revenue Code of 1986, as amended, and to the extent applicable, the regulations and rulings issued thereunder.

**"Commencement Date"** is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues.

**"Contracts"** means the contracts for acquisition, installation, and operation of the Equipment entered into by the Lessee (with all amendments and change orders), or any contracts designated by Lessee as a partial or complete replacement or substitute for any of those contracts.

**"Escrow Account"** means the Escrow Account established pursuant to the Escrow Agreement.

**"Escrow Agreement"** means the Escrow Agreement dated as of the date hereof between the Lessor and Lessee relating to the construction, installation, equipping and improvement of the Project.

**"Lease Term"** means the period beginning with the Commencement Date and continuing until terminated as outlined in Section 4.01.

**"Project"** means the Equipment listed in Exhibit C.

**"Project Costs"** means costs incurred directly or indirectly for or in connection with the acquisition, delivery, installation, and operation of the equipment of the Project.

**"Purchase Price"** means the amount set forth and so titled in Exhibits C and D hereto, which Lessee may pay to Lessor to purchase the Project as provided under Section 11.01.

**"Lease Payments"** means the basic Lease Payments payable by Lessee pursuant to Exhibit D of this Agreement.

### ARTICLE III

#### LEASE OF PROJECT; CONVEYANCE AND ASSIGNMENT OF PROJECT; SELECTION OF PROJECT; ACQUISITION AND CONSTRUCTION OF PROJECT; ACCEPTANCE OF PROJECT FACILITIES; AND COMPLETION

**Section 3.01 Lease of Project.** Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Project, in accordance with the provisions of the Agreement, to have and to hold for the Lease Term. Upon and during acquisition, and installation of the Project, all leasehold rights granted to Lessee by Lessor under this Lease shall vest in Lessee, without any further actions on the part of Lessor.

**Section 3.02 Conveyance and Assignment of Project.** The ownership of the Project, which is to be acquired after the effective date of this Lease, shall vest in the Lessor upon purchase or delivery of the Equipment, as the case may be. In addition, Lessor hereby authorizes Lessee during the Lease Term, and so long as no Event of Default (as defined in Section 13.01) has occurred and is continuing, to contract in Lessee's name with regard to the Project in

accordance with the terms hereof, and all such contracts shall be made or done by the Lessee on its own behalf and not as an agent or contractor for the Lessor.

**Section 3.03 Selection of Project.** Lessee acknowledges that the Project has been selected by the Lessee and acquired by the Lessor at the Lessee's request pursuant to this Lease specifically for the purpose of leasing the Project to the Lessee; the Project has been or will be purchased on the basis of specifications and requirements furnished by the Lessee; and the Lessor has not held itself out as having knowledge or skill particular to the Project or made any affirmations of fact regarding the Project.

**Section 3.04 Acquisition and Construction of Project.**

- (a) Lessee shall cause the Project to be acquired, furnished, installed and made operational in accordance with specifications and requirements furnished by Lessee.
- (b) It is understood that the Contracts and any other contracts made by the Lessee with respect to the Project, whether acquisition contracts or otherwise, and any work to be done by the Lessee on the Project, are made or done by the Lessee in its own behalf and not as agent or contractor for the Lessor.

**Section 3.05 Acceptance of Project Facilities, Completion.**

- (a) Acceptance of the Project Facilities by the Lessee shall be in accordance with and as contemplated by the provisions of the Contracts. That acceptance shall not be unreasonably withheld or delayed.
- (b) Lessee shall notify Lessor of its acceptance of the Project by a certificate stating:
  - (1) the date on which the Project was delivered, installed and made operational;
  - (2) that all costs of the acquisition, installation, and operation of the Project due and payable have been paid.

That certificate may state that it is given without prejudice to any rights against third parties, which then exist or subsequently may come into being-. The certificate shall also include a statement specifically describing all items of personal property to which the certificate applies comprising a part of the Project. The certificate shall be delivered as promptly as practicable after the Project has been delivered, installed, and made operational.

**ARTICLE IV**

**LEASE TERM**

**Section 4.01 Lease Term.** This Agreement shall be in effect and shall commence as of the Commencement Date and will remain in effect throughout the Lease Term. The Lease Term



will terminate upon the first to occur of. (a) The exercise by the Lessee of the option to purchase the Project under Article XI; (b) Lessor's election to terminate this Agreement upon a default under Article XIII; (c) the payment by Lessee of all sums required to be paid by Lessee hereunder; or (d) the occurrence of an Event of Nonappropriation as defined in Article VI, Section 6.05.

## ARTICLE V

### ENJOYMENT OF PROJECT

**Section 5.01 Quiet Enjoyment.** Lessor hereby agrees not to interfere with Lessee's quiet use and enjoyment of the Project so long as Lessee is not in default hereunder.

**Section 5.02 Use of the Project.** Lessee will not install, use, operate or maintain the Project improperly, carelessly, in violation of any applicable law, or in a manner contrary to that contemplated by this Agreement.

**Section 5.03 Right of Inspection.** During the Lease Term, the Lessor and its officers, employees and agents shall have the right at all reasonable times during business hours to inspect the Project.

**Section 5.04 Disclaimer of Warranties.** LESSOR MAKES NO WARRANTY NOR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT, OR ANY OTHER WARRANTY WITH RESPECT THERETO AND, AS TO THE LESSOR, THE LESSEE LEASES THE PROJECT "AS IS." In no event shall the Lessor be liable for any loss or damage, including incidental, indirect, special or consequential damage, in connection with or arising out of this Agreement or the existence, furnishing, functioning or the Lessee's use of any items, products, or services provided for in this Agreement.

## ARTICLE VI

### LEASE PAYMENTS

**Section 6.01 Lease Payments to Constitute a Current Expense of Lessee.** The obligation of Lessee to pay Lease Payments hereunder is a current expense of Lessee and not a debt of Lessee in contravention of any applicable limitations or requirements, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of Lessee.

**Section 6.02 Interest and Principal Components.** A portion of each Lease Payment is paid as interest, and the balance of each Lease Payment is paid as principal, as set forth in Exhibit D.

**Section 6.03 Lease Payments to be Unconditional.** The obligations of Lessee to make Lease Payments, and to perform and observe the covenants and agreement contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement in Section 6.05, notwithstanding any dispute between Lessee and Lessor or any other person. Lessee shall not assert any right of set-off or counterclaim against its obligation to make payments under this Agreement.

**Section 6.04 Continuation of Lease Term by Lessee.** Lessee intends and expects that there will be available during the Lease Term funds from which the Lease Payments may be made.

**Section 6.05 Nonappropriation.** All of Lessee's payment obligations hereunder are subject to appropriation of legally available funds in every fiscal year subsequent to the fiscal year in which this Agreement is delivered. If (a) sufficient funds are not appropriated for Lease Payments or any other amounts coming due hereunder in any fiscal year and (b) the Lessee shall have at such time no funds duly authorized for the Lease Payments or other amounts payable hereunder from other sources, an "Event of Nonappropriation" shall be deemed to have occurred. The Lessee shall promptly deliver notice thereof to the Lessor. Upon the occurrence of an Event of Nonappropriation, the Lessee agrees that the Lessor may reclaim possession of the Project. Lessee agrees peaceably to deliver the Project to Lessor in a reasonable manner specified by Lessor, all at Lessee's expense. An Event of Nonappropriation shall not constitute an Event of Default under this Agreement.

**Section 6.06 Lessee's Principal Bank Account** As a condition precedent to Lessor entering into this Lease and to provide the Lessor with a lease structure enabling Lessor to offer Lessee the economic benefits of this Lease, Lessee shall, concurrent with execution of this Lease, establish its principal bank account with Matrix Capital Bank, FSB and Lessee shall authorize an ACH electronic debit from such principal bank account for payment of the monthly Lease Payments due pursuant to this Lease. During the Lease Term, Lessee shall not modify its principal banking relationship with such bank or its authorization of such ACH electronic debit without the prior written consent of Lessor.

## ARTICLE VII

### TITLE TO PROJECT; SECURITY INTEREST

**Section 7.01 Title to the Project.** During the term of this Agreement, title to the Project shall remain in Lessor, subject to immediate vesting in Lessee upon the exercise by Lessee of its purchase option under Article XI hereof.

**Section 7.02 Security Interest.** As security for its obligations hereunder, to the extent permitted by law, Lessee grants to Lessor a first priority security interest in and to any personal property included in the Project Facilities and any and all proceeds, additions, accessions, repairs, modifications and replacements.

## ARTICLE VIII

### OPERATION AND MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

**Section 8.01 Operation and Maintenance of Project by Lessee.** Lessee will, at Lessee's own cost and expense, maintain, preserve, operate and keep the Project in good repair, working order and condition.

**Section 8.02 Taxes, Other Governmental Charges and Utility Charges.** In the event that the use, possession or acquisition of the Project is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay all such taxes and charges as they come due. This covenant shall survive any termination of this Lease.

**Section 8.03 Provisions Regarding Insurance.** At its own expense Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained (and evidenced by certificates delivered to Lessor throughout the Lease Term) in the amounts and for the coverages as set forth on **Exhibit F**, provided that the amount of casualty and property damage insurance shall not be less than the then applicable Purchase Price. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement.

**Section 8.04 Advances.** In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Project in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same, or may make such repairs or replacements as are necessary and provide for payment thereof, and all amounts so advanced therefor by Lessor shall be repaid to Lessor, together with interest thereon at the rate specified hereafter.

## ARTICLE IX

### DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

**Section 9.01 Damages, Destruction and Condemnation.** If (a) the Project or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Project or any part thereof is taken under the exercise of the power of eminent domain, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied either to the prompt repair, restoration, modification or replacement of the Project or, at Lessee's option, to the payment in full of the Purchase Price. Any balance of the Net Proceeds remaining after such work or purchase has been completed shall be paid to Lessee.

For purposes of Article VIII, Section 8.03, and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

**Section 9.02 Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or replacement of the Project, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, or (b) Lessee shall pay to Lessor the Purchase Price. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

## ARTICLE X

### TAX COVENANT

**Section 10.01 Tax Covenant.** It is the intention of the Lessee and the Lessor that the interest portion of the Lease Payments received by the Lessor be and remain excluded from gross income for purposes of federal income taxation. Lessee covenants that it will take any and all reasonable action necessary and within its power to maintain the exclusion from gross income for purposes of federal income taxation of the interest portion of the Lease Payment, and that it will not intentionally perform any act or enter into any agreement or use or permit the use of the Project or any portion thereof in a manner that shall have the effect of terminating the exclusion from gross income for purposes of federal income taxation of the interest portion of the Lease Payments.

## ARTICLE XI

### OPTION TO PURCHASE

#### **Section 11.01 Purchase price.**

- a) Lessee shall be entitled to purchase the Project upon payment in full of all Lease Payments when due in accordance with **Exhibit E** hereof and all other amounts due hereunder (in which event this option to purchase shall be deemed exercised automatically and without the necessity of any further notice or act by Lessee).
- b) Lessee's right to prepay the Lease Payments pursuant to this Lease shall be as follows:
  - i. No right to prepay within the first three (3) years from the Commencement Date;
  - ii. In year four (4), Lessee may prepay the Lease Payments but only on the anniversary of the Commencement Date, only if all Lease Payments are then current, and only upon payment of a four percent (4%) prepayment premium on the remaining principal balance;
  - iii. In year five (5), Lessee may prepay the Lease Payments but only on the anniversary of the Commencement Date, only if all Lease Payments are then

current, and only upon payment of a three percent (3%) prepayment premium on the remaining- principal balance;

- iv. In year six (6), Lessee may prepay the Lease Payments but only on the anniversary of the Commencement Date, only if all Lease Payments are then current, and only upon payment of a two percent (2%) prepayment premium on the remaining principal balance;
  - v. In year seven (7), Lessee may prepay the Lease Payments but only on the anniversary of the Commencement Date, only if all Lease Payments are then current, and only upon payment of a one percent (1%) prepayment premium on the remaining premium on the remaining principal balance;
  - vi. In years subsequent to year seven (7), prepayment of the Lease Payments may be made by Lessee without premium.
- (c) Except as provided in Sections 11.01 (a) and (b), Lessee shall have no option to purchase the Project or prepay the Lease Payments payable pursuant to this Lease.

## ARTICLE XII

### ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING

#### Section 12.01 Assignment or Sale by Lessor.

- a) This Agreement, Lessor's rights pursuant to this Lease, and the obligations of Lessee to make payments hereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees or subassignees by Lessor ("Transfer") provided that Lessor undertakes to comply with any applicable securities laws' requirements in connection with such disposition. Upon any sale, disposition, assignment or reassignment, Lessee shall be provided with a prior written notice of said assignment. During the term of the Agreement, Lessee shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Code.
- b) Lessee shall make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (except arising from Lessor's breach of this Agreement) that Lessee may from time to time have against Lessor or any other person. Lessee shall execute all documents, including notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by Lessor's assignee to protect its interests in the Project and in this Agreement.
- c) Lessee hereby agrees that Lessor may sell or offer to sell this Agreement (i) through a certificate of participation program, whereby two or more interests are created in the

Agreement, the Project or the Lease Payments ("Participation"), or (ii) in an asset Securitization with other similar instruments, agreements and obligations through a pool, trust, limited partnership, or other entity ("Securitization"); provided that in any such event Lessor undertakes to comply with any applicable securities laws requirements in connection with such disposition. Any such participation program or asset securitization may be in accordance with all requirements which may be imposed by the investors or the rating agencies involved in such securitized financing transaction, as selected by Lessor, or which may be imposed by applicable securities, tax or other laws or regulations.

- (d) Lessee shall cooperate in good faith with Lessor in connection with any Transfer, Participation and/or Securitization, including, without limitation, (i) providing such documents, financial and other data, and other information and materials ("Disclosures") which would typically be required with respect to Lessee by a purchaser, transferee, assignee, servicer, participant, investor or rating agency involved with respect to such Transfer, Participation and/or the Securitization, as applicable; provided, however, Lessee shall not be required to make Disclosures of any confidential information or any information which has not previously been made public unless required by applicable federal or state securities laws; and (ii) amending the terms of the transactions evidenced by this Lease to the extent necessary so as to satisfy the requirements of purchasers, transferees, assignees, servicers, participants, investors or selected rating agencies involved in any such Transfers, Participations or Securitization, so long as such amendments would not have a material adverse effect upon Lessee or the transactions contemplated hereunder.
- (e) Lessee consents to Lessor providing the Disclosures, as well as any other information which Lessor may now have or hereafter acquire with respect to the Project or the financial condition of Lessee, to each purchaser, transferee, assignee, servicer, participant, investor or rating agency involved with respect to each Transfer, Participation and/or Securitization, as applicable. Lessor and Lessee shall each pay their own attorneys fees and other out-of-pocket expenses incurred in connection with the performance of their respective obligations under this Section.

**Section 12.02 No Sale, Assignment or Subleasing, by Lessee.** This Agreement and the interest of Lessee in the Project may not be sold, assigned, subleased or encumbered by Lessee without the prior written consent of Lessor, during the term of this Lease, during the term of this Lease.

**Section 12.03 Release and Indemnification Covenants.** To the extent permitted by the laws and Constitution of the State of Incorporation, and the Chartering State Lessee shall protect, hold harmless and indemnify Lessor for, from and against any and all liability (including, without limitation, environmental liabilities), obligations, losses, claims and damages whatsoever, regardless of cause thereof, except those resulting from Lessor's intentional or grossly negligent acts, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement,

the ownership of the Project or any portion thereof, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of the Project or any portion thereof or any accident or other occurrence in connection with the operation, use, condition, possession, storage or return of the Project or any portion thereof resulting in damage to property or injury or death to any person. The indemnification arising under this paragraph shall survive the termination of this Agreement.

### ARTICLE XIII

#### EVENTS OF DEFAULT AND REMEDIES

**Section 13.01 Events of Default.** The following constitute "Events of Default" under this Agreement:

- (a) failure by the Lessee to pay any Lease Payment or other payment required to be paid hereunder when due (except in the Event of Nonappropriation); or
- (b) failure by the Lessee to maintain insurance on the Project in accordance with Article VIII, Section 8.01) hereof; or
- (c) failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed for a period of 30 days after written notice is given to the Lessee by the Lessor, specifying such failure and requesting that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within such 30-day period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected; or
- (d) initiation by the Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning its indebtedness.

The foregoing provisions of the Section are subject to the provisions of Article VI, Section 6.05, hereof.

**Section 13.02 Remedies on Default.** Whenever any Event of Default shall have occurred and be continuing, the Lessor shall have the right, at its sole option without any further demand or notice, to take any one or any combination of the following remedial steps:

- (a) Terminate this Agreement and retake possession of the Project or any portion thereof, wherever situated, and sell or lease, sublease or make other disposition of the Project or such portion thereof for use over a term in a commercially reasonable manner, all for the account of Lessor, provided that Lessee shall remain directly liable for the amount actually appropriated for the purchase or rental of the Project and unpaid by Lessee during the current fiscal year.

Lessor shall apply the sale proceeds in the following manner:

**FIRSTLY**, to pay all proper and reasonable costs and expenses associated with the recovery, repair, storage and sale of the Project or any portion thereof, including reasonable attorneys' fees and expenses;

**SECONDLY**, to pay the Lessor (1) the amount of all unpaid Lease Payments, if any, which are then due and owing, together with interest and late charge thereon, (ii) the then applicable Purchase Price (taking into account the payment of past due Lease Payments as aforesaid), plus a pro rata allocation of interest, at the rate utilized to establish the interest components for the Lease Payment next due, from the next preceding due date of a Lease Payment until the date of payment by the buyer, and (iii) any other amounts due hereunder;

**THIRDLY**, to pay the remainder of the sale proceeds, purchase moneys or other amounts paid by a buyer of the Project or a portion thereof, to the Lessee.

- (b) Proceed by appropriate court action to enforce performance by the Lessee of the applicable covenants of this Agreement or to recover for the breach thereof, or
- (c) Use or retake such portion of the Project as the Lessor, in its sole discretion, may decide.
- (d) All of the Lessee's right, title and interest in the Project, the possession of which is retaken by the Lessor upon the occurrence of an Event of Default or Event of Nonappropriation, shall terminate immediately upon such repossession.

**Section 13.03 Return of Project.** Upon an Event of Default, Lessee agrees to allow Lessor to recover the Project at Lessee's sole cost and expense, in accordance with Article VI, Section 6.05.

**Section 1303 No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity.

**Section 13.05 Late Charge; Interest on Late Payment.** Any Lease Payment not paid on the due date thereof shall bear a late charge equal to two percent (2%) of the amount of the past due Lease Payment, but in no event less than \$100.00. Any unpaid Lease Payment or other amount payable by Lessee to the Lessor hereunder, shall bear interest at the lesser of (a) the rate payable on the principal portion of the Purchase Price, plus five full percentage points per annum, or (b) the maximum rate allowed by law.

**Section 13.06 Force Majeure.** If by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligation to



make payments hereunder, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following; acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies, orders of restraints of any kind of the government of the United States of America, or the State of Incorporation and the Chartering State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides, earthquakes; fires; storms; droughts; floods; or explosions.

## ARTICLE XIV

### MISCELLANEOUS

**Section 14.01 Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses set forth on the first page hereof.

**Section 14.02 Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**Section 14.03 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 14.04 Amendments.** All amendments hereto must be in writing.

**Section 14.05 Execution in Counterparts.** This Agreement may be executed in several Counterparts.

**Section 14.06 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the Chartering State.

**Section 14.07 Captions.** The captions or headings in the Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**Section 14.08 Entire Agreement.** This Agreement constitutes the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Project leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized

representative acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

**Section 14.09 Conflict of Interest.** To the extent applicable by law, notice is hereby given of A.R.S. §38-51 1.

## **ARTICLE XV**

### **DEFEASANCE**

**Section 15.05 Defeasance.** The Lessee's obligations to pay the Purchase Price will be deemed to be paid and the Lessee's obligations under this Agreement will be discharged and satisfied upon the deposit by the Lessee with the Lessor of (a) moneys sufficient to pay the Purchase Price or (b) obligations which are directly issued or guaranteed by the United States of America or, the principal of and interest on which when due will provide sufficient moneys for such payment as verified by an independent public accounting firm.

[Remainder of Page left intentionally blank]

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name by its duly authorized officer, and Lessee has caused this Agreement to be executed in its name by its authorized officer. All of the above occurred as of the date first written on the heading hereof.

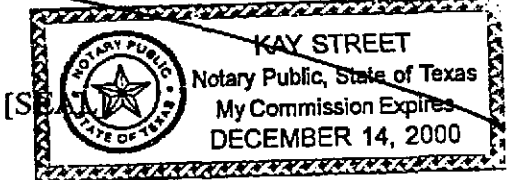
LESSOR: EQUIMOR HOLDINGS, INC.  
By: [Signature]  
Name: Robert R. Crawford  
Title: Vice President

LESSEE: KIPP, INC.  
By: [Signature]  
Name: Michael Feinberg  
Title: President

STATE OF TEXAS )  
~~ARIZONA~~ )  
HARRIS ) SS.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 10th day of July, 1998 by Robert R. Crawford the Vice President of Equi-Mor Holdings, Inc., a corporation, duly organized and existing under and by virtue of the laws of the State of Nevada, as such officer, on behalf of such corporation

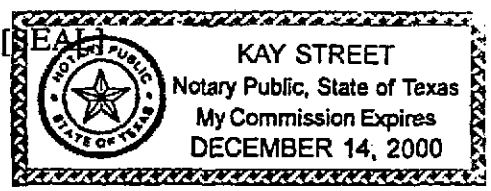
[Signature]  
Notary Public  
My Commission expires: \_\_\_\_\_



STATE OF TEXAS )  
COUNTY OF HARRIS ) SS.

The foregoing instrument was acknowledged before me this 10th day of July, 1998 by Michael Feinberg, the President of KIPP, Inc., a corporation, duly organized and existing under and by virtue of the laws of the State of Delaware, as such officer, on behalf of such corporation.

[Signature]  
Notary Public  
My Commission expires: \_\_\_\_\_



**KIPP, INC.  
COUNTY OF HARRIS  
STATE OF TEXAS**

**AUTHORIZING RESOLUTION**

A regular meeting of the Board of Directors (the "Board") of KIPP, INC. (the "Academy") was held on the 8th day of July, 1998, at 7:00 p.m.

The meeting was called to order by \_\_\_\_\_.

**PRESENT:** Karol Musher, Barbara Hurwitz, Chris Daniel, Debbie Hurwitz, Shawn Hurwitz, Marisa Ramirez, David Doll, Kathy Hooper, Mike Feinberg, Phyllis Childress, Sheilah Koweney, Julene Mohr, Sylvia Doyle, Harvin Moore, Kenneth Katz, Laurie Bieber, Mark Flag, and Hank Coleman

**ABSENT:** Sharon Bush and Harriet Ball

The following preamble and resolution were offered by Phyllis Childress, supported by Marisa Ramirez:

**WHEREAS**, the Board of the Academy has determined that it is in the interest of education in the Academy that the Academy purchase equipment, texts, and other personal property and construct improvements to a school building or facilities (the "Property"), in order to provide its educational program; and

**WHEREAS**, the Academy is authorized to acquire real and personal property for education purposes; and

**WHEREAS**, the Academy is authorized to obtain financing to defray the cost of purchasing the Property.

**NOW, THEREFORE, BE IT RESOLVED THAT**

1. The Academy shall purchase the Property as necessary and appropriate for its educational program, in an amount not to exceed \$2,100,000.00
2. The President of the Academy is directed to obtain the property by a Lease/Purchase Agreement, observing all necessary legal requirements.

3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Resolution declared adopted.

  
\_\_\_\_\_  
Assistant Secretary, Board of Directors

The undersigned duly qualified and acting Secretary of the Board of Directors of KIPP, Inc., Harris County, Texas, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board of Directors at a regular meeting held on July 8, 1998, the original of which resolution is a part of the Board's minutes and further certifies that notice of the meeting was given to the public under applicable law.

  
\_\_\_\_\_  
Assistant Secretary, Board of Directors

AWARDING RESOLUTION

KIPP, INC.  
COUNTY OF HARRIS  
STATE OF TEXAS

A regular meeting of the Board of Directors (the "Board") of KIPP, Inc. (the "Academy") was held on the 8th day of July, 1998, at 7:00 p.m.

The meeting was called to order by \_\_\_\_\_.

**PRESENT:** Karol Musher, Barbara Hurwitz, Chris Daniel, Debbie Hurwitz, Shawn Hurwitz, Marisa Ramirez, David Doll, Kathy Hooper, Mike Feinberg, Phyllis Childress, Sheilah Koweney, Julene Mohr, Sylvia Doyle, Harvin Moore, Kenneth Katz, Laurie Bieber, Mark Flagg, and Hank Coleman

**ABSENT:** Sharon Bush and Harriet Ball

The following preamble and resolution were offered by Phyllis Childress, supported by Marisa Ramirez:

**WHEREAS**, the Board on July 8, 1998, authorized the President to perform all necessary acts for the purchase of equipment and other personal property and the construction of improvements to a school building and facilities (the "Property"), and for financing to defray the purchase of the Property; and

**WHEREAS**, it has been determined that it is in the interest of education at the Academy to acquire the Property in an amount not to exceed \$2,100,000.00, and to enter into a Lease Purchase Agreement with Equi-Mor Holdings, Inc. (the "Agreement") as a vehicle for financing the purchase of the Property.

**NOW, THEREFORE, BE IT RESOLVED THAT**

1. Equi-Mor Holdings, Inc. is hereby named as the Lessor in the Agreement.
2. The Academy shall enter into the Agreement, attached and incorporated by reference into this Resolution, for the purchase of the Property, with principal and interest to be paid as set forth therein.
3. The President is authorized, empowered and directed to sign on behalf of the Academy, the Agreement, the Lease Payment Schedule, and any other addenda, schedules, Leases, UCC financing statements or other instruments issued under the provision of the Lease

and any other instrument or document which may be necessary or expedient in connection with the Agreement upon or fulfillment of the provisions of the Agreement.

4. The Board hereby covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of the interest component of the Lease from adjusted gross income for general federal income tax purposes, including, but not limited to, actions relating to the rebate of arbitrage earnings, if applicable.

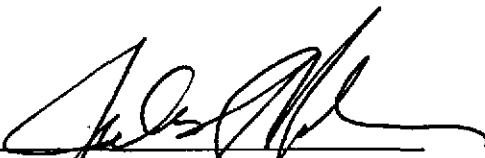
5. The Board of Directors hereby designates the Lease in accordance with Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), as a "qualified tax-exempt obligation" for the purposes of deduction of interest by financial institutions under the provisions of the Code. The Board covenants that not more than \$10,000,000 aggregate principal amount of obligations, the interest on which is excludable under Section 103 of the Code, has been or shall be issued by the Academy during the calendar year 1998. The Academy covenants to comply with all requirements of the Code that must be met after the Lease has been issued in order that the interest thereon may be excluded from gross income for Federal Income Tax purposes.

6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Resolution declared adopted.

  
\_\_\_\_\_  
Assistant Secretary, Board of Directors  
KIPP, Inc.

The undersigned duly qualified and acting Secretary of the Board of Directors of KIPP, Inc., Harris County, Texas, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board of Directors at a regular meeting held on July 8, 1998, the original of which resolution is a part of the Board's minutes and further certifies that notice of the meeting was given to the public under applicable law/


  
\_\_\_\_\_  
Assistant Secretary, Board of Directors

EXHIBIT C

**LIST OF EQUIPMENT AND OTHER PERSONAL PROPERTY  
PURCHASED UNDER THE AGREEMENT**

The following Equipment/Property will be located on the campus of KIPP Academy, at 3002 Fondren Road, Houston, Texas

Equipment/Property	Serial Number	Date of Delivery	Date of Acceptance
One (1) Ramtech Building Systems 24 x 64 RT 98 Modular Classroom	2132 A 2132 B		
One (1) Ramtech Building Systems 24 x 64 RT 98 Modular Classroom	2134 A 2134 B		
One (1) Ramtech Building Systems 24 x 64 RT 98 Modular Classroom	2135 A 2135 B		
One (1) Ramtech Building Systems 24 x 64 RT 98 Modular Classroom	2136 A 2136 B		
One (1) Ramtech Building Systems 24 x 64 RT 98 Modular Classroom	2137 A 2137 B		
One (1) Ramtech Building Systems 24 x 64 RT 98 Modular Classroom	2138 A 2138 B		
One (1) Ramtech Building Systems 24 x 64 RT 98 Modular Classroom	2139 A 2139 B		
One (1) Office Master of Texas 42 x 72 Modular Administration Building	T-0787147 T-0787148 T-0787149		
One (1) Office Master of Texas 32 x 72 Modular Food Services Building	T-0787142 T-0787143		
One (1) Office Master of Texas 14 x 48 Modular Lavatory Building	T-0787131		
One (1) Office Master of Texas 28 x 64 Modular Computer Classroom Building	T-0787134 T-0787135		
One (1) Office Master of Texas 28 x 64 Modular Science Classroom Building	T-0787138 T-0787139		

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**EXHIBIT C**  
continued

The following Equipment/Property will be located on the campus of Project YES, 2115 Runnels, Houston, Texas

Equipment/Property	Serial Number	Date of Delivery	Date of Acceptance
One (1) Ramtech Building Systems 24 x 64 RT 98 Modular Classroom	2039 A 2039 B		
One (1) Ramtech Building Systems 24 x 64 RT 98 Modular Classroom	2041 A 2041 B		
One (1) Ramtech Building Systems 24 x 64 RT 98 Modular Classroom	2043 A 2043 B		
One (1) Ramtech Building Systems 24 x 64 RT 98 Modular Classroom	2045 A 2045 B		
One (1) Ramtech Building Systems 24 x 64 RT 98 Modular Classroom	2047 A 2047 B		
One (1) Ramtech Building Systems 24 x 64 RT 98 Modular Classroom	2055 A 2055 B		
One (1) Office Master of Texas 42 x 72 Modular Administration Building	T-0787144 T-0787145 T-0787146		
One (1) Office Master of Texas 32 x 72 Modular Food Services Building	T-0787140 T-0787141		
One (1) Office Master of Texas 14 x 48 Modular Lavatory Building	T-0787130		
One (1) Office Master of Texas 28 x 64 Modular Computer Classroom Building	T-0787132 T-0787133		
One (1) Office Master of Texas 28 x 64 Modular Science Classroom Building	T-0787136 T-0787137		

## ITEMIZATION OF AMOUNT FINANCED FOR KIPP, INC.

	Paid By Customer	Financed In Lease
Underwriting Fee	\$ -	\$ 63,000.00
Appraisal Fee	\$ -	\$ -
Phase I Fee	\$ -	\$ -
Title Insurance	\$ -	\$ -
Flood Certificate	\$ -	\$ -
UCC Filings	\$ -	\$ -
Deed Recording	\$ -	\$ -
Title Company Closing Fee	\$ -	\$ -
Gateway Development Res. - Improvements	\$ -	\$ 534,552.00
3002 Fondren Modulares (Mod Sub 1)	\$ -	\$ 699,765.00
2113 Furnells Modulares (Mod Sub 2)	\$ -	\$ 657,730.00
Contingency	\$ -	\$ 144,953.00
Other	\$ -	\$ -
Other	\$ -	\$ -
Other	\$ -	\$ -
<b>TOTAL</b>	\$ -	\$ 2,100,000.00
<b>Total Lease Amount</b>	\$ 2,100,000.00	
<b>Proceeds To Customer</b>	\$ -	

Acknowledged and Approved this 10th day of July, 1998

KIPP, INC.

By: 

Name: Michael Feinberg

Title: President

EXHIBIT "C-1"

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EXHIBIT D  
LEASE PAYMENT SCHEDULE  
KIPP, INC.

Compound Period .....: Monthly

## CASH FLOW DATA

Event	Start Date	Amount	Number Period	End Date
1 Lease	07/13/1998	2,100,000.00	1	
2 Payment	08/10/1998	28,201.61	144 Monthly	07/10/2010

## AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Lease 07/13/1998				2,100,000.00
1 08/10/1998	28,201.61	20,416.67	7,784.94	2,092,215.06
2 09/10/1998	28,201.61	21,793.91	6,407.70	2,085,807.36
3 10/10/1998	28,201.61	21,727.16	6,474.45	2,079,332.91
4 11/10/1998	28,201.61	21,659.72	6,541.89	2,072,791.02
5 12/10/1998	28,201.61	21,591.57	6,610.04	2,066,180.98
6 01/10/1999	28,201.61	21,522.72	6,678.89	2,059,502.09
7 02/10/1999	28,201.61	21,453.15	6,748.46	2,052,753.63
8 03/10/1999	28,201.61	21,382.85	6,818.76	2,045,934.87
9 04/10/1999	28,201.61	21,311.82	6,889.79	2,039,045.08
10 05/10/1999	28,201.61	21,240.05	6,961.56	2,032,083.52
11 06/10/1999	28,201.61	21,167.54	7,034.07	2,025,049.45
1999 Totals	310,217.71	235,267.16	74,950.55	
12 07/10/1999	28,201.61	21,094.27	7,107.34	2,017,942.11
13 08/10/1999	28,201.61	21,020.23	7,181.38	2,010,760.73
14 09/10/1999	28,201.61	20,945.42	7,256.19	2,003,504.54
15 10/10/1999	28,201.61	20,869.84	7,331.77	1,996,172.77
16 11/10/1999	28,201.61	20,793.47	7,408.14	1,988,764.63
17 12/10/1999	28,201.61	20,716.30	7,485.31	1,981,279.32
18 01/10/2000	28,201.61	20,638.33	7,563.28	1,973,716.04
19 02/10/2000	28,201.61	20,559.54	7,642.07	1,966,073.97
20 03/10/2000	28,201.61	20,479.94	7,721.67	1,958,352.30
21 04/10/2000	28,201.61	20,399.50	7,802.11	1,950,550.19
22 05/10/2000	28,201.61	20,318.23	7,883.38	1,942,666.81
23 06/10/2000	28,201.61	20,236.11	7,965.50	1,934,701.31

LESSOR

LESSEE

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EXHIBIT D  
LEASE PAYMENT SCHEDULE  
KIPP, INC.

Date	Payment	Interest	Principal	Balance
2000 Totals	338,419.32	248,071.18	90,348.14	
24 07/10/2000	28,201.61	20,153.14	8,048.47	1,926,652.84
25 08/10/2000	28,201.61	20,069.30	8,132.31	1,918,520.53
26 09/10/2000	28,201.61	19,984.59	8,217.02	1,910,303.51
27 10/10/2000	28,201.61	19,898.99	8,302.62	1,902,000.89
28 11/10/2000	28,201.61	19,812.51	8,389.10	1,893,611.79
29 12/10/2000	28,201.61	19,725.12	8,476.49	1,885,135.30
30 01/10/2001	28,201.61	19,636.83	8,564.78	1,876,570.52
31 02/10/2001	28,201.61	19,547.61	8,654.00	1,867,916.52
32 03/10/2001	28,201.61	19,457.46	8,744.15	1,859,172.37
33 04/10/2001	28,201.61	19,366.38	8,835.23	1,850,337.14
34 05/10/2001	28,201.61	19,274.35	8,927.26	1,841,409.88
35 06/10/2001	28,201.61	19,181.35	9,020.26	1,832,389.62
2001 Totals	338,419.32	236,107.63	102,311.69	
36 07/10/2001	28,201.61	19,087.39	9,114.22	1,823,275.40
37 08/10/2001	28,201.61	18,992.45	9,209.16	1,814,066.24
38 09/10/2001	28,201.61	18,896.52	9,305.09	1,804,761.15
39 10/10/2001	28,201.61	18,799.60	9,402.01	1,795,359.14
40 11/10/2001	28,201.61	18,701.66	9,499.95	1,785,859.19
41 12/10/2001	28,201.61	18,602.70	9,598.91	1,776,260.28
42 01/10/2002	28,201.61	18,502.71	9,698.90	1,766,561.38
43 02/10/2002	28,201.61	18,401.68	9,799.93	1,756,761.45
44 03/10/2002	28,201.61	18,299.60	9,902.01	1,746,859.44
45 04/10/2002	28,201.61	18,196.45	10,005.16	1,736,854.28
46 05/10/2002	28,201.61	18,092.23	10,109.38	1,726,744.90
47 06/10/2002	28,201.61	17,986.93	10,214.68	1,716,530.22
2002 Totals	338,419.32	222,559.92	115,859.40	
48 07/10/2002	28,201.61	17,880.52	10,321.09	1,706,209.13
49 08/10/2002	28,201.61	17,773.01	10,428.60	1,695,780.53
50 09/10/2002	28,201.61	17,664.38	10,537.23	1,685,243.30
51 10/10/2002	28,201.61	17,554.62	10,646.99	1,674,596.31
52 11/10/2002	28,201.61	17,443.71	10,757.90	1,663,838.41
53 12/10/2002	28,201.61	17,331.65	10,869.96	1,652,968.45
54 01/10/2003	28,201.61	17,218.42	10,983.19	1,641,985.26
55 02/10/2003	28,201.61	17,104.01	11,097.60	1,630,887.66

LESSOR

LESSEE

EXHIBIT D  
LEASE PAYMENT SCHEDULE  
KIPP, INC.

Date	Payment	Interest	Principal	Balance
56 03/10/2003	28,201.61	16,988.41	11,213.20	1,619,674.46
57 04/10/2003	28,201.61	16,871.61	11,330.00	1,608,344.46
58 05/10/2003	28,201.61	16,753.59	11,448.02	1,596,896.44
59 06/10/2003	28,201.61	16,634.34	11,567.27	1,585,329.17
2003 Totals	338,419.32	207,218.27	131,201.05	
60 07/10/2003	28,201.61	16,513.85	11,687.76	1,573,641.41
61 08/10/2003	28,201.61	16,392.10	11,809.51	1,561,831.90
62 09/10/2003	28,201.61	16,269.08	11,932.53	1,549,899.37
63 10/10/2003	28,201.61	16,144.79	12,056.82	1,537,842.55
64 11/10/2003	28,201.61	16,019.19	12,182.42	1,525,660.13
65 12/10/2003	28,201.61	15,892.29	12,309.32	1,513,350.81
66 01/10/2004	28,201.61	15,764.07	12,437.54	1,500,913.27
67 02/10/2004	28,201.61	15,634.51	12,567.10	1,488,346.17
68 03/10/2004	28,201.61	15,503.61	12,698.00	1,475,648.17
69 04/10/2004	28,201.61	15,371.34	12,830.27	1,462,817.90
70 05/10/2004	28,201.61	15,237.69	12,963.92	1,449,853.98
71 06/10/2004	28,201.61	15,102.65	13,098.96	1,436,755.02
2004 Totals	338,419.32	189,845.17	148,574.15	
72 07/10/2004	28,201.61	14,966.20	13,235.41	1,423,519.61
73 08/10/2004	28,201.61	14,828.33	13,373.28	1,410,146.33
74 09/10/2004	28,201.61	14,689.02	13,512.59	1,396,633.74
75 10/10/2004	28,201.61	14,548.27	13,653.34	1,382,980.40
76 11/10/2004	28,201.61	14,406.05	13,795.56	1,369,184.84
77 12/10/2004	28,201.61	14,262.34	13,939.27	1,355,245.57
78 01/10/2005	28,201.61	14,117.14	14,084.47	1,341,161.10
79 02/10/2005	28,201.61	13,970.43	14,231.18	1,326,929.92
80 03/10/2005	28,201.61	13,822.19	14,379.42	1,312,550.50
81 04/10/2005	28,201.61	13,672.40	14,529.21	1,298,021.29
82 05/10/2005	28,201.61	13,521.06	14,680.55	1,283,340.74
83 06/10/2005	28,201.61	13,368.13	14,833.48	1,268,507.26
2005 Totals	338,419.32	170,171.56	168,247.76	
84 07/10/2005	28,201.61	13,213.62	14,987.99	1,253,519.27
85 08/10/2005	28,201.61	13,057.49	15,144.12	1,238,375.15
86 09/10/2005	28,201.61	12,899.74	15,301.87	1,223,073.28
87 10/10/2005	28,201.61	12,740.35	15,461.26	1,207,612.02

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**EXHIBIT D**  
**LEASE PAYMENT SCHEDULE**  
**KIPP, INC.**

Date	Payment	Interest	Principal	Balance
88 11/10/2005	28,201.61	12,579.29	15,622.32	1,191,989.70
89 12/10/2005	28,201.61	12,416.56	15,785.05	1,176,204.65
90 01/10/2006	28,201.61	12,252.13	15,949.48	1,160,255.17
91 02/10/2006	28,201.61	12,085.99	16,115.62	1,144,139.55
92 03/10/2006	28,201.61	11,918.12	16,283.49	1,127,856.06
93 04/10/2006	28,201.61	11,748.50	16,453.11	1,111,402.95
94 05/10/2006	28,201.61	11,577.11	16,624.50	1,094,778.45
95 06/10/2006	28,201.61	11,403.94	16,797.67	1,077,980.78
2006 Totals	338,419.32	147,892.84	190,526.48	
96 07/10/2006	28,201.61	11,228.97	16,972.64	1,061,008.14
97 08/10/2006	28,201.61	11,052.17	17,149.44	1,043,858.70
98 09/10/2006	28,201.61	10,873.53	17,328.08	1,026,530.62
99 10/10/2006	28,201.61	10,693.03	17,508.58	1,009,022.04
100 11/10/2006	28,201.61	10,510.65	17,690.96	991,331.08
101 12/10/2006	28,201.61	10,326.37	17,875.24	973,455.84
102 01/10/2007	28,201.61	10,140.17	18,061.44	955,394.40
103 02/10/2007	28,201.61	9,952.03	18,249.58	937,144.82
104 03/10/2007	28,201.61	9,761.93	18,439.68	918,705.14
105 04/10/2007	28,201.61	9,569.85	18,631.76	900,073.38
106 05/10/2007	28,201.61	9,375.76	18,825.85	881,247.53
107 06/10/2007	28,201.61	9,179.66	19,021.95	862,225.58
2007 Totals	338,419.32	122,664.12	215,755.20	
108 07/10/2007	28,201.61	8,981.52	19,220.09	843,005.49
109 08/10/2007	28,201.61	8,781.31	19,420.30	823,585.19
110 09/10/2007	28,201.61	8,579.01	19,622.60	803,962.59
111 10/10/2007	28,201.61	8,374.61	19,827.00	784,135.59
112 11/10/2007	28,201.61	8,168.08	20,033.53	764,102.06
113 12/10/2007	28,201.61	7,959.40	20,242.21	743,859.85
114 01/10/2008	28,201.61	7,748.54	20,453.07	723,406.78
115 02/10/2008	28,201.61	7,535.49	20,666.12	702,740.66
116 03/10/2008	28,201.61	7,320.22	20,881.39	681,859.27
117 04/10/2008	28,201.61	7,102.70	21,098.91	660,760.36
118 05/10/2008	28,201.61	6,882.92	21,318.69	639,441.67
119 06/10/2008	28,201.61	6,660.85	21,540.76	617,900.91
2008 Totals	338,419.32	94,094.65	244,324.67	

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EXHIBIT D  
LEASE PAYMENT SCHEDULE  
KIPP, INC.

Date	Payment	Interest	Principal	Balance
120 07/10/2008	28,201.61	6,436.47	21,765.14	596,135.77
121 08/10/2008	28,201.61	6,209.75	21,991.86	574,143.91
122 09/10/2008	28,201.61	5,980.67	22,220.94	551,922.97
123 10/10/2008	28,201.61	5,749.20	22,452.41	529,470.56
124 11/10/2008	28,201.61	5,515.32	22,686.29	506,784.27
125 12/10/2008	28,201.61	5,279.00	22,922.61	483,861.66
126 01/10/2009	28,201.61	5,040.23	23,161.38	460,700.28
127 02/10/2009	28,201.61	4,798.96	23,402.65	437,297.63
128 03/10/2009	28,201.61	4,555.18	23,646.43	413,651.20
129 04/10/2009	28,201.61	4,308.87	23,892.74	389,758.46
130 05/10/2009	28,201.61	4,059.98	24,141.63	365,616.83
131 06/10/2009	28,201.61	3,808.51	24,393.10	341,223.73
2009 Totals	338,419.32	61,742.14	276,677.18	
132 07/10/2009	28,201.61	3,554.41	24,647.20	316,576.53
133 08/10/2009	28,201.61	3,297.67	24,903.94	291,672.59
134 09/10/2009	28,201.61	3,038.26	25,163.35	266,509.24
135 10/10/2009	28,201.61	2,776.14	25,425.47	241,083.77
136 11/10/2009	28,201.61	2,511.29	25,690.32	215,393.45
137 12/10/2009	28,201.61	2,243.68	25,957.93	189,435.52
138 01/10/2010	28,201.61	1,973.29	26,228.32	163,207.20
139 02/10/2010	28,201.61	1,700.08	26,501.53	136,705.67
140 03/10/2010	28,201.61	1,424.02	26,777.59	109,928.08
141 04/10/2010	28,201.61	1,145.08	27,056.53	82,871.55
142 05/10/2010	28,201.61	863.25	27,338.36	55,533.19
143 06/10/2010	28,201.61	578.47	27,623.14	27,910.05
2010 Totals	338,419.32	25,105.64	313,313.68	
144 07/10/2010	28,201.61	291.56	27,910.05	0.00
2011 Totals	28,201.61	291.56	27,910.05	
Grand Totals	4,061,031.84	1,961,031.84	2,100,000.00	

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EXHIBIT D  
LEASE PAYMENT SCHEDULE  
KIPP, INC.

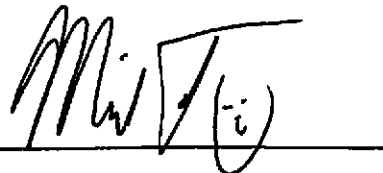
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Last interest amount increased by 0.83 due to rounding.

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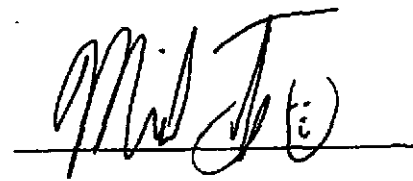
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LESSOR



LESSEE



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ACCEPTANCE CERTIFICATE AND AFFIDAVIT  
OF CHARTER SCHOOL ADMINISTRATOR

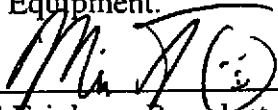
STATE OF TEXAS            )  
  ) SS.  
COUNTY OF HARRIS        )

Michael Feinberg, being first duly sworn, deposes and says:

1. He is the President of KIPP, Inc. (the "Academy"), City of Houston, County of Harris, State of Texas, and he has personal knowledge of the matters addressed in this Affidavit.
2. He has read the Lease Purchase Agreement dated July 10, 1998 (the "Agreement"), between the Academy and Equi-Mor Holdings, Inc. (the "Lessor"), and reviewed the Exhibits attached thereto. The proceedings, including Board resolutions and certifications, have not been rescinded, amended or modified in any manner whatsoever.
3. The Academy is chartered by the Texas State Board of Education. The Charter is renewable under state law.
4. The Academy covenants to comply with the terms of its Charter and all applicable law, and further covenants not to take any action which may result in revocation of its Charter.
5. That at the time of the taking of the various proceedings contained in the foregoing transcript, the persons named as being members of the Board of Directors of the Academy constituted all of and were at such time the duly qualified and acting members of the Board of Directors.
6. The Academy has inspected and accepted the equipment listed in Exhibit C of the Agreement (the "Property"), purchased under the terms of the Agreement, and acknowledges its suitability for its intended purposes.
7. The Property is necessary for the educational purposes of the Academy.
8. The estimated useful life of the Property is twenty (20) years, based on manufacturer's representations and the experience of Academy administrators.
9. The Academy has complied with applicable acquisition requirements.

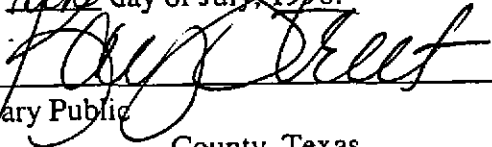
10. The Academy, in accordance with requirements of the law, has fully budgeted and appropriated funds for the current budget year to meet its obligation for the Term, as defined in the Agreement.

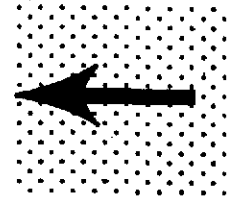
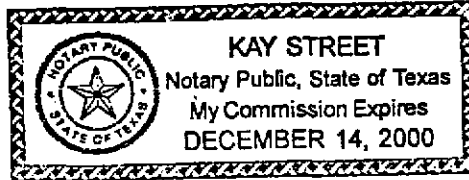
11. No litigation is presently pending or threatened in any court or before any governmental authority, arbitration board, or tribunal which, if determined adversely to the Academy, would adversely affect the transactions contemplated by the Lessor, of the security interest of the Lessor or its assigns as the case may be, in the Equipment.

  
\_\_\_\_\_  
Michael Feinberg, President



Subscribed and sworn to before me  
this 10th day of July, 1998.

  
\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Texas  
My commission expires: \_\_\_\_\_



NOI ANIZE

CERTIFICATE CONCERNING INSURANCE COVERAGE REQUIREMENTS

TO: EQUI-MOR HOLDINGS, INC.  
14614 N. Kierland Boulevard, Suite N-210  
Scottsdale, Arizona 85254

FROM: KIPP, INC.  
2115 Runnels  
Houston, Texas 77003

SUBJECT: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with Section 6.03 of the Agreement, we have instructed the insurance agent named below:

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone No: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

to issue

- a) All Risk Physical Damage Insurance on the Project evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming *Equi-Mor Holdings, Inc.*, as Lessor ("Lessor") as loss payee.
- b) Public Liability Insurance evidenced by a Certificate of Insurance naming Lessor and/or its assigns as an Additional Insured.

Minimum Coverage Required:

**\$1,000,000.00 per person**  
**\$3,000,000.00 aggregate bodily injury liability**  
**\$1,000,000.00 property damage liability**

or,

10. The Academy, in accordance with requirements of the law, has fully budgeted and appropriated funds for the current budget year to meet its obligation for the Term, as defined in the Agreement.

11. No litigation is presently pending or threatened in any court or before any governmental authority, arbitration board, or tribunal which, if determined adversely to the Academy, would adversely affect the transactions contemplated by the Lessor, of the security interest of the Lessor or its assigns as the case may be, in the Equipment.

\_\_\_\_\_  
Michael Feinberg, President

Subscribed and sworn to before me  
this \_\_\_\_\_ day of July, 1998.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_ County, Texas

My commission expires: \_\_\_\_\_

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TAX COMPLIANCE CERTIFICATE  
OF LESSEE

Pertaining to

CHARTER SCHOOL LEASE-PURCHASE AGREEMENT  
BETWEEN  
EQUI-MOR HOLDINGS, INC.  
AND  
KIPP, INC.  
DATED AS OF July 10, 1998

The KIPP, Inc., as lessee (the "Lessee"), by its officer signing this Certificate, certifies, represents, and covenants as follows with respect to the captioned Lease Purchase Agreement (Personal Property) (the "Lease"), dated as of July 10, 1998, between the Lessee and Equi-Mor Holdings, Inc., as lessor (the "Lessor"). All statements in this Certificate are of facts or, as to events to occur in the future, reasonable expectations.

1. No Proceeds. The Lessor has agreed to purchase the Equipment (as described in the Lease) directly from the vendor or supplier of the Equipment. The Lessee has not and does not expect to receive any money from the Lessor in connection with the Lease, except in connection with a Reimbursement Allocation. The financial records of the Lessee kept with respect to the Lease will show a Reimbursement Allocation under which \$0.00 of proceeds of the Lease have been returned to the fund or account of the Lessee from which such amount was originally and temporarily advanced to finance a portion of the cost of the Equipment paid before this date. This date is not more than (A) 18 months after the later of the date such expenditures were paid or the date on which the Equipment is placed in service or (B) three years after the original expenditures were paid.

2. Same Issue. The Lessee has not entered and will not enter into any other obligations within the period beginning 15 days before the commencement date of the Lease and ending 15 days after that commencement date, pursuant to the same plan of financing with the Lease that are expected to be paid from substantially the same source of funds as the payments under the Lease. Accordingly, no obligations other than the Lease are part of the same "issue" with the Lease.

3. Lessee. The Lessee is a Governmental Unit.

4. No Replacement Fund or Assured Available Funds. The Lessee has not established and does not expect to establish or use any sinking fund, debt service fund, redemption fund, reserve or replacement fund, or similar fund, or any other fund to make payments on the Lease. No money or Investment Property is or will be pledged as collateral or used for payments on the Lease (or for the reimbursement of any others who may provide money to make those

payments), or is or will be restricted, dedicated, encumbered, or set aside in any way as to afford the Lessor or its successors reasonable assurance of the availability of such money or Investment Property to make payments on the Lease.

5. Disposition of Equipment. The Lessee does not intend to sell or otherwise dispose of the Equipment or any portion thereof during the term of the Lease except for dispositions of property in the normal course at the end of such property's useful life to the Lessee.

6. No Other Replacement Proceeds. The Lease has a weighted average maturity that does not exceed 120% of the weighted average reasonably expected economic life of the Equipment.

7. Not Private Activity Bonds. The Lease will not constitute Private Activity Bonds based on the following:

(A) Not more than 5% of the Proceeds will be used for a Private Business Use and not more than 5% of the payments under the Lease will be paid from or secured by payments with respect to property, or secured by property, used for a Private Business Use.

(B) Less than 5% of the Proceeds will be used to make or finance loans to any Private Person.

8. Lease Not Federally Guaranteed. The Lease is not Federally Guaranteed.

9. Not Hedge Bonds. The Lessee will take possession and begin to use the Equipment within three years from the date hereof.

10. Internal Revenue Service Information Return. Within the time prescribed by the Internal Revenue Service under Section 149(e), the Lessee will file with the Internal Revenue Service an Information Return setting forth the required information relating to the Lease in the form attached hereto as Attachment C. The information reported on that Information Return is true, correct, and complete to the best of the knowledge and belief of the undersigned.

11. Responsibility of Officer. The officer signing this Certificate is one of the officers of the Lessee responsible for entering into the Lease.

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To the best of the knowledge, information, and belief of the undersigned, all expectations stated in this Certificate and in Attachment B are the expectations of the Lessee and *are reasonable, all facts stated are true, and there are no other existing facts, estimates, or circumstances that would or could materially change the statements made in this Certificate or in Attachment B.* The certifications and representations made in this Certificate are intended to be relied upon as certifications described in Regulations § 1.148-2(b). The Lessee acknowledges that any change in the facts or expectations from those set forth in this Certificate or in Attachment B may result in different requirements or a change in status of the Lease or interest thereon under the Code, and that legal counsel should be contacted if such changes are to occur or have occurred.

The date of this Certificate is July 10, 1998.

KIPP, INC.

By: 

Name: Michael Feinberg

Title: President

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**\*8038 FORM\***

**PAGES 233 - 235 = 3 PAGES**

UNDER SECTION 6103(a) OF U.S. CODE TITLE 26

3 PAGES HAVE BEEN WITHHELD

**List of Attachments**

**Attachment A -- Definitions for Tax Compliance Certificate**

**Attachment B -- Lessor's Certificate**

**Attachment C -- IRS Information Return**

## Attachment A

### Definitions for Tax Compliance Certificate

The following terms, as used in Attachment A and in the Tax Compliance Certificate to which it is attached and in the other Attachments to the Tax Compliance Certificate, have the following meanings unless therein otherwise defined or unless a different meaning is indicated by the context in which the term is used. Capitalized terms used within these definitions that are not defined in Attachment A have the meanings ascribed to them in the Tax Compliance Certificate to which this Attachment A is attached. The word "issue," in upper or lower case, refers either to the Lease or to another issue of obligations or portion thereof treated as a separate issue for the applicable purposes of Section 148, as the context requires. The word "obligation" or "obligations," in lower case, includes any obligation, whether in the form of bonds, notes, certificates, or any other obligation that is a "bond" within the meaning of Section 150(a)(1). All capitalized terms used in this Certificate include either the singular or the plural. All terms used in this Attachment A or in the Tax Compliance Certificate to which this Attachment A is attached, including terms specifically defined, shall be interpreted in a manner consistent with Sections 103 and 141-150 and the applicable Regulations thereunder except as otherwise specified. All references to Section, unless otherwise noted, refer to the Code.

"Advance Refunding Issue" means any Refunding Issue that is not a Current Refunding Issue. Where appropriate, the term Advance Refunding Issue shall include the Advance Refunding Portion of a multipurpose issue.

"Advance Refunding Portion" means that portion of a multipurpose issue that is allocable to a separate governmental purpose and that would be treated as an Advance Refunding Issue if it were in fact a separate issue.

"Available Amounts" means any amounts that are available to the Issuer to pay Working Capital Expenditures of the type financed by the issue, excluding Proceeds of the issue, but including cash, investments, and other amounts held in accounts or otherwise by the Issuer or a Related Party if those amounts may be used by the Issuer for Working Capital Expenditures of the type being financed by the Issue without legislative or judicial action and without a legislative, judicial, or contractual requirement that those amounts be reimbursed.

"Available Construction Proceeds" means an amount equal to (a) the sum of (i) the Issue Price of the issue, (ii) Investment Proceeds on that Issue Price, (iii) earnings on any reasonably required reserve or replacement fund allocated to the issue not funded from the Issue Price, and (iv) Investment Proceeds and earnings on (ii) and (iii), (b) reduced by the portions, if any, of the Issue Price of the issue (i) attributable to Pre-Issuance Accrued Interest and earnings thereon, (ii) allocated to the Underwriter's discount, (iii) used to pay other Issuance Costs of the issue, and (iv) deposited in a reasonably required reserve or replacement fund allocated to the issue. Available Construction Proceeds do not include Investment Proceeds or earnings on a reasonably required reserve or replacement fund allocated to the issue for any period after the earlier of (a) the close of the 2-year period that begins on the Issuance Date or (b) the date the construction of the Projects

financed by the issue is substantially completed. If the issue consists of a New Money Portion and a Refunding Portion and the New Money Portion is a Construction Issue, this definition shall be applied by substituting "New Money Portion" for "issue" each place the latter term appears. If the issue or the New Money Portion, as applicable, is not a Construction Issue, and the Issuer makes the election under Regulations §1.148-7(j)(1) and Section 148(f)(4)(C)(v) to treat the issue or the New Money Portion as two separate issues consisting of the Construction Portion and the Nonconstruction Portion, this definition shall be applied by substituting "Construction Portion" for "issue" each place the latter term appears.

"Bona Fide Debt Service Fund" means a fund, including a portion of or an account in that fund (or in the case of a fund established for two or more bond or note issues, the portion of that fund properly allocable to an issue) or a combination of such funds, accounts or portions that is used primarily to achieve a proper matching of revenues with Debt Service on an issue within each Bond Year and that is depleted at least once each year except for a reasonable carryover amount not to exceed the greater of the earnings thereon for the immediately preceding Bond Year or one-twelfth of the annual Debt Service on the issue for the immediately preceding Bond Year.

"Bond Year" means the annual period relevant to the application of Section 148(f) to the issue, except that the first and last Bond Years may be less than 12 months long. The last day of a Bond Year shall be the close of business on the day preceding the anniversary of the Issuance Date of the issue unless the Issuer selects another date on which to end a Bond Year in the manner permitted by the Code.

"Capital Expenditures" means costs of a type that are properly chargeable to capital account (or would be so chargeable with a proper election) under general federal income tax principles.

"Code" means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

"Commingled Fund" means any fund or account of the Issuer that contains both Gross Proceeds of an issue and amounts in excess of \$25,000 that are not Gross Proceeds of that issue if the amounts in the fund or account are invested and accounted for collectively, without regard to the source of funds deposited in the fund or account.

"Commingled Investment Proceeds" means, in the case of certain issues specified in Regulations §1.148-6(d)(6), Investment Proceeds of such issue (other than Investment Proceeds held in a Refunding Escrow) that are deposited in a Commingled Fund with substantial tax or other revenues from governmental operations of the Issuer and that are reasonably expected to be spent for governmental purposes within 6 months from the date of deposit in the Commingled Fund, using any reasonable accounting assumptions.

"Computation Date" means each date on which the Rebate Amount for an issue is required to be computed under Regulations §1.148-3(e). In the case of a Fixed Yield Issue, the first Computation Date shall not be later than 5 years after the Issuance Date of the issue. Subsequent Computation Dates shall be not later than 5 years after the immediately preceding Computation Date for which an installment payment of the Rebate Amount was paid. In the case of Variable Yield Issue, the first Computation Date shall be the last day of any Bond Year irrevocably selected by the Issuer ending on or before the fifth anniversary of the Issuance Date of such issue and subsequent Computation Dates shall be the last day of each Bond Year thereafter or each fifth Bond Year thereafter, whichever is irrevocably selected by the Issuer after the first date on which any portion of the Rebate Amount is required to be paid to the United States. The final Computation Date is the date an issue is retired.

"Conduit Borrower" means the obligor on a purpose investment.

"Conduit Financing Issue" means an issue the Proceeds of which are reasonably expected to be used to finance at least one Conduit Loan.

"Conduit Loan" means a purpose investment acquired by an issuer with Proceeds of a Conduit Financing Issue, thereby effecting a loan to the Conduit Borrower.

"Construction Expenditures" means Capital Expenditures allocable to the cost of real property (including the construction or making of improvements to real property, but excluding acquisitions of interests in land or other existing real property) or constructed personal property within the meaning of Regulations §1.148-7(g).

"Construction Issue" means an issue at least 75 percent of the Available Construction Proceeds of which are to be used for Construction Expenditures with respect to property which is or is to be owned by a Governmental Unit or a 501(c)(3) Organization. If an election under Section 148(f)(4)(C)(v) and Regulations 1.148-7(j) is made to bifurcate an issue or the New Money Portion, that portion of the issue or the New Money Portion which satisfies the 75 percent test stated in the preceding sentence and which finances 100% of the Construction Expenditures is the Construction Issue.

"Controlled Group" means a group of entities controlled directly or indirectly by the same entity or group of entities within the meaning of Regulations §1.150-1(e).

"Current Refunding Issue" means a Refunding Issue that is issued not more than 90 days before the last expenditure of any Proceeds of the Refunding Issue for the payment of Debt Service on the Prior Issue. Where appropriate, the term Current Refunding Issue shall include the Current Refunding Portion of a multipurpose issue.

"Current Refunding Portion" means that portion of a multipurpose issue that constitutes a separate governmental purpose and that would be treated as a Current Refunding Issue if it were in fact a separate issue.

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"Debt Service" means principal of and interest and any premium redemption on an issue.

"Excess Gross Proceeds" means all Gross Proceeds of an Advance Refunding Issue or Advance Refunding Portion that exceed an amount equal to 1 percent of the Sale Proceeds of such Advance Refunding Issue or Advance Refunding Portion, other than Gross Proceeds allocable to: (a) payment of Debt Service on the Prior Issue; (b) payment of Pre-Issuance Accrued Interest on the Advance Refunding Issue or Advance Refunding Portion and interest on the Advance Refunding Issue or Advance Refunding Portion that accrues for a period up to the completion date of any capital project financed by the Prior Issue, plus one year; (c) a reasonably required reserve or replacement fund for the Advance Refunding Issue or Advance Refunding Portion or Investment Proceeds of such fund; (d) payment of Issuance Costs of the Advance Refunding Issue or Advance Refunding Portion; (e) payment of administrative costs allocable to repaying the Prior Issue, carrying and repaying the Advance Refunding Issue or Advance Refunding Portion, or investments of the Advance Refunding Issue or Advance Refunding Portion; (f) Transferred Proceeds allocable to expenditures for the governmental purpose of the Prior Issue; (g) interest on purpose investments; (h) Replacement Proceeds in a sinking fund for the Advance Refunding Issue or Advance Refunding Portion; and (i) fees for a Qualified Guarantee for the Advance Refunding Issue, the Advance Refunding Portion or the Prior Issue.

"Federally Guaranteed" means that (a) the payment of Debt Service on an issue, or the payment of principal or interest with respect to any loans made from the Proceeds of an issue, is directly or indirectly guaranteed in whole or in part by the United States or by an agency or instrumentality of the United States, within the meaning of Section 149(b), or (b) more than 5% of the Proceeds of an issue will be invested directly or indirectly in federally insured deposits or accounts. The preceding sentence does not apply to (a) Proceeds invested during the initial Temporary Period until such Proceeds are needed to pay costs of the Project, (b) investments of a Bona Fide Debt Service Fund, (c) direct purchases from the United States of obligations issued by the United States Treasury, or (d) other investments permitted by Section 149(b) or Regulations §1.149(b)-1(b).

"501(c)(3) Organization" means an organization described in Section 501(c)(3) and exempt from tax under Section 501(a).

"Fixed Yield Issue" means an issue of obligations the Yield on which is fixed and determinable on the Issuance Date.

"Governmental Unit" means a state, territory or possession of the United States, the District of Columbia, or any political subdivision thereof referred to as a "State or local governmental unit" in Regulations §1.103-1(a). "Governmental Unit" does not include the United States or any agency or instrumentality of the United States.

"Gross Proceeds" means Proceeds and Replacement Proceeds of an issue.

"Higher Yielding Investments" means any Investment Property that produces a Yield that (a) in the case of Investment Property allocable to Replacement Proceeds of an issue and

Investment Property in a Refunding Escrow, is more than one thousandth of one percentage point (.00001) higher than the Yield on the applicable issue, and (b) for all other purposes of this Certificate, is more than one-eighth of one percentage point (.00125) higher than the Yield on the applicable issue.

“Investment Proceeds” means any amounts actually or constructively received from investing Proceeds of an issue in Investment Property.

“Investment Property” means investment property within the meaning of Sections 148(b)(2) and 148(b)(3), including any security (within the meaning of Section 165(g)(2)(A) or (B)), any obligation, any annuity contract and any other investment-type property (including certain residential rental property for family units as described in Section 148(b)(2)(E) in the case of any bond other than a Private Activity Bond). Investment Property includes a tax-exempt Obligation that is a “specified private activity bond” as defined in Section 57(a)(5)(C) but does not include other Tax-Exempt Obligations.

“Issuance Costs” means any financial, legal, administrative and other fees or costs incurred in connection with the issuance of an issue, including any underwriter’s compensation withheld from the Issue Price.

“Issue Price” means in the circumstances applicable to the issue:

(1) Public Offering. In the case of obligations actually offered to the general public in a bona fide public offering at the initial offering price for each maturity set forth in the Certificate of the Underwriter or Placement Agent attached to the Tax Compliance Certificate, the aggregate of the initial offering price for each maturity (including any Pre-Issuance Accrued Interest and original issue premium), which is not more than the fair market value thereof as of the Sale Date, and at which initial offering price not less than 10% of the principal amount of each maturity, as of the Sale Date, was sold or reasonably expected to be sold (other than to bond houses, brokers or other intermediaries). In the case of publicly offered obligations that are not described in the preceding sentence, Issue Price means the aggregate of the initial offering price to the public of each maturity set forth in the Certificate of the Underwriter or Placement Agent attached to the Tax Compliance Certificate, which is not more than the fair market value thereof as of the Sale Date, and at which initial offering price not less than 10% of the principal amount of each maturity was sold to the public.

(2) Private Placement. In the case of obligations sold by private placement, the aggregate of the prices, including any Pre-Issuance Accrued Interest and original issue premium, paid to the Issuer by the first purchaser(s) (other than bond houses, brokers or other intermediaries).

"Minor Portion" means an amount equal to the lesser of \$100,000 or 5% of the Sale Proceeds of the issue.

"Net Proceeds" means the Sale Proceeds of an issue less the portion thereof, if any, deposited in a reasonably required reserve or replacement fund for such issue.

"Net Sale Proceeds" means the Sale Proceeds of an issue less the portion thereof, if any, deposited in a reasonably required reserve or replacement fund for such issue and invested as a part of a Minor Portion for such issue.

"New Money Issue" means an issue that is not a Refunding Issue.

"New Money Portion" means that portion of a multipurpose issue other than the Refunding Portion.

"Nonpurpose Investments" means any Investment Property that is acquired with Gross Proceeds as an investment and not in carrying out any governmental purpose of the issue. "Nonpurpose Investments" does not include any investment that is not regarded as "investment property" or a "nonpurpose investment" for the particular purposes of Section 148 (such as certain investments in U.S. Treasury obligations in the State and Local Government Series and certain temporary investments), but does include any other investment that is a "nonpurpose investment" within the applicable meaning of Section 148.

"Original Issue" means an issue for new money purposes (or the New Money Portion of a multipurpose issue) all or a portion of the Debt Service on which was or will be paid or provided for with Proceeds of a Refunding Issue.

"Pre-Issuance Accrued Interest" means interest on an obligation that accrued for a period not greater than one year before its Issuance Date and that will be paid within one year after such Issuance Date.

"Preliminary Expenditures" means any Capital Expenditures that are preliminary expenditures, within the meaning of Regulations §1.150-2(f)(2) or former Regulations §1.103-18(i)(2), as applicable, i.e., architectural, engineering, surveying, soil testing, reimbursement bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of a project other than land acquisition, site preparation, and similar costs incident to commencement of construction. The amount of Preliminary Expenditures may not exceed 20% of the aggregate issue price of the issue that financed or is reasonably expected to finance the project for which the preliminary expenditures are or were incurred.

"Prior Issue" means an issue of obligations all or a portion of the Debt Service on which is paid or provided for with Proceeds of the Issue which is a Refunding Issue. The Prior Issue may be a Refunding Issue.



"Private Activity Bond" means (a) obligations of an issue more than 5% of the Proceeds of which are or are to be used for a Private Business Use and more than 5% of the Debt Service on which is or is to be paid from or secured by payments with respect to property, or secured by property, used for a Private Business Use, or (b) obligations of an issue 5% or more of the Proceeds of which are or are to be used to make or finance loans to any Private Person.

"Private Business Use" means use (directly or indirectly) in a trade or business carried on by any Private Person other than use as a member of, and on the same basis as, the general public. Any activity carried on by a Private Person (other than a natural person) shall be treated as a trade or business. In the case of a Qualified 501(c)(3) Bond, Private Business Use excludes use by a 501(c)(3) Organization that is not an unrelated trade or business activity by such 501(c)(3) Organization within the meaning of Section 513(a).

"Private Person" means any natural person or any artificial person, including a corporation, partnership, trust or other entity, that is not a Governmental Unit and that is not acting solely and directly as an officer or employee of or on behalf of the Issuer or another Governmental Unit. "Private Person" includes the United States and any agency or instrumentality of the United States.

"Proceeds" means any Sale Proceeds, Investment Proceeds, and Transferred Proceeds of an issue. "Proceeds" do not include Replacement Proceeds.

"Qualified Administrative Costs" means reasonable direct administrative costs, (other than carrying costs), such as separately stated brokerage or selling commissions, but not legal and accounting fees, recordkeeping, custody, and similar costs. General overhead costs and similar indirect costs of the Issuer such as employee salaries and office expenses and costs associated with computing the Rebate Amount are not Qualified Administrative Costs.

"Qualified 501(c)(3) Bonds" means an issue of bonds that satisfies the requirements of Section 145(a).

"Qualified Guarantee" means any guarantee of an obligation that constitutes a "qualified guarantee" within the meaning of Regulations §1.148-4(f).

"Qualified Hedge" means a "qualified hedge" as defined in Regulations §1.148-4(h)(2).

"Rebate Amount" means the excess of the future value, as of any date, of all receipts on Nonpurpose Investments acquired with Gross Proceeds of an issue over the future value, as of that date, of all payments on Nonpurpose Investments acquired with Gross Proceeds of such issue, computed in accordance with Section 148(f) and Regulations §1.148-3.

"Refunded Bonds" means that portion of a Prior Issue the Debt Service on which, after the Issuance Date of a Refunding Issue, is to be paid from Proceeds or Replacement Proceeds of either such Refunding Issue or the Prior Issue.

“Refunding Bonds” means obligations of a Refunding Issue.

“Refunding Issue” means an issue the Proceeds of which are or are to be used to pay Debt Service on Refunded Bonds and to finance Issuance Costs, Pre-Issuance Accrued Interest or permitted capitalized interest, a reasonably required reserve or replacement fund, and similar costs of the Refunding Issue.

“Refunding Escrow” means one or more funds established as part of a single transaction, or a series of related transactions, containing Proceeds of a Refunding Issue and any other amounts to provide for payment of Debt Service on one or more Prior Issues.

“Refunding Portion” means that portion of a multipurpose issue the Proceeds of which are or are to be used to pay Debt Service on Refunded Bonds and to finance Issuance Costs, Pre-Issuance Accrued Interest or permitted capitalized interest, a reasonably required reserve or replacement fund, and similar costs properly allocable to such Refunding Portion.

“Regulations” or “Reg.” means applicable Treasury Regulations.

“Reimbursement Allocation” means an allocation of the Proceeds of an issue for the Reimbursement of Prior Capital Expenditures that meets each of the following requirements: (a) is evidenced on the books or records of the Issuer maintained with respect to the issue, (b) the allocation entry identifies either actual prior Capital Expenditures, or the fund or account from which the prior Capital Expenditures were paid, and (c) evidences the Issuer’s use of Proceeds of such issue to reimburse a Capital Expenditure for a governmental purpose that was originally paid from a source other than the Proceeds of such issue.

“Reimbursement of Prior Capital Expenditures” means a Reimbursement Allocation of Proceeds of an issue to a Capital Expenditure paid prior to the Issuance Date of such issue, which satisfies either subclause (i) or (ii) below:

- (i) Subclause (i) is satisfied if:
  - (1) The Capital Expenditure reimbursed was paid after September 8, 1989 and before March 2, 1992;
  - (2) There is objective evidence that, at the time the Capital Expenditure was paid by the Issuer (except Preliminary Expenditures), the Issuer expected to reimburse such Capital Expenditure with Proceeds of a borrowing (whether taxable or tax-exempt);
  - (3) The expectation stated in subclause (i)(2) was reasonable by being consistent with the

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budgetary and financial circumstances of the Issuer; and

- (4) The Reimbursement Allocation occurred or will occur within 18 months after the later of the date the original expenditure was paid or the date the project financed by such expenditure was placed in service or abandoned, but in no event more than 3 years after the original expenditure was paid.

(ii) Subclause (ii) is satisfied if:

- (1) The Capital Expenditure was paid after March 1, 1992;
- (2) Within 60 days after payment of the original expenditure (except Preliminary Expenditures), the Issuer adopted an official intent for the original expenditure that satisfies Regulations §1.150-2(e); and
- (3) The Reimbursement Allocation occurred or will occur within 18 months after the later of the date the original expenditure was paid or the date the project financed by such expenditure was placed in service or abandoned, but in no event more than 3 years after the original expenditure was paid.

“Related Party” means, in reference to a Governmental Unit or 501(c)(3) Organization, any member of the same Controlled Group, and, in reference to any person that is not a Governmental Unit or 501(c)(3) Organization, a related person as defined in Section 144(a)(3).

“Replacement Proceeds” means with respect to an issue amounts (including any investment income but excluding any Proceeds of that issue) replaced by Proceeds of that issue under Section 148(a)(2). Replacement Proceeds include amounts, other than Proceeds, held in a sinking fund, pledged fund or reserve or replacement fund for the issue.

“Sale Proceeds” means that portion of the Issue Price actually or constructively received by the Issuer upon the sale or other disposition of an issue, including any underwriter’s compensation withheld from the Issue Price, but excluding Pre-Issuance Accrued Interest.

“Same Plan of Financing” is determined based on such factors as the purposes for the obligations and the structure of the financing. For example, generally (A) obligations to finance a single facility or related facilities are part of the same plan of financing; (B) short-term obligations

to finance working capital expenditures and long-term obligations to finance capital projects are not part of the same plan of financing; and (C) certificates of participation in a lease and general obligation obligations secured by tax revenues are not part of the same plan of financing.

“Spendable Proceeds” means the Net Sale Proceeds of an issue.

“Tax-Exempt Obligation” means any obligation or issue of obligations (including bonds, notes and lease obligations treated for federal income tax purposes as evidences of indebtedness) the interest on which is excluded from gross income for federal income tax purposes within the meaning of Section 150, and includes any obligation or any investment treated as a “tax-exempt bond” for the applicable purpose of Section 148.

“Tax-Exempt Organization” means a Governmental Unit or a 501(c)(3) Organization.

“Temporary Period” means the period of time, as set forth in the Tax Compliance Certificate, applicable to particular categories of Proceeds of an issue during which such category of Proceeds may be invested in Higher Yielding Investments without the issue being treated as arbitrage bonds under Section 148.

“Transferred Proceeds” means that portion of the Proceeds of an issue (including any Transferred Proceeds of that issue) that remains unexpended at the time that any portion of the principal of that issue is discharged with the Proceeds of a Refunding Issue and that thereupon becomes Proceeds of the Refunding Issue as provided in Regulations §1.148-9(b). Transferred Proceeds do not include any Replacement Proceeds.

“Variable Yield Issue” means any issue that is not a Fixed Yield Issue.

“Working Capital Expenditures” means any costs of a type that do not constitute Capital Expenditures, including current operating expenses.

“Yield” has the meaning assigned to it for purposes of Section 148, and means that discount rate (stated as an annual percentage) that, when used in computing the present worth of all applicable unconditionally payable payments of Debt Service and all payments for a Qualified Guarantee, if any, paid and to be paid with respect to an obligation (paid and to be paid during and attributable to the Yield Period in the case of a Variable Yield Issue), produces an amount equal to (a) the Issue Price in the case of a Fixed Yield Issue or the present value of all the Issue Prices during the Yield Period in the case of a Variable Yield Issue, or (b) the purchase price for yield purposes in the case of Investment Property, all subject to the applicable methods of computation provided for under Section 148, including variations from the foregoing. The Yield on Investment Property in which Proceeds or Replacement Proceeds of an issue are invested is computed on a basis consistent with the computation of Yield on that issue, including the same compounding interval (of not more than one year selected by the Issuer).

“Yield Period” means, in the case of the first Yield Period, the period that commences on the Issuance Date and ends at the close of business on the first Computation Date

and, in the case of each succeeding Yield Period, the period that begins immediately after the end of the immediately preceding Yield Period and ends at the close of business on the next succeeding Computation Date.

The terms advance refunding, "current refunding", "bond", "obligation", "reasonable retainage", "reasonably required reserve or replacement fund", "reserve or replacement fund", "loan", "sinking fund", "multipurpose issue", "purpose investment", "variable yield obligation", "yield reduction payment", "other replacement proceeds", and other terms relating to Code provisions used but not defined in this Certificate shall have the meanings given to them for purposes of Sections 103 and 141 to 150 unless the context indicates another meaning.

(End of Attachment A)

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**Attachment B  
To Tax Compliance Certificate of  
KIPP, Inc.**

**Lessor's Certificate**

Equi-Mor Holdings, Inc. (the "Lessor"), as lessor under the Charter School Lease Purchase Agreement (Personal Property), dated as of July 10, 1998 (the "Lease") between the Lessor and KIPP, Inc., as lessee, certifies that the Lease is being entered into as an investment by the Lessor and that the aggregate of the principal components of the Lease in the amount of \$2,100,000.00, as shown on Exhibit D thereto, is equal to the fair market value of the Lease on the date the Lessor entered into the Lease, and the Lease is not being reoffered to the public. In addition, the Lessor hereby certifies that, pursuant to the Escrow Agreement entered into as of July 10, 1998, by and among the Lessor, the Lessee, and Matrix Capital Bank, as Escrow Agent, with respect to the Lease (the "Escrow Agreement"), the Lessor deposited into the Construction Subaccount of the Bank Account (as such term is used in the Escrow Agreement) the sum of \$2,100,000.00.

I am an officer of the Lessor and am duly authorized to execute and deliver this Certificate of the Lessor. I understand that the certifications contained herein will be relied on by Collins, Blaha & Slatkin, as special counsel, in rendering certain of its opinions in connection with the execution of the Lease.

Dated: July 10, 1998

EQUI-MOR HOLDINGS, INC.

By: 

Name: Robert R. Crawford

Title: Vice President

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**1999 YES College Preparatory School  
Measures of Success**

**PRIORITY: Improve the quality of instruction in a way that promotes higher student achievement.**

<u>Goal</u>	<u>By 8-00</u>	<u>By 8-01</u>
<b><u>Professional Development</u></b>		
• X% of faculty participate in at least two off-campus development opportunities throughout the school year and summer.	70%	75%
• X% of faculty observe classes off campus at an academically rigorous college preparatory program at least once during the school year.	75%	80%
• X% of faculty successfully complete minimum requirement of 40 hours of professional development.	100%	100%
• X% of faculty present at or lead off-campus workshops for other teachers.	6%	10%
• X% of faculty observe other teachers on campus at least four times per year (twice per semester.)	100%	100%
• X% of faculty take advantage of supplementary resources (publications, classes, lectures) to increase their knowledge of the theories and practices of teaching at least four times throughout the school year.	70%	80%
• X% of faculty feel YES College Prep challenges them to maximize their effectiveness with students (year-end report; strongly agree.)	90%	95%
• X% of faculty feel they are learning and developing (year-end report; agree or strongly agree on a seven-level scale.)	70%	75%

Goal	By 8-00	By 8-01
<ul style="list-style-type: none"> <li>X% of faculty believe that professional development opportunities, including on- and off-campus observations, have improved the quality of their instruction (year-end report; agree or strongly agree on a seven-level scale)</li> </ul>	90%	95%
<b><u>Observations</u></b>		
<ul style="list-style-type: none"> <li>X% of faculty are observed twice yearly for at least one 50 minute class period.</li> </ul>	100%	100%
<ul style="list-style-type: none"> <li>X% of faculty receive written feedback on observations within three business days of observation.</li> </ul>	100%	100%
<ul style="list-style-type: none"> <li>X% of faculty participate in face-to-face conference within a week of observation.</li> </ul>	85%	90%
<ul style="list-style-type: none"> <li>X% of faculty feel that observations and feedback were conducted in an unbiased and professional manner (agree or strongly agree on seven-level scale.)</li> </ul>	90%	90%
<ul style="list-style-type: none"> <li>X% of faculty feel that observation feedback was beneficial to instruction (agree or strongly agree on seven-level scale.)</li> </ul>	75%	80%
<b><u>Student Evaluations</u></b>		
<ul style="list-style-type: none"> <li>X% of teachers earn overall rating of 7 or above (ten-level scale.)</li> </ul>	90%	90%
<ul style="list-style-type: none"> <li>X% of teachers earn minimum score of 8 (ten-level scale) for conducting course in which students have felt challenged.</li> </ul>	80%	85%
<ul style="list-style-type: none"> <li>X% of teachers earn minimum score of 8 (ten-level scale) for conducting course in which students feel that their knowledge of the subject has substantially increased.</li> </ul>	80%	85%
<ul style="list-style-type: none"> <li>X% of teachers earn minimum score of 8 (ten-level scale) for being fair and respectful.</li> </ul>	80%	85%
<ul style="list-style-type: none"> <li>X% of teachers earn minimum score of 8 (ten-level scale) for being prepared and well-organized.</li> </ul>	80%	85%



Goal	By 8-00	By 8-01
• X% of students feel that YES College Prep is academically challenging.	80%	85%
• X% of high school students believe that YES College Prep is preparing them well for college.	85%	90%
• X% of students feel YES College Prep provides a safe learning environment.	90%	95%

**1999 YES College Preparatory School  
Measures of Success**

**PRIORITY: Improve the efficiency and fairness of the discipline management program.**

<u>Goal</u>	<u>By 8-00</u>	<u>By 8-01</u>
• X% of students who, having been placed on In-School Suspension, are not placed on ISS again.	40%	50%
• X% of students who complete the requirements for getting off of ISS within one week.	60%	70%
• X% of student body that is never referred for In-School Suspension.	40%	45%
• X% of students who believe that the administration implements the discipline policy fairly.	70%	80%
• X% of students feel that the school discipline policy improves the learning environment at YES College Prep.	50%	75%
• X% of faculty who believe that discipline problems are handled in a consistent and effective manner.	80%	85%
• X% of discipline referrals that are handled within 24 hours.	90%	95%

**1999 YES College Preparatory  
Measures of Success**

**PRIORITY: Strengthen and diversify the extracurricular program**

<u>Goal</u>	<u>By 8-00</u>	<u>By 8-01</u>
<b><u>Club Activities</u></b>		
• X% of students satisfied with diversity of club offerings	80%	90%
• X% of club sponsors return for 2 <sup>nd</sup> semester participation	75%	80%
• X% of clubs fundraise money for field trips	50%	75%
• X% of clubs perform at school-sponsored events (Open House, Holiday Program, etc.)	40%	60%
• X% of clubs participate/perform in outside of school activities (field trips, cultural events or performances, etc.)	75%	90%
<b><u>Athletic Program</u></b>		
• At least X% of athletic season schedules contain ten games	80%	100%
• X% of athletic teams participate in at least one tournament per season	60%	80%
• X% of athletic teams have facilities for games and practice at least three days per week	80%	100%
• At least X% of athletic seasons contain a recognition banquet for participants	100%	100%
• X% of athletic participants maintain eligibility for entire season	80%	90%
• Number of coaches YES solidifies for basketball season (MS and HS boys)	1	2

Goal	By 8-00	By 8-01
<b><u>Service Learning</u></b>		
• At least X% of school population participates in one service learning project	75%	100%
• Service learning projects will incorporate at least X number of core academic subjects	2	4
• X% of service partners satisfied with YES students' participation	80%	100%
<b><u>Community Service</u></b>		
• All students participate in X community service projects throughout the year	1	2
• X% of service partners satisfied with YES students' participation in service projects	80%	100%
<b><u>Parental Involvement</u></b>		
• At least X% of lunch duty assignments covered by parents	50%	75%
• At least X% of school store responsibilities covered by parents	75%	95%
• At least X% of parents will attend Open House	95%	100%
• Number of days scheduled for parent meetings	2	4
• X% of parents satisfied with education provided at YES College Preparatory School	90%	95%
• Number of days YES will provide parent meetings on "life skills" (English classes, tax forms)	5	10
• X% of parental involvement in fundraisers	50%	75%

**1999 YES College Preparatory School  
Measures of Success**

**PRIORITY: Through the development of the college counseling program, ensure that every graduating senior is accepted to a four-year college or university.**

<u>Goal</u>	<u>By 8-00</u>	<u>By 8-01</u>
<b><u>College Visitation</u></b>		
• At least X% of current 11 <sup>th</sup> grade students visit two or more colleges or universities (outside of the Spring Trips)	60%	80%
• At least X% of current 9 <sup>th</sup> /10 <sup>th</sup> grade students visit two or more colleges or universities (outside of the Spring Trips)	40%	60%
• X number of college or university representatives visit YES campus	20	40
<b><u>Summer Residency Programs</u></b>		
• At least X% of eligible YES students are attending summer residency programs at colleges or universities	75%	90%
<b><u>Applications to Colleges and Universities</u></b>		
• At least X% of 11 <sup>th</sup> grade students submit applications to more than two schools (each student is required to submit at least 2 applications)	N/A	80%
<b><u>Development and Fundraising</u></b>		
• Raise \$X for complete underwriting of college matriculation program	\$10,000	\$20,000
<b><u>College Scholarships</u></b>		
• At least X% of current 11 <sup>th</sup> grade students are aware of and meet the necessary deadlines to qualify for merit-based aid from colleges/universities	N/A	80%
• At least X% of current 11 <sup>th</sup> grade students receive money from outside sources (not colleges or universities)	N/A	50%

**1999 YES College Preparatory School  
Measures of Success**

**PRIORITY: Recruit and select talented individuals in both instructional and non-instructional staff positions**

<b>Goal</b>	<b>By 8-00</b>	<b>By 8-01</b>
<b><u>Recruitment</u></b>		
• At least X% of applicants say they received information from the following sources:		
Word-of-mouth	58%	37%
YES-sponsored recruiting events	19%	23%
YES College Prep website	10%	16%
Print ad in local or national media	8%	12%
Radio/TV	5%	7%
Article in local or national media	N/A	5%
• Average GPA of confirmed applicants is X	3.25	3.4
• At least X% of attractive applicants who complete initial interview confirm for a sample teaching session	80%	85%
• At least X% of the sample lessons are impressive	80%	85%
<b><u>Selection</u></b>		
• At least X% of the people who apply for a position leave with a positive feeling about the process regardless of the final outcome (agree or strongly agree on a seven level scale)	85%	92%
• At least X% of the applicants to whom we offer a job decide to accept	90%	95%

**1999 YES College Preparatory School  
Measures of Success**

**PRIORITY: Expand and diversify the development and media relations campaign(s)**

<u>Goal</u>	<u>By 8-00</u>	<u>By 8-01</u>
<b><u>Development</u></b>		
• Meet total funding projection of \$X	\$337,500	\$457,500
• Raise \$X from foundations	\$180,000 (53.3%)	\$225,000 (48%)
• Raise \$X from federal grants	\$100,000 (29.3%)	\$155,000 (33.8%)
• Raise \$X from internal fundraising activities	\$40,000 (11.8%)	\$50,000 (12.1%)
• Raise \$X from corporations	\$7,500 (2%)	\$10,000 (2.1%)
• Raise \$X from high-net-worth individuals	\$2,500 (.9%)	\$5,000 (1.1%)
• Raise \$X from small donors	\$2,500 (.9%)	\$5,000 (1.1%)
• Host a publicity event that will raise \$X	\$5,000 (1.8%)	\$7,500 (1.8%)
<b><u>Media Relations</u></b>		
• Secure X number of articles in local newspaper and magazines	5	7
• Secure X number of articles in nationwide print publications	N/A	1
• Secure X number of spots in local TV news outlets	3	5
• Secure X number of spots in national TV/radio news outlets	N/A	1

**1999 YES College Preparatory School  
Measures of Success**

**PRIORITY: Gain financial stability by effectively managing the financial resources and auxiliary services**

<u>Goal</u>	<u>By 8-00</u>	<u>By 8-01</u>
<b><u>Financial Resources</u></b>		
• \$X of working capital accessible at all times	\$5,000	\$10,000
• Average interest rate on school's debt is X%	12.5%	10%
• Financial statements are prepared X number of times each year	Quarterly	Monthly
• Meet X% of the frequency deadlines for federal/state submissions	90%	100%
• Raise \$X for a capital campaign	\$100,000	\$150,000
• \$X are committed to an endowment	\$10,000	\$15,000
• Complete X% of our separation from KIPP, Inc.	100%	N/A
<b><u>Auxiliary Services</u></b>		
• X% of teachers who respond that necessary instructional resources were provided in a timely manner ( agree or strongly agree on a seven-level scale)	75%	90%
• X% of parents who respond that office personnel appropriately handled requests (agree or strongly agree on a seven-level scale)	75%	85%
• The school store is able to handle X% of YES dollars on a given payday	25%	50%



In order to conceal student identifiable information, per FERPA (Family Educational Rights and Privacy Act), 11 pages have been withheld. A sample page of the withheld documents follows this notice.

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

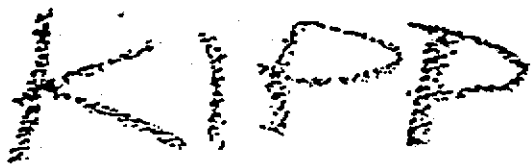
Texas Education Agency  
Division of Charter Schools  
1701 N Congress Ave  
Austin, TX 78701  
512-463-9575 phone  
512-463-9732 fax

# YES College Preparatory School Parental and Community Support

The community members whose names appear below support the YES College Preparatory School application to the Texas State board of Education to operate an open-enrollment charter school.

Los nombres de los padres que aparecen abajo, apoyan a la aplicación de "YES College Preparatory School" a la Mesa Directiva de Educación del Estado de Texas para matricularse en una escuela contratada por el estado.

	Name Nombre	Address Direccion	Number of Children Enrolled at YES Hijos Matriculados en YES
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			
25.			



APPLICATION

# KNOWLEDGE IS POWER PROGRAM

The KIPP Academy  
7120 Beechnut  
Houston, Texas 77074

*THERE ARE NO SHORTCUTS.*

Phone 713.541.2561  
KIPPBIGDOG@AOL.com

January 19, 2000

Mr. Chase Untermeyer, Chair  
Texas State Board of Education  
1701 North Congress Ave.  
Austin, TX 78701-1494

Dear Mr. Untermeyer,

I am writing on behalf of YES College Preparatory School's charter application. While KIPP and YES have enjoyed much success as two separate campuses under one charter, there have been several hurdles which have made it apparent to us that we would be even more successful and effective operating as two separate charter schools.

While focusing on student achievement, we have successfully managed our finances and business operations to remain in compliance with Texas Education Agency regulations, but this objective was considerably more difficult as we had to perform the extra tasks involved in financial consolidation. Furthermore, as both campuses begin the task of working on the replication of our successes, creating a plan and codifying our systems will be much easier as charter schools independent from other campuses.

KIPP and YES have a model relationship for 2 separate schools working together on student achievement. We do not need to be under the same charter in order to have and continue this relationship. In fact, each school having its own charter will allow greater time and energy for us to work even closer on the issues which directly improve student achievement.

YES, a TEA Exemplary School, is a beautiful feather in the cap of not just the Texas charter school movement, but of the Texas public education system. Their work and achievement is not as widely known as that of KIPP because they have been operating in KIPP's shadow. It's time to allow the state of Texas and the nation the opportunity to learn from the YES College Preparatory School model of college preparation at the secondary school level. I fully support YES' application for a state charter, and I hope the State Board of Education sees the enormous benefit such a charter will have not just on the 380 students enrolled in YES, but on our entire state and the nation as well.

Thank you for your time and consideration, and thank you for all your support.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Feinberg", with a circular flourish at the end.

Michael Feinberg  
President  
KIPP, Inc.

00270

# KIPP ACADEMY

APPLICATION

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CO-CHAIRPERSON

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Kenneth Katz  
Harvin Moore  
Shannon Moore

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Marisa Ramirez  
Marina Ballantyne Walne

Mike Feinberg  
MFeinberg@kipp.org  
SCHOOL DIRECTOR

Laurie Bieber  
LBieber@kipp.org  
DIRECTOR OF DEVELOPMENT

January 18, 2000

Brooks Flemmister  
Senior Director of Charter Schools  
Texas Education Agency  
1701 North Congress  
Austin, Texas 78701

Dear Mr. Flemmister,

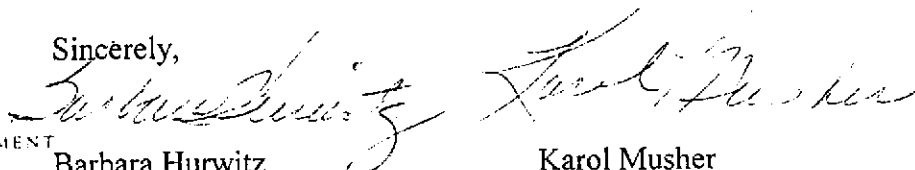
On behalf of the Board of Directors, we are writing to support the YES College Preparatory School application for state charter.

The Board is most pleased and supportive of the performance of YES College Prep; however, the obstacles in the areas of school management and school finances have been a tremendous challenge, and we therefore feel that each campus having its own charter is in the best interest of both programs.

YES College Prep should be a shining example in the state of Texas on its own merit.

Thank you for your continued support of our two campuses for the last one and one half years.

Sincerely,



Barbara Hurwitz  
Co-Chairperson, Board of Directors

Karol Musher  
Co-Chairperson, Board of Directors

00271

# Hewitt

Hewitt Associates LLC  
25231 Grogan's Mill Road  
The Woodlands, TX 77380  
Tel (281) 363-0456  
Fax (281) 363-9049  
www.hewitt.com

Argentina  
Australia  
Austria  
Belgium  
Brazil  
Canada  
Chile  
China  
Czech Republic  
France  
Germany  
Hong Kong SAR  
India  
Indonesia  
Ireland  
Italy  
Japan  
Mexico  
Netherlands  
New Zealand  
Philippines  
Poland  
Puerto Rico  
Singapore  
Slovenia  
Spain  
Sweden  
Switzerland  
Thailand  
United Kingdom  
United States  
Venezuela

January 17, 2000

Mr. Chris Barbic  
YES College Prep  
2317 Runnels Avenue  
Houston, TX 77003

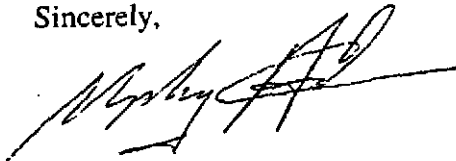
Dear Mr. Barbic:

As a representative of Hewitt Associates, I would like to thank all of you at YES College Preparatory School for the unique partnership we've created through the YEAH (Youth Educated at Hewitt) mentor program. We have been encouraged by the tremendous response shown by both our associates as well as your 7<sup>th</sup> grade participants as we build relationships around developing business and life skills.

Please note this semester's curricula reviews goal setting and business etiquette as well as research, letter writing and presentation skills.

We look forward to a continued relationship with you and your school and hope that you will continue to call on us as your trusted partner.

Sincerely,



Murphy Anderson

00272

## APPLICATION



TOUCHSTONES  
DISCUSSION PROJECT

48 West Street, Suite 104, Annapolis, MD 21401  
800-456-6542, fax: 410-974-8233  
[www.touchstones.org](http://www.touchstones.org), [tdp@touchstones.org](mailto:tdp@touchstones.org)

12 January 2000

To whom it may concern:

The Touchstones Discussion Project is a Maryland non-profit organization created in 1984 by three senior professors at St. John's College in Annapolis, MD, which employs a seminar approach in teaching all subject areas. Touchstones utilizes genuine discussions to overcome student passivity by enabling students to become active participants in their own educations thus enriching the educational environment and opening future opportunities for our youth. The main goals of the project are therefore to develop discussion skills, or life skills, as well as critical reading and thinking skills.

The Touchstones Project involves over 200,000 students nationally in a program that develops a variety of cognitive and behavioral skills. The program impacts students of all backgrounds and skill levels. Students learn to formulate questions, problem solve, explore in areas where answers are better and worse rather than right and wrong, teach themselves, and cooperate. Participants also increase in self and mutual respect.

We began our association with YES College Preparatory School in the summer of 1999. As the Director of Training at Touchstones, I trained the staff in the methods of discussion as well as leadership skills. Consequently, several teachers implemented our program in the fall. Impressed with the staff's dedication to the students, the school's mission, and success with students, we asked if YES wanted to be considered as a Math/Science Project implementation site in a grant that we were writing for the Howard Hughes Foundation. The school will serve as a model site and YES's staff members will be trained not only to work with their own students but also with other teachers in the surrounding Houston area. We are excited to work with YES's staff because we feel that YES's mission is in line with our own mission.

Sincerely,

A handwritten signature in cursive script that reads "Rebecca Dzamov".

Rebecca Dzamov  
Director of Training

— A MARYLAND NONPROFIT CORPORATION —

00273



Loy D. Griffin  
Founder

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Vice President

Constance White  
Executive Director

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Randall D. Stillev  
Harry Lee Stout  
Richard A. Stratton  
Andy Szescila  
Bodley Thornton  
Michael Wiley  
James Willis  
Chris Woessner

December 6, 1999

YES College Preparatory School  
Attn: Mr. Chris Barbic  
2317 Runnels Avenue  
Houston, Texas 77003

Dear Chris:

On behalf of the Spindletop International Board of Trustees, I am pleased to enclose a check in the amount of \$15,000 payable to YES College Preparatory School. This represents Spindletop's contribution to your school this year.

There have been "non stop" compliments on the speeches that you and Glenn presented at the recently held Spindletop Christmas Ball. The message of YES definitely made an impression, and I hope that you will hear from some of the Spindletop participants in the future. Thanks for being there. You and Glenn were a huge part of our successful event. The elves were adorable!

Best wishes to you and your staff for a safe and happy Holiday season.

Sincerely yours,

Constance White  
Executive Director

Encl. Check 5215

00274

17 November 1999

Dear Mr. Barbic:

Melanie Dando and I congratulate you, your faculty and staff, and most of all your students on the success of YES.

We found out about your school from Tracye Diskin, whom we had met at Furr H.S. in the spring of 1998. As you may know, we visited her literature class earlier this semester. [REDACTED], my student from [REDACTED] was impressed by how interested the class was in [REDACTED] culture and in *Things Fall Apart*. We were there for over an hour, and I believe we could have stayed another hour. The questions and curiosity your students expressed were refreshing.

Then this last Thursday we were impressed anew. Our ten HCC students were amazed by the warm and courteous reception we received from Jennifer Pagani's class. The focus of the interviews and the interest and enthusiasm your students exhibited benefited our group greatly. One of my student's commented on the return trip, "I can't believe how composed and mature my interviewer was. At sixteen I was nothing like that - just a silly girl." Another kept repeating, "I spoke English with an American. I can do it! I can do it! She could understand me!" A third said, "She was a tough interviewer. She made sure I answered the questions." A fourth, the one who wasn't interviewed one-on-one, commented on how intelligent the group he had sat with and talked to was.

In brief, we had a great morning. Thanks again for giving our students the opportunity to practice English and participate in an authentic cross cultural exchange. Needless to say, Melanie and I have many more students in our classes who would like to take part. Perhaps you have a *geography or world history* class that would like us to visit, or your students might want to visit us. Even an elementary or junior high level class would give our students a way to practice their English skills. Don't hesitate to contact us. We're flexible.

Best wishes for continued success,

Sharon Ellison

Sharon Ellison  
Intensive English Program  
HCC/Gulfton Campus  
5407 Gulfton  
Houston, Texas 77081  
work (713) 718-7750  
home (713) 785-6375

copy SP.

P.S. The e-mail idea was inspired! Could we get your students' addresses?

00275

275



THE TAPEATS FUND  
P.O. BOX 1063  
HOUSTON, TEXAS 77251

November 17, 1999

Mr. Christopher Barbic  
Founder and School Director  
YES College Preparatory School  
2317 Runnels Avenue  
Houston, Texas 77003

Dear Chris:

The Tapeats Fund is pleased to enclose a check in the amount of \$15,000 in support of Project YES Inc. As you requested in your letter of June 22, 1999, the funds are to be used to help provide the extraordinary academic experience that exemplifies a YES College Prep education. The successes you have achieved in your first full year are inspirational. Your students are eager and enthusiastic to learn; your teachers are energetic and inspired to teach and guide; and you personally do whatever it takes to help each and every person at YES be successful. It is a joy to visit your campus and be a part of the excitement and hard work.

If this letter correctly sets forth your understanding of the terms of this grant, please indicate your organization's agreement to such terms by signing the enclosed copy of the letter and returning it to me. It is also understood that by countersigning this letter, your organization confirms that there has been no change in its qualifications as an organization exempt from income taxation pursuant to section 501(c)(3) of the Internal Revenue Code.

On behalf of The Tapeats Fund, please accept our best wishes. It is a privilege to be in a position to help you provide a rigorous college preparatory experience for your inner-city students. Keep up your excellent work!

Sincerely,



Patricia N. Lewis  
Executive Director

Enclosure

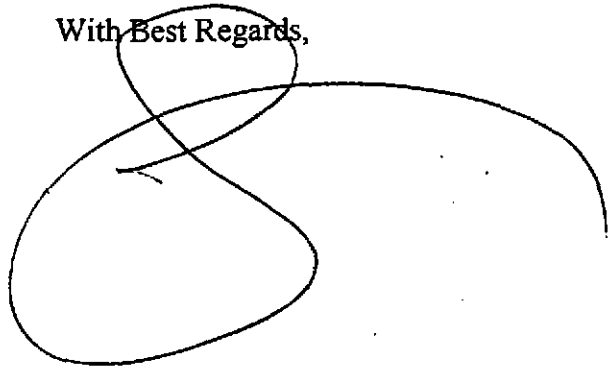
# Kindred Spirits

*Teaching Children the Joy of Giving to Others*

**TO:** Chris Barbic  
**FROM:** Jim McLean  
**DATE:** November 15, 1999

Chris, I'm very glad YES is going to be a part of Kindred Spirits. Please find a check for \$1,000.00 enclosed and other information pertaining to Kindred Spirits. Please call me anytime if I can help you, not only with KS, but otherwise as well.

With Best Regards,

A large, stylized handwritten signature in black ink, appearing to be 'Jim McLean', written over the 'With Best Regards,' text.

00277

JP

**DARBY SUITER  
ATTORNEY AT LAW  
1215 W. Clay St.  
Houston, Texas 77019  
713-874-0899  
Fax 713-874-0637**

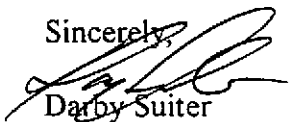
Oct. 20, 1999

Mr. Chris Barbic  
YES College Prep.  
2317 Runnels Ave.  
Houston, Tx. 77003

Dear Mr. Barbic:

I wanted you to know how much I appreciate your taking the time to show me and Mike Hensley around your school. The enthusiasm and mental set of the students, especially the fifth-graders, was very enlightening. Mike and I were very impressed with your accomplishments and I know you obtain a great deal of satisfaction in observing your ideas becoming reality in the educational growth of these often-deprived young people.

Sincerely,



Darby Suiter

00278

THE CULLEN FOUNDATION  
P. O. BOX 1600  
HOUSTON, TEXAS 77251

ALAN M. STEWART  
EXECUTIVE DIRECTOR

September 23, 1999

Mr. Christopher Barbic  
School Director  
YES College Preparatory School  
2317 Runnels St.  
Houston, TX 77003

Dear Mr. Barbic:

It is a pleasure to forward herewith a check (2298) in the amount of \$16,000 payable to YES College Preparatory School ("Grantee") toward the purchase of student materials and supplies. This grant was approved by the Board of Trustees July 14, 1999, and is described in grant letter agreement of July 19, 1999.

Acknowledgement of your acceptance of this payment must be made by a duly authorized officer of the Grantee as provided below and on the enclosed copy of this letter; such executed copy must be returned to The Cullen Foundation.

Sincerely,



Alan M. Stewart

AMS:sa  
Enclosures

*Please return executed copy to The Cullen Foundation.*

ACKNOWLEDGED: \_\_\_\_\_

\_\_\_\_\_  
*Title*

DATE RECEIVED: \_\_\_\_\_

HOUSTON ENDOWMENT INC.  
A PHILANTHROPY ENDOWED BY MR. AND MRS. JESSE H. JONES

H. JOE NELSON, III  
President

June 29, 1999

Mr. Christopher Barbic  
School Director  
Project YES Inc.  
2317 Runnels Avenue  
Houston, Texas 77003

Dear Mr. Barbic:

In accordance with our grant agreement dated June 3, 1999 and your acceptance thereof dated June 8, 1999, enclosed is a check for \$25,000.

As you make use of the grant funds toward initial operating expenses of a school for economically disadvantaged students, please bear in mind the terms and conditions that apply to this grant. In particular please note that pursuant to the grant agreement, *a written report on the use of these funds will be due by May 31, 2000*. If you have any questions, please contact Michele J. Sabino, Grant Officer at 713/238-8133.

Very truly yours,



H. Joe Nelson, III

HJN:cap  
Enclosure

00280

# AIM

FOUNDATION

June 28, 1999


Mr. Christopher Barbic  
Founder and Director  
YES College Preparatory School  
2317 Runnels Street  
Houston, Texas 77003

Dear Chris:

AIM Foundation is pleased to enclose a check in the amount of \$10,000 in support of YES College Preparatory School. We are delighted to assist you provide inner-city students with a rigorous college preparatory education. Your 1998 – 99 TAAS scores for all grades were excellent! It was a joy for me to visit in mid-March and to see your faculty and students diligently at work!

On behalf of AIM Foundation, please accept our best wishes. It is a privilege to be in a position to support your efforts to achieve your educational mission.

Sincerely,



Patricia N. Lewis  
Executive Director

Enclosure

PNL:amb:341

00281

2-1



May 12, 1999

YES College Preparatory School  
Mr. Chris Barbic  
2317 Runnels Avenue  
Houston, TX 77003

Dear Mr. Barbic:

Congratulations! On behalf of the Trustees and Advisory Board of the Challenge Foundation I am very pleased to present to you the enclosed grant check of \$99,500. As outlined in your grant request, this grant is being awarded to your school as follows:

Instructional materials/supplies	\$24,000 ✓
Summer school	\$40,000 ✓
Library	\$15,000 (library)
Professional development	\$ 6,000 (A.P.)
Contracted profs/tchrs for enrichment classes	\$14,500 (1/2 spent)

We are glad this grant to YES College Prep gives us the opportunity to play an important supportive role in your school's future as a pioneer and leader in the charter movement.

In our award letter of April 13, we referred to our interest in collecting information from you which will help us in our evaluation process. Attached please find a detailed reporting schedule outlining our requirements as well as the dates these reports are due. Should you have any questions or concerns regarding this, please do not hesitate to call me and I will be happy to discuss them with you.

Again, congratulations and I look forward to seeing your progress!

A handwritten signature in black ink that reads 'V. White'.

Vicki L. White  
Program Officer

attachment

00282

# ROCKWELL FUND, INC.

1360 POST OAK BOULEVARD, SUITE 780

HOUSTON, TEXAS 77056

R. TERRY BELL  
PRESIDENT

TELEPHONE: 713/629-9022  
FACSIMILE: 713/629-7702

Tuesday, May 04, 1999

Mr. Christopher Barbic  
Founder and School Director  
YES College Preparatory School  
2317 Runnels St.  
Houston, TX 77003

Dear Mr. Barbic:

This letter is to acknowledge receipt of your request for funding by Rockwell Fund, Inc. Please be advised that the time required to process a proposal can vary from 30 to 120 days.

Your request will be considered by the trustees at a future quarterly meeting. You will hear from us soon after that meeting regarding the decision on your request.

Sincerely,



Martha Vogt  
Program Officer

MV/mam

00283

22





April 27, 1999

Youth Engaged in Service  
College Preparatory School  
2317 Runnels Ave.  
Houston, Texas 77003

Re: Donation

Gentlemen:

Enclosed is our donation check for at-risk children in the Youth Engaged in Service College Preparatory School. In addition, a W-9 statement (Certification of Tax Identification Number) is also enclosed. IBC requires a signed copy of this statement in our files for tax purposes. Please complete and return in the enclosed self-addressed envelope. We will also need a copy of your Form 501C3 for our records. Thank you for your assistance.

Our officers and employees wish you continued success with this wonderful program.

Very truly yours,

A handwritten signature in cursive script that reads "Karen D. Bell".

Karen D. Bell  
Vice President

Enclosures

00284

THE BROWN FOUNDATION, INC.  
Houston, Texas

April 23, 1999

Mr. Christopher Barbic  
Founder and Director  
YES College Preparatory School  
2317 Runnels Street  
Houston, TX 77003

Re: Grant Number 99-222-E

Dear Mr. Barbic:

I am pleased to inform you that the Board of Trustees of The Brown Foundation, Inc. (the "Foundation") has authorized a grant to YES COLLEGE PREPARATORY SCHOOL (the "Grantee") in the amount of \$25,000, subject to the Grantee's acceptance of the terms and conditions set forth in this letter.

The following conditions are attached to the distribution of this grant:

1. The grant is to be used for the operating budget, as set forth in your proposal dated February 22, 1999.
2. This grant has been approved for payment during fiscal year ending June 30, 1999, provided an authorized officer of the Grantee has signed and returned this agreement as prescribed.
3. Grantee warrants that Grantee is (i) a tax exempt organization described in Section 501(c)(3) of the internal Revenue Code (the "Code") and is further classified as a public charity within the meaning of Section 509(a) of the Code, or is a governmental unit described in Section 170 of the Code, and (ii) that receipt of this grant will not adversely affect Grantee's current status under the code.
4. Grantee must furnish to the Foundation any information concerning a proposed change in Grantee's classification under the Code. Should such change in status occur, the Foundation reserves the right to have unexpended funds returned to the Foundation.
5. All expenditures made by Grantee from this grant must be used only within the terms and conditions set forth herein. Any funds not used or committed for the specified purpose of the grant or not used or committed within any time limit specified in the request for the grant must be returned to the Foundation.
6. Grantee agrees to furnish a written report within one year from the date of funding as to the results or progress of the program or project financed by this grant, including an accounting of all funds expended. If the grant payments are extended beyond one year, then such reports shall be submitted as stated above on an annual basis.

00285

DAVID B. JONES  
PRINCIPAL AND MANAGING PARTNER

April 16, 1999

Mr. Christopher Barbic  
Founder and Director  
YES College Preparatory School  
2317 Runnels Ave.  
Houston, TX 77003

Dear Chris:

Thank you for your note and for the tour of your school. Congratulations on what you have already accomplished in building, equipping and staffing YES. I can only imagine the tremendous amount of work it took just to get the school established. The results you and your faculty are already achieving in student test scores must be very gratifying.

I have spoken about you and YES often in the interviews we are conducting on behalf of the Financial Foundation for Texas Charter Schools. Your tour helped me better appreciate the potential of the charter school movement.

Thank you for taking time out of your busy day to increase my understanding and appreciation for charter schools. It was a pleasure to meet you.

Best regards,

*David B. Jones*  
(mmk)

2727 ALLEN PARKWAY, SUITE 700 • HOUSTON, TX 77019

713.942.8110 • FAX 713.942.8708

E-MAIL: [REDACTED]

00286



# THE NORTH HILLS SCHOOL

A charter school with a global perspective

March 11, 1999

Chris Barbic  
Director of Project Y.E.S.  
2317 Runnels  
Houston, TX 77003

Dear Mr. Barbic:

We are pleased to announce that The North Hills School has selected Project Y.E.S. as the 1998 recipient of a \$25,000 grant.

This money was initially provided to our school for one year with the understanding it would be passed on to a new charter school through a selection process. The contributing foundation requests that upon receipt of the monies Project Y.E.S. will forward the entire amount on to a new charter school after a two-year period.

We are very impressed with your mission and wish you the very best of luck as a second generation charter school. If we can be of further assistance to you, please do not hesitate to call.

Sincerely,

H. Marshall Willard  
Director of Finance

Enclosure: Check for \$25,000

00287

281

February 16, 1999

Mr. Christopher Barbic  
School Director  
YES College Preparatory  
2317 Runnels Ave.  
Houston, Texas 77003

Dear Chris,

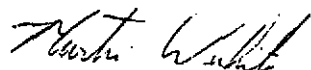
I want to thank you so much for taking the time to meet with me and my principal last week. As I told you over the phone, she was very impressed with YES College Preparatory and the visit went a long way in helping her see the vision we have for the HEROES Academy. You've been a huge inspiration (as well as a good friend) to me and I want to extend my sincere gratitude.

I think the visit gave me good luck as well because I believe I have found my team-teacher for next year. His name is Ricardo Gutierrez and he's originally from Mexico, grew up in the Rio Grande Valley, graduated from Rice University and has been teaching upper elementary here in the Valley for the last five years. He's pumped about the school and I'd like to bring him up for a visit to YES next month. I'll call you soon to see when would be a good time. I also hope you will be able to go to Los Angeles, preferably on March 17th and 18th.

I'm enclosing the last two pages from an article I sent you last week entitled "Positive Numbers: Math equity programs unlock the gate to algebra and beyond." I inadvertently omitted these pages from the copy I sent to you.

Thanks again, Chris. I hope to see you again soon!

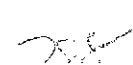
Sincerely,



Martin Winchester

Enclosure

00288



*Institute of International Education*  
*International Visitor Program • 515 Post Oak Boulevard, Suite 150 • Houston, Texas 77027-9467*

February 8, 1999

Ms. Lauren Rivera  
YES College Preparatory  
2317 Runnels  
Houston, TX 77003

Dear Lauren:

Thank you for the extraordinary attention you gave to Mr. Chong Kwot Kit from Hong Kong. His objectives were achieved and the visit to Houston was a success, thanks in large part to your participation. The visit to Yes College Preparatory provided an insight into charter schools which would otherwise not have been included in his program. Mr. Chong was quite pleased; I do hope that you and your colleagues also benefitted professionally from the exchange.

As you know, one of the major goals of the Institute of International Education is to foster increased communication and understanding between the U.S. and other nations. All of us at IIE appreciate very much your support of our efforts to increase international understanding by your personal participation in programs such as this one. We look forward to working with you again in the future.

Sincerely,



Ann W. Cleaveland  
Intern  
International Visitor Services

✓ cc Mr. Chris Barbic

00289

286

FRIENDS OF HERMANN PARK

January 25, 1999

Christopher Barbic  
Director  
Youth Engaged in Service College Preparatory  
2317 Runnels Ave.  
Houston, Texas 77003

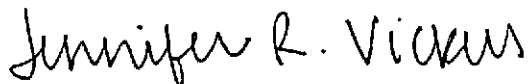
Dear Chris,

Thank you for supporting your students in their volunteer efforts with Friends of Hermann Park. I really enjoyed working with them at our cultivation events and was very impressed by the way they handled themselves.

I must also mention my (pleasant) surprise at the dedication of their teacher, Lauren Rivera. It is rare to find an educator with such enthusiasm that she would dedicate her Friday night to chauffeur and supervise her students.

Again, thank you for your support!

Most Sincerely,



Jennifer R. Vickers

00290

# HOUSTON FOOD BANK

— SERVING THE TEXAS GULF COAST —

Houston Food Bank  
The Herzstein Center  
3811 Eastex Freeway  
Houston, TX 77026  
713/223-3700  
713/223-1424 Fax

January 20, 1999

Yes Preparatory School  
2317 Runnels  
Houston, TX 77003

Dear students of Yes Preparatory School:

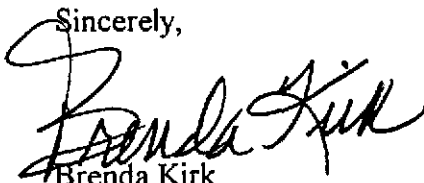
Thank you so much for your participation in the KTRK Channel 13 "Share Your Christmas" Food Drive. The community's combined effort to help feed the hungry across the Texas Gulf coast through the Channel 13 Food Drive was very successful. More than 152,000 pounds of nutritious food and \$25,000 was donated to the Houston Food Bank. These donations helped provide 268,000 meals for needy families during the holiday season. Your organization's contribution of 1,538 pounds of nutritious food is greatly appreciated and we wanted to send you a special thank you!

One in three children in Houston are at risk of going hungry. Your donation was distributed through the Food Bank's network of more than 500 charitable programs who care for those in need. A sampling of those organizations includes church pantries, homeless shelters, foster care homes for children, and elderly nutrition programs.

The Houston Food Bank thanks each individual who contributed to this outstanding effort to provide brighter holidays for our neighbors in need. On behalf of all those who will benefit from your caring, we wish you a prosperous and joyous 1999!

Thank you, you have made a difference!

Sincerely,



Brenda Kirk  
Executive Director

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Executive Director

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A Second Harvest Food Bank

00291





**Texas Children's Hospital**

**Facilities Planning  
and Development**

*Located in the Texas Medical Center*

1919 S. Braeswood Boulevard MC 4-4260  
P. O. Box 300630  
Houston, Texas 77230-0630  
Tel: 713 770-2139  
Fax: 713 770-2197

**Chris Barbic**  
**Project YES**  
2317 Runnels Ave.  
Houston, TX 77003

Dear Chris,

Thank you so much for thinking of Texas Children's Hospital when you decided to donate your mural, "Relief of a Figure Holding an Offering". It is so beautiful and will be enjoyed daily by the children and their parents. The Mural/panel will be located in Parking Garage and serve as a landmark to people parking at the hospital. I hope you will come to see your contributions.

These pieces truly make the hospital less frightening for children.

Please keep fostering your talents and your generous spirit!

Best regards,

Pamela Marquis

PM/jw

00292

One day, all children in this nation will have the opportunity to attain an excellent education.

TEACHFORAMERICA

January 7, 1998

To the Open-Enrollment Charter Review Committee:

Founded and staffed by Teach For America corps members, Project YES and Teach For America have maintained a close relationship over the past three years. On my visits to Houston, I have witnessed firsthand the relentless pursuit of excellence to which the Project YES faculty and students dedicate themselves. The school's innovative service learning program has led to impressive results, and we in the Teach For America community use the program as a model to illustrate the level of impact our corps members are making around the country.

Teach For America enthusiastically supports the conversion of Project YES, a sixth through eighth grade HISD campus charter school, to The Project YES College Preparatory School, a kindergarten through twelfth grade open-enrollment charter school. I truly believe this conversion will provide Project YES the flexibility and autonomy to expand its current program, benefit a larger number of Houston's inner-city children, and become a national model for educational reform.

Sincerely,

  
Wendy Kopf  
Founder & President



AN AMERICORP PROGRAM

ARTHUR  
ANDERSEN

711 Louisiana, Suite 1300, Houston, Texas 77002, (713) 237-2323

Community  
Action Network

January 6, 1998

Mr. Chris Barbic  
HISD  
3233 Wesleyan  
Building C  
Suite 124  
Houston, Texas 77027

Dear Chris:

I wanted to take the time to commend you and Ms. Kavaney on your efforts and commitment with the Project Y.E.S. program. Arthur Andersen is pleased to have the opportunity to work as a business partner with you both for the last three years.

Arthur Andersen feels the firm's professional commitment extends beyond providing the highest quality service. We feel strong the need to give back to our community especially in the field of education. Students of today are the possible work force of tomorrow.

You and Ms. Kavaney are perfect models of a true business/school partner. You both work to bring together the resources from both sides to enhance the many opportunities for your students. You both have gone well beyond what has been expected to provide a unique learning opportunity to your students. Your many specialized programs address the needs of the whole student. Your test scores are measurements that all children can learn if the opportunity and expectations are provided. Your dedication and commitment is the foundation of the program. You and Ms. Kaveny are always seeking new ways of stretching and introducing your students to new horizons. Your ability to seek out others to work with the program only enhances the program.

The students you both have come in contact with are very blessed to have such caring and dedicated teachers and administrators. Our school districts need more dynamic teachers like you and Ms. Kavaney.

Sincerely,



Charlotte Williams  
Community Relations Specialist

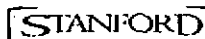
00294

~~00294~~

# YES College Preparatory School

## Results from Stanford 9 Achievement Testing, June 1999

00295



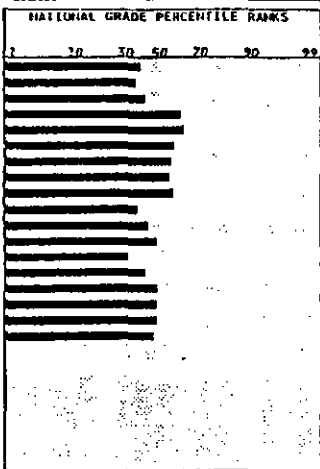
ACHIEVEMENT TEST SERIES, NINTH EDITION

SCHOOL: YES COLLEGE PREP  
DISTRICT: KIPP INC  
TEST TYPE: MULTIPLE CHOICE

GRADE: 06  
TEST DATE: 06/99

### GROUP REPORT FOR SIXTH GRADE

SUBTESTS AND TOTALS	Number Tested	Mean Raw Score	Mean Scaled Score	National Indiv PR-S	Mean National NCE	NATIONAL GRADE PERCENTILE RANKS						
						1	10	30	50	70	90	99
Total Reading	91	53.0	649	39-4	43.9							
Vocabulary	91	20.5	650	34-6	42.4							
Reading Comp.	92	32.3	649	41-5	45.5							
Total Mathematics	92	54.5	663	63-6	56.9							
Problem Solving	92	35.2	663	65-6	58.2							
Procedures	92	21.3	667	59-5	54.7							
Language	91	32.0	650	57-5	53.8							
Lang Mechanics	91	16.0	648	56-5	53.3							
Lang Expression	91	14.0	653	59-5	54.4							
Spelling	92	17.7	632	37-4	42.9							
Study Skills	92	19.0	636	43-5	46.2							
Science	92	25.3	643	48-5	48.9							
Social Science	91	18.4	607	32-4	40.3							
Listening	91	24.3	647	41-5	45.2							
Using Information	90	43.0	640	48-5	48.9							
Thinking Skills	89	139.4	636	48-5	48.9							
Basic Battery	90	204.8	NA	48-5	48.8							
Complete Battery	89	248.2	NA	46-5	47.8							



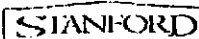
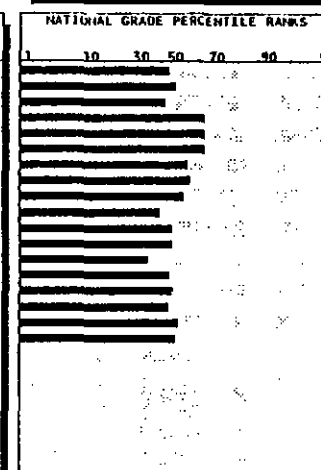
ACHIEVEMENT TEST SERIES, NINTH EDITION

SCHOOL: YES COLLEGE PREP  
DISTRICT: KIPP INC  
TEST TYPE: MULTIPLE CHOICE

GRADE: 07  
TEST DATE: 06/99

### GROUP REPORT FOR SEVENTH GRADE

SUBTESTS AND TOTALS	Number Tested	Mean Raw Score	Mean Scaled Score	National Indiv PR-S	Mean National NCE	NATIONAL GRADE PERCENTILE RANKS						
						1	10	30	50	70	90	99
Total Reading	84	58.5	669	46-5	47.8							
Vocabulary	84	22.3	679	50-5	50.1							
Reading Comp.	84	36.2	665	44-5	47.1							
Total Mathematics	82	57.4	684	67-4	59.6							
Problem Solving	82	35.1	680	67-4	59.5							
Procedures	83	22.4	699	67-4	59.1							
Language	83	32.3	660	57-5	53.7							
Lang Mechanics	83	16.9	662	59-5	54.4							
Lang Expression	83	15.4	659	55-5	52.6							
Spelling	83	20.0	651	41-5	45.4							
Study Skills	84	19.4	668	48-5	48.9							
Science	84	24.4	653	48-5	48.8							
Social Science	84	19.9	621	34-4	41.1							
Listening	83	27.1	656	46-5	47.7							
Using Information	82	43.5	653	48-5	49.1							
Thinking Skills	82	143.1	648	46-5	48.0							
Basic Battery	82	216.3	NA	52-5	51.3							
Complete Battery	82	258.5	NA	50-5	50.0							



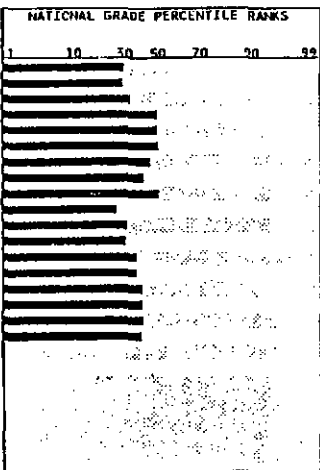
ACHIEVEMENT TEST SERIES, NINTH EDITION

SCHOOL: YES COLLEGE PREP  
DISTRICT: KIPP INC  
TEST TYPE: MULTIPLE CHOICE

GRADE: 08  
TEST DATE: 06/99

### GROUP REPORT FOR EIGHTH GRADE

SUBTESTS AND TOTALS	Number Tested	Mean Raw Score	Mean Scaled Score	National Indiv PR-S	Mean National NCE	NATIONAL GRADE PERCENTILE RANKS						
						1	10	30	50	70	90	99
Total Reading	47	51.2	667	30-4	39.2							
Vocabulary	47	19.0	672	30-4	39.3							
Reading Comp.	47	32.2	664	34-4	41.2							
Total Mathematics	47	44.9	676	49-5	49.7							
Problem Solving	47	27.9	669	49-5	49.7							
Procedures	47	17.0	690	50-5	50.2							
Language	37	29.2	658	45-5	47.6							
Lang Mechanics	37	14.3	653	41-5	45.5							
Lang Expression	37	14.9	662	51-5	50.4							
Spelling	47	17.7	653	27-4	37.2							
Study Skills	47	17.5	642	32-4	39.9							
Science	47	20.4	647	31-4	39.7							
Social Science	47	19.3	632	37-4	42.8							
Listening	47	25.5	659	37-4	42.9							
Using Information	37	42.8	654	40-5	44.6							
Thinking Skills	37	136.8	651	40-5	44.5							
Basic Battery	37	190.9	NA	41-5	45.2							
Complete Battery	37	231.2	NA	40-5	44.6							



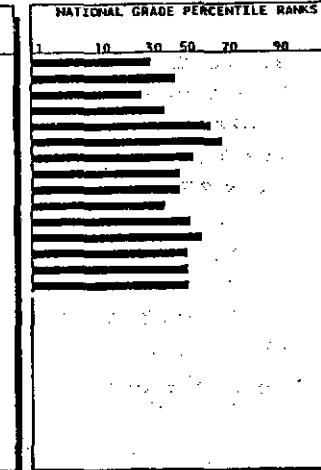
TEST OF ACADEMIC SKILLS, FOURTH EDITION

SCHOOL: YES COLLEGE PREP  
DISTRICT: KIPP INC  
TEST TYPE: MULTIPLE CHOICE

GRADE: 09  
TEST DATE: 06/99

### GROUP REPORT FOR NINTH GRADE

SUBTESTS AND TOTALS	Number Tested	Mean Raw Score	Mean Scaled Score	National Indiv PR-S	Mean National NCE	NATIONAL GRADE PERCENTILE RANKS						
						1	10	30	50	70	90	99
Total Reading	47	66.3	672	29-4	38.1							
Vocabulary	47	17.8	693	42-5	45.9							
Reading Comp.	47	28.4	662	25-4	35.8							
Mathematics	47	19.3	673	34-4	42.5							
Language	32	30.7	678	44-4	47.6							
Lang Mechanics	32	16.3	692	70-6	61.1							
Lang Expression	32	14.4	666	53-5	51.6							
Spelling	47	17.1	677	45-5	47.5							
Study Skills	47	17.0	660	45-5	47.4							
Science	47	18.4	662	36-4	42.4							
Social Science	47	17.4	654	52-5	51.1							
Using Information	32	41.6	676	58-5	54.2							
Thinking Skills	32	110.3	643	49-5	49.4							
Basic Battery	32	138.9	NA	49-5	49.5							
Complete Battery	32	177.7	NA	50-5	49.9							



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**See Scholarship Information Inside!**

00296

# College Prep in Houston and Manhattan



BY  
INÉS PINTO ALICEA

*Prep for Prep was launched in 1978 as a pilot project of Teachers College at Columbia University, the result of a doctoral project of the program's founder, Gary Simons.*

## Private Efforts Target Minorities

PREP FOR PREP

Back in 1993, sixth grade teacher Chris Barbic despaired as he watched his students' enthusiasm diminish as they ventured on to Houston-area middle and high schools. He knew something had to be done to help those students stay on a college-bound path. So he submitted a charter school proposal to the Texas Education Agency, and thus YES College Preparatory School was born in 1995.

"Every year, we've had more and more success," said Barbic, 29. "It's a challenge. I work 18-hour days. This school isn't for everyone. We have kids who come and decide they don't want to do it. But anyone who wants to come here can."

About 90 percent of the school's 400 students are Latino, and almost all of their families are poor; nearly all of the students qualify for a free lunch. About 20 percent of the students are considered limited-English-proficient. The school, which offers an intensive college-preparation program, teaches fifth through eleventh graders. Based on the results of the Texas Academic Assessment Standards (TAAS) test, progress among the school's students is good. Barbic shares the scores proudly. All 43 tenth graders passed the math and writing portion, and 95 percent had passed

reading. Scores are equally high among the sixth through eighth graders. But Barbic admits that the real test of his program will come when his current group of eleventh graders start applying to college and get accepted. Will the years of extra work pay off?

It is a question that every college preparatory program faces at its inception. The answer often makes or breaks a program. This

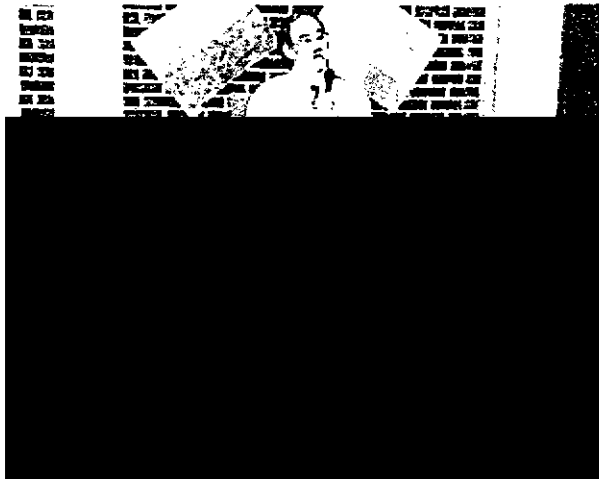
system. Once they complete the training, those who remain in the program are then placed in and offered full scholarships to any one of nearly 50 rigorous independent schools around New York. Once in, the students receive an extensive support network of tutors, counselors, and career guidance services up through college. Prep for Prep currently has 812 students enrolled in independent schools and an additional 571 at colleges.

In operation since 1978, nearly 500 of its students graduated from colleges nationwide, many of them Ivy League schools.

The programs are also different in the types of students they are recruiting. YES students are more middle-of-the-road students who show great promise, Barbic said. Prep for Prep looks for the most academically gifted students in New

York's public schools, testing 3,500 of the city's brightest students for participation in its program. More than 200 earn entry into the program.

"We are looking for students who are smart enough, motivated enough, and work hard enough to be the type of kids independent schools want," said Dominic Michel, associate executive director at Prep for Prep. The two programs share many similarities. Students are recruited and asked to commit to the rigors of the individual pro-



Prep for Prep's Gary Simons speaking to students

article looks at such programs and the challenges that they face—YES College Preparatory School and a more established program, Prep for Prep in New York.

Prep for Prep operates very differently from YES College Prep. It takes academically gifted minority students in the fifth grade for day school placement and in seventh grade for boarding school placement and subjects them to 14 months of intensive training while they are still in the public school

grams. Both programs require two or three hours of homework, long school days (in the case of YES College Prep, the day ends at 5 p.m.) Monday through Friday, Saturday classes, and summer school. Prep for Prep in New York follows this program until the student is placed in an independent school. There the students adopt the curriculum at the school in which they are placed. YES College Prep in Houston, however, does this at every grade level and continues the same curriculum until the student graduates from high school.

Every senior graduating from YES College Preparatory School, beginning with the class of 2001, is required to gain acceptance to a four-year college in order to receive a high school diploma.

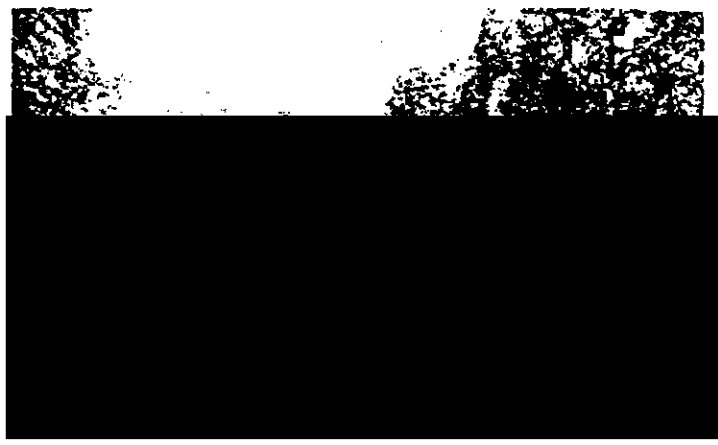
"We have to spend a lot of time helping the students catch up to speed, especially in English, since it is most of the kids' second language," Barbic said. "The minute they walk in the door, our kids are behind because they are competing with kids from private schools. A lot of the kids here have been pushed through the system. The schools weren't giving them the type of education to be prepared for college. Our expectations are a lot higher. We make sure they understand what is expected of them. They know what it takes to get where they want to go and the sacrifices

they have to make to get there. We are not aiming for the best and brightest kids in the city but we want to be sure the person is serious about the commitment and the work."

Both programs face the challenge of getting private funds for their work. The problem is equally acute for both—but for different reasons. Since Barbic's program is so new and to some extent unproven in the eyes of potential benefactors, Barbic spends much of his time chasing money and convincing people that his program will work. The school's first class will graduate in 2001.

"When we get the first group to college, it will pay off," Barbic said. "That is when things will explode and the resources will come in."

Barbic's program does receive some funding from the state of Texas, but he said he relies heavily on outside donations to provide many of the extras, such as cultural enrichment programs and the summer and Saturday classes. The money helps send students on extensive field trips. Last year, the tenth graders visited Boston and New York and toured Harvard, the Massachusetts Institute of Technology, Columbia University, and New York University. He also needs money to build a more permanent facility. The school currently operates out of modular units.



YES College Prep student group

He also will have his first 12th grade class next year and must account for that. Eventually, he would like to open more schools.

"The college visits are important because when you hear from a teacher that you can't get into college with Cs, it's one thing, but it's very different when you hear it from a college admissions counselor or from college students who also say they busted their butts and this is the payoff," said Barbic.

The school raises money from foundations, corporations, and other sources to help fund its educational programs. Among the contributors are the Houston Tannenberg Challenge, the Brown Foundation, the McNair Foundation, the North Hills Charter Grant, the Houston Endowment, the Cullen Foundation and others. "We want to perfect the model first," he said.

Michel said that fundraising is also a concern for his program since it is completely privately funded and since it is not a school and can not rely on tuition. But the money is needed for its numerous operations, including sending students in the program abroad for the summer; offering a summer job bank; providing a leadership development program; providing counseling, guidance, and tutorial services for its students; and preparing the students for placement in an independent school.

It conducts weekly sessions held after public school classes close for the day, Saturday sessions, and summer programs.

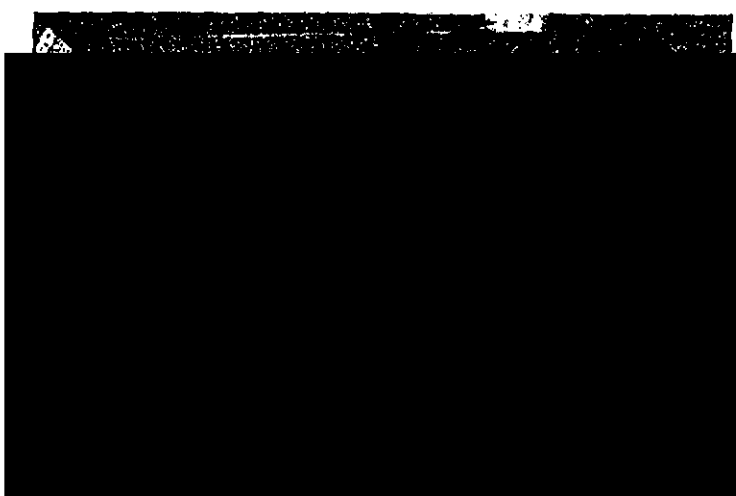
"All of our students have the intelligence, and many have the skill—but many don't, so we are trying to bridge the gap between intelligence and skills," said Michel. "We expect them to be the best students in their schools."

Michel said funding is important because the program would like to expand. It is unlikely that the number of independent school slots for Prep for Prep students will grow significantly, he said, and he hopes that the program will be able to prepare additional students through other methods.

"We're looking for ways to involve other students," Michel said.

Both programs stress developing leadership and a sense of giving back to the community and to their schools. Barbic's program uses a service-based-learning approach, integrating community service projects.

"It is important for these kids to see both that it is important to give back to the community and that there are always people who are less fortunate," said Barbic. "It makes them appreciate the opportunity YES has given them even more. We hope to build a strong alumni base, and we are teaching the students to give back. I would love to see the kids



Prep for Prep students in their junior year

come back and teach."

Michel said students in Prep for Prep not only take on internship assignments at businesses throughout the city as part of their leadership development, but they also travel abroad and participate in short retreats at which they discuss ethics, qualities of great leaders, and other relevant issues and participate in activities that develop their own leadership skills.

The two programs had very different origins.

Prep for Prep was launched in 1978 as a pilot project of Teachers College at Columbia University, the result of a doctoral project of the program's founder, Gary Simons. Simons felt there was a void in educational opportunities for minorities and disadvantaged children. He felt that they too should get the opportunity to attend private schools. He developed his program to prepare the students to enter independent schools, which

offer grounding for the rigors of college. The program opened its doors to 25 fifth graders in the facilities of Trinity School on Manhattan's Upper West Side. The weekly classes are still offered at that location, although the program has moved its offices to a separate facility.

Barbic majored in English and pre-law at Vanderbilt University in Nashville and after graduating went to work for Teach for America, an AmeriCorps program that allows people to earn teacher certification in exchange for a two-year commitment to teach in a poor neighborhood. Barbic was sent to Rusk Elementary in Houston, where he taught a class of sixth graders who had all flunked the TAAS. He helped them improve their scores significantly (83 percent passed the math portion) but was later disheartened to learn that many went on to join gangs, drop out, or become pregnant once in middle

school. Something needed to be done in Houston, where, according to Rice University sociology professor Stephen L. Klineberg's 1994 *Survey of Houston's Ethnic Communities*, one in three high school-age Hispanic students will fail to graduate from high school.

Barbic and some of his Teach for America colleagues started talking to students and parents and joined forces in 1995 to ask the Houston Independent School District for the privilege of starting a pilot program at Rusk Elementary that would extend students' stay after the sixth grade. The district approved the Project Youth Engaged in Service (YES), a sixth and seventh grade middle school program. The program quickly expanded to other grades, and in 1998 branched out on its own and became a charter school.

"They have strong leadership, dedicated faculty, motivated students, and

an inviting facility," said Patsy O'Neill, executive director of the Charter School Resource Center of Texas.

YES College Prep also has a strong following among its parents. said one of the parents of a student involved in the program.

██████████, a parent of a YES College Prep student, said her ██████████ was unmotivated in the public school system but that ██████████ attitude has changed significantly since enrolling at YES.

"One of the things that surprised me was that the teachers give students their phone numbers at home so they can call them if they need assistance in homework," said ██████████ needed that connection with ██████████ teachers in order to further ██████████ studies."

Both Barbic and Michel called that connection between talented students and educators vital to making their programs work and succeed.



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# Houston Press



## Best Charter School

YES College Preparatory School, 2317 Runnels Avenue, (713)227-7115

When we were in school, we had a name for those kids who thrust their hands in the air and waved them frantically every time someone asked a question. Strivers, we called them, in the same tone you might use for "wannabe" or "mouth-breather." Of course, they all grew up to be great leaders and illustrious people, and one of them, Chris Barbie, started a school for the next generation of strivers. With typical Teach for America zeal, Barbie raises an extra \$150,000 a year to give his mostly Hispanic, mostly East End students an education comparable to that of an elite private school. Call Barbie's cell phone after hours, and you'll be told via voice mail that if you're a kid needing help with homework, he'll get right back to you. As its name implies, YES College Prep, one of two exemplary-rated charter schools in the state, has but one goal for its congregation: college. Every year, YES kids get to take a trip. Some go camping in West Texas. Some go sight-seeing in Washington, D.C. But tenth- and 11th-graders visit Harvard and Stanford. Chances are, after the first YES class graduates in 2001, they'll strive their way back to those campuses, sit down in the classrooms and thrust their hands in the air.

APPLICATION

# Houston Press

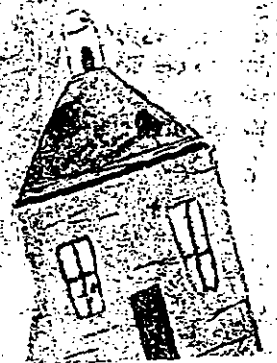
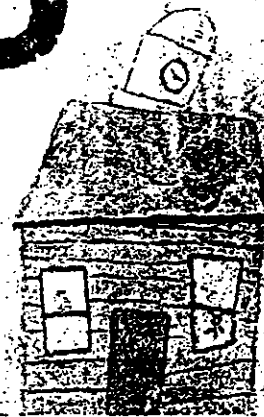
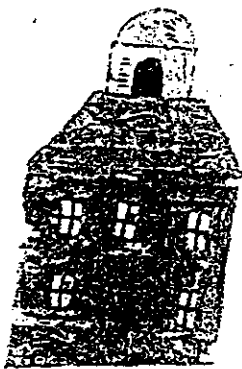
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APPLICATION  
July 22-28, 1999 FREE

**Insider:**  
**Look out! This board's**  
**out of its gourd!**

Volume 11, Number 29

# LEARNING CURVES



00301

# YES SCHOOL

offering a future to students in the east end

Dr. Brian D. Lee  
 Superintendent, Rusk Elementary  
 Houston, Texas

Gangs, drugs, single parent families, a high drop out rate, and unenthusiastic educators: quite a depressing list. Unfortunately it is all too familiar for many students in Houston's East End.

This is what Chris Barbic experienced when he, like so many other enthusiastic college graduates yearning to give something back to society, enrolled in Teach For America (TFA), a non-profit organization dedicated to improving the education of inner city students. Barbic knew what he was getting into when he joined forces with TFA. The state of America's education system is slipping behind many other first world countries. Educators, politicians, and parents are all trying to devise ways to improve the current situation. The problem is that these improvements are not happening fast enough. Everyday, students are lost in the system. Once we lose them it is highly unlikely that they will return. What does this mean for a chance at a college education? And what does it mean for a chance to become a contributing part of society?

These are the questions Barbic began to ask himself after his first year with TFA at Rusk Elementary. His sixth grade students made tremendous improvements in their Texas Assessment of Academic Skills (TAAS) scores from 0% passing to 83%. The problem began when these kids left Rusk Elementary to attend Jackson Middle School. Barbic explained, "It was awful. Kids were coming back to me with horror stories: one kid dropped out, another joined a gang, another became pregnant. It was very disheartening. All the work that we had accomplished was just going down the drain."

Barbic and Robert Richo, another sixth grade teacher and fellow TFA core member, started talking with the students and parents in the community. What the students needed was a safe haven to continue their education after completing sixth grade. In the spring of 1993 Barbic with more than three hundred students and parents descended upon a HISD board meeting to ask for the privilege of starting a pilot program at Rusk Elementary that would extend students' stay after the sixth grade. They were successful. The board approved the creation of Project Youth Engaged in Service (YES), a sixth and seventh grade middle school program housed on the campus of Rusk Elementary.



Project YES met with amazing success. They used a service based learning approach by integrating community service projects. Barbic said, "It is important for these kids to see that it is important to give back to the community and that there are always people who are less fortunate. It makes them appreciate the opportunity YES has given them even more." During the first year of operation, the Texas Education Agency (TEA) awarded Project YES with Recognized Campus status for the first time ever on the TAAS test.

## APPLICATION

HISD rewarded Project YES. In the 1996-1997 school year the second year of operation, the program expanded to include the eighth grade. Again, TEA awarded Project YES with Recognized Campus status for achieving an 85% passing rate on all parts of the TAAS test.

Project YES recognized even greater results in the 1997-1998 school year. The TEA gave Project YES Exemplary Campus status for high performance on the TAAS. They had a 90% average passing rate and 98% average attendance. As enthusiasm and excitement increased, Project YES decided to apply to become a state-chartered public school.

In March of 1998, TEA agreed to convert Project YES from an ISD charter program to a state accredited open-enrollment charter school. "We exchange accountability for more autonomy. That's the way it works in the business world, why not in education?" explains Barbic. (There are currently 166 charter schools in the state of Texas. Eighty-eight are operational. The rest will be operational in September.)

In September 1998, YES College Preparatory School opened its doors. YES changed its focus from a serviced based curriculum (although it is still a strong part of the curriculum) to a rigorous college preparatory curriculum. Before enrolling at YES, students and parents must sign a contract stating that their main goal is college matriculation. The dedication of these students is unbelievable. The regular school day at YES is from 7:30 a.m. to 5:00 p.m., with extra hours on Saturdays from 9:00 a.m. to 1:30 p.m., and an extra month of classes in the summer. Barbic says, "We have to spend a lot of time helping the students catch up to speed, especially in English, since it

Barbic explains Barbic & YES school students

is most of the kids second language." Some of the extra time is spent in a specialized study hall for those students who need extra help. Also, they have partnered with the Princeton Review to help the students prepare for the SAT. And they have implemented enrichment programs such as Guitar Club, Chess Club, and Soccer. Barbic says, "We are trying to get these kids ready for college. Colleges want well rounded students. We have to serve as surrogate parents to these students, they don't have parents taking them to soccer practice or music lessons, we have to provide that enrichment for them."

The students go on a field trip each year. This year the sixth graders are going on a Texas University tour and the tenth graders are going to Boston to visit Harvard, Boston University, and Michigan Institute of Technology. "For most students, they will be the first in their family to attend university. This is a great opportunity for them to see what the result of all of their hard work will be." Says Barbic.

Patsy O'Neil, Executive Director of the Charter School Resource Center of Texas, says of the YES school, "They have strong leadership, dedicated faculty, motivated students, and an inviting facility." That is exactly what I found when I visited YES. It is hard to describe the enthusiasm present in both the teachers and the students. I observed Mr. Powell's seventh grade history class when he asked, "What is the Magna Carta?" and hands reached for the sky.

The students at YES are not shy. They are all extremely willing to share their love and excitement for the YES school. In between classes, students come up to me, extended their hands and introduced themselves. [REDACTED], a ninth grade YES student, said, "The reason I love YES is because all the teachers here care about you. YES is a family, a team working together to help everyone reach their goals and better the lives. Due to YES, I will go to college."

The YES school is always looking for volunteers. They have a limited budget that must cover all of the expenses, teachers salaries, facilities, lunches, transportation, and any extra enrichment programs. Please call (713) 227-7115 if you would like to help or volunteer.

## Newsmakers

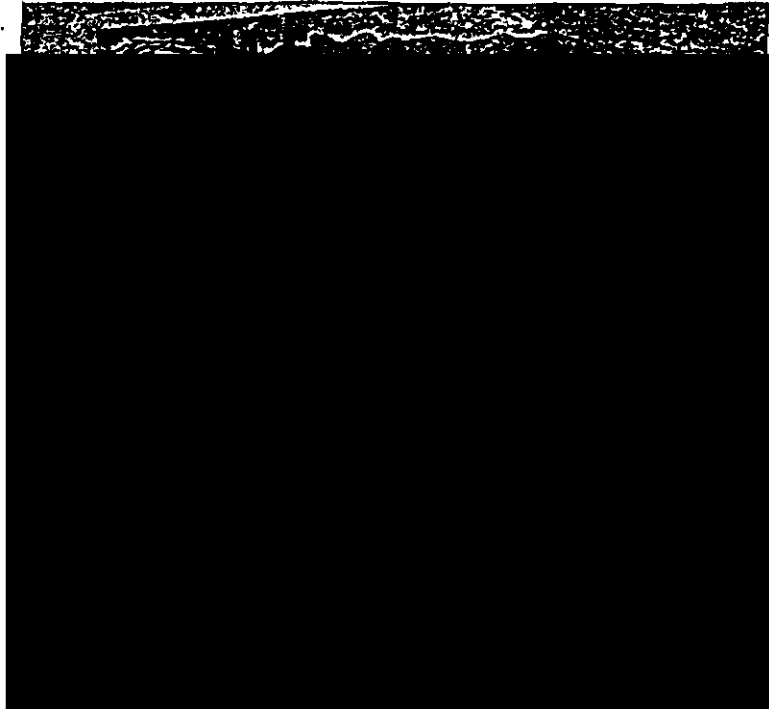
247

DAYS UNTIL 2000

THE AMERICAN CENTURY

At school, small for his age, the future 39th president began the practice of a lifetime, walking up to others with a grin and hand extended: "Hi, I'm Jimmy Carter." In eighth grade, he wrote six rules for "good mental habits" in his scrapbook. The climax: "A person who wants to build good mental habits should avoid the idle daydream; should give up worry and anger; hatred and envy; should neither fear nor be ashamed of anything that is honest and purposeful." At 13, he read *War and Peace* and was reinforced in the populist view that great events were ultimately determined not by the leaders but by the common people.

From *The American Century*, by Harold Evans.



Ben DeSoto / Chronicle

### Poetry and emotion

Actor-writer Edward James Olmos expresses his feelings about a poem read by student [REDACTED] in a program Wednesday at the Talento Bilingue de Houston theater. Olmos, who addressed some 300 students after their poetry and rap presentation, is in town to celebrate the first anniversary of the Nuestra Palabras writing program and to promote his photo essay book, *Americanos*, which celebrates Hispanic diversity.

# A HIGHER CALLING

APPLICATION

## School is setting students on path to college degree

By CAROL E. VAUGHN  
ThisWeek Correspondent

Tenth-grader [REDACTED] is an exception to the rule in [REDACTED] neighborhood, where higher-than-average drop-out rates are the norm, and few youth earn the luxury of higher education.

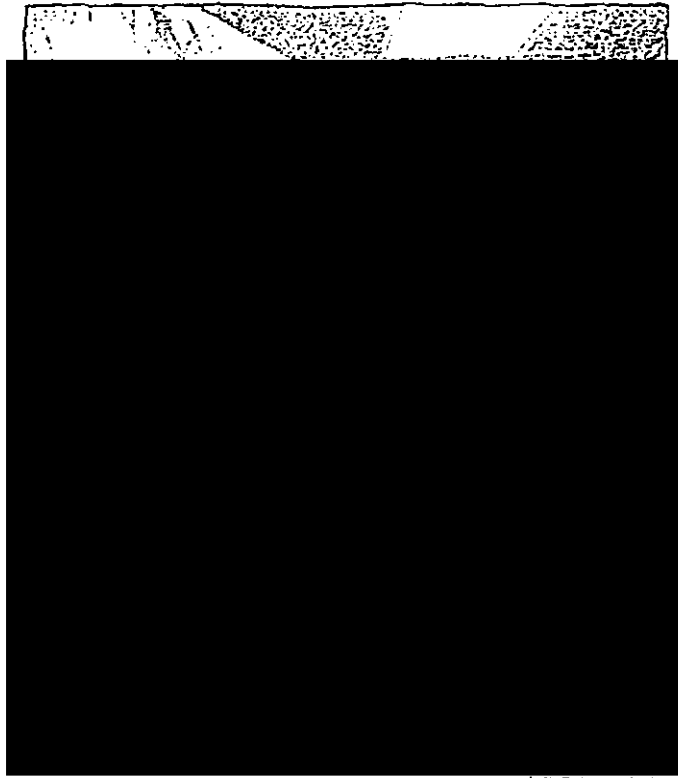
As a student at the Yes College Preparatory School, [REDACTED] has an excellent shot at attending a quality college, according to its founder.

Here, students commit to a 7:30 a.m.-5 p.m. school week, plus two four-hour Saturdays a month, with an average of two hours of homework each night.

The 320 students at the public charter school have accepted college as a goal in exchange for their efforts.

Founded by Chris Barbic, the school at 2317 Runnels is an out-

See SCHOOL on Page 4.



Jeff Fikow photo

[REDACTED] paints a mural by Frida Kahlo and Diego Rivera.

## School

Continued from Page 1.

growth of an HISD charter school founded in 1995 at Rusk Elementary is expanded to the seventh grade.

As a sixth-grade elementary teacher, Barbic was growing tired of watching his students' enthusiasm for learning diminish as they ventured in to area middle and high schools.

After the Rusk expansion project proved successful, Barbic submitted a charter school proposal to the Texas Education Agency to break rank from HISD. It received acclaim as the highest-ranking proposal in the state, he said.

Currently open to students in grades six through 10, the inner-city school will add a lower and upper grade next year and will expand to 12th grade the following year.

"Class of 2001" will be the school's first graduates. [REDACTED] friends who attend [REDACTED] zoned school, [REDACTED] are going down a different path, [REDACTED] said.

"They don't really want to do anything. They skip school and don't get

what they need. Here we don't skip because we want to be here," [REDACTED] said.

While other high schools tend to throw work at students, [REDACTED] said teachers at Yes are very supportive. Many are young teachers who must commit to the long hours that go along with the school's mission. The fruits of their labor are evident by last year's standardized test scores.

Of the eighth-graders, 93 percent passed Texas Assessment of Academic Skills math and reading while 95 percent passed writing. In a neighboring high school, of the 1,100 students who enroll as freshmen, only 250 on average will end up graduating, Barbic said.

Only 13 percent of those graduating are taking the Scholastic Aptitude Test in order to apply for college. The average score on the SAT is 750, not enough to gain entrance into a good college, he added.

"We have many kids floundering," Barbic said. "Those kids did everything they were told to do."

At Yes, students take basic college preparatory classes, much like students would at private preparatory

schools. At present, a 100-pupil waiting list is testament to the school's success.

Students are recruited by word of mouth and by visits to neighboring schools. By profile, 95 percent of the students are Hispanic and 98 percent qualify for the free-lunch program.

A college counselor has been added to the school's 15-teacher staff to emphasize commitment to the school's mission. The counselor builds relationships with universities and helps students with college choices.

Although the graduating class is two and a half years away, "we want her working on it now," Barbic said.

Barbic, a 23-year-old education activist who craves challenge, said the school will accept any student who is willing to work. Dedication is determined in student-parent interviews and home visits by teachers who question student commitment.

"We'd like to find kids that have an academic track record, but it's not necessary," Barbic said. "We're just looking for students with commitment and who would like to go to college."

00307

## Board of Education approves charter schools

By KATHY WALT  
Houston Chronicle Austin Bureau

AUSTIN — The State Board of Education on Friday approved 41 new charter schools, tripling the number of experimental education programs that will be available to Texas schoolchildren.

The 12-2 vote came despite several board members' concerns about diversity of the schools' student bodies, a "cookie-cutter" ap-

proach to setting up schools and some schools' plans to hire for-profit management firms to run them. Board members Mary Helen Berlanga, D-Corpus Christi, and Will Davis, D-Austin, cast the only negative votes, although Davis later said he was voting against only four of the schools.

"I'm very comfortable with what the board's done today," said Education Commissioner Mike Moses.

The new schools — all but two of which expect to be operating by Au-

gust, when the next school year starts — will bring to 60 the number of charters operating in Texas since the Legislature first authorized them in 1995. Education Commissioner Mike Moses said the new charter schools will enroll an estimated 12,000 students now attending public schools.

Charter schools operate free of many public school mandates and are funded with tax dollars.

Among those approved Friday are nine in the Houston area, in-

cluding two Houston Independent School District campuses that joined forces to form a charter school, and the first county-run charter school for juvenile offenders.

Harris County, which was granted a charter for its Juvenile Justice Charter School, is the first county to seek a charter status for education programs the Legislature mandated counties provide to adjudicated juvenile offenders.

See EDUCATION on Page 30A.

## Nine charter schools awarded in Houston area

By MELANIE MARKLEY  
Houston Chronicle

Harris County officials and the founders of two high-performing HISD schools are among those who were awarded open-enrollment charters Friday by the Texas Board of Education.

Charter schools are less regulated and have greater autonomy

than other public schools. Of the 41 new charters approved statewide, nine will open in the Houston area.

As a result of Friday's action, Harris County will become the first local government in the state this fall to operate a charter school for juvenile offenders.

The Harris County Juvenile Justice Charter School will provide educational services at five sites in Houston and one in Seabrook.

Harris County Judge Robert Eckels said adjudicated youth will receive greater consistency in educational services than are currently provided by different school districts. The county, he said, will contract with a private education provider.

"It's a much better situation for the kids," he said. "And it's a better deal for the taxpayers because we have got the state doing its appro-

prate role in funding the education program for these kids through the charter school system."

The state education board also approved the KIPP Inc. Charter that combines two Houston Independent School District middle schools — KIPP Academy and Project Y.E.S.

Leaders from the two schools

See CHARTERS on Page 30A.

## Charters

Continued from Page 29A.

plan to share a facility but maintain different programs that would eventually serve students in kindergarten through the 12th grade.

Both schools, which operated as HISD charters, were started by highly motivated teachers involved with Teach for America, an organization that places non-education college graduates in inner-city schools.

Michael Feinberg, director of KIPP Academy, said he and the directors of Project Y.E.S. will have to find start-up money to secure a facility for the charter school. But he believes the school will be in a better position to provide students what they need to prepare for college.

KIPP Academy, as an HISD school, has had different lodgings every year since it opened in 1994. It was first housed at Garcia Elementary in north Houston, then moved to Askew Elementary in west Houston, then Sharpstown Middle School in southwest Houston, and finally this year, to the administrative building at the corner of Richmond and Wesleyan.

"By going state charter, it doesn't solve any problems," said Feinberg.

"All it did was put the problems in our laps, and I like that fight better."

While KIPP Academy — KIPP stands for Knowledge is Power Program — serves mostly students from southwest Houston's Gullfong area, Project Y.E.S. has classroom space at Rusk Elementary School in east Houston.

Sheilah Kavaney, co-director of Project Y.E.S., said the decision to become a charter was based on the fact that "we really knew where we wanted to go, and we were just trying to find the best path."

HISD, as a result, will lose two of its best-performing middle schools.

"While we are certainly sorry to see them go as HISD schools," said spokesman Terry Abbott, "we are tremendously proud of them. And it's a badge of honor for HISD that two of our best schools were selected to be state charter schools."

Other new Houston charters include the Educational Learning and Enrichment Center in Houston, Ed White School of Education/Enhancement with campuses in Houston and Seabrook, Mainland Preparatory Academy in Texas City, Wyndam Charter School in Houston, Alief Montessori Community School, Houston Can! Academy Charter School and Academy of Houston.

## Education

Continued from Page 29A.

Also on the approved list is the San Antonio Advantage Charter School, whose board of directors is headed by state Rep. Mike Krusee, R-Austin, a strong supporter of charter schools in the Texas House of Representatives. Krusee said he would not be paid for his services as president of the school's board of trustees.

The Texas Legislature last year approved expanding the charter school program to 100 new open-enrollment schools and an unlimited number that serve primarily students at risk of failing or dropping out of school.

Friday's decision means the board could at some future date approve 50 more open-enrollment charter schools. It expects to begin awarding in May charters to schools that will serve at-risk student populations. Applicants not selected Friday for open-enrollment charters will be considered for at-risk population charters if the schools indicate they are willing to serve that group of kids, Moses said.

Berlanga, who voiced most of the questions about the makeup of student bodies, said, "I don't want to see

us setting up segregated schools."

Moses, however, said the board should look at the history of the original 19 charter schools. Of the 4,100 students attending those programs, 3,000 are minorities and 2,800 are considered at-risk, he said.

"That's a good indicator of what we might expect in the future," Moses said.

He said the staff will review the charter contracts, especially schools contracting with for-profit management companies. If they see any problems, they will bring them to the attention of the board.

Davis cast his vote against four charters, all run by Robert H. Crosby of Virginia. All of the schools are called the Richard Milburn Alternative High School, but each is located in a different city: Lubbock, Killeen, Midland and Corpus Christi.

"I'm getting nervous about this," Davis said at one point. "I'm getting bad feelings."

Davis and several other board members expressed concerns about out-of-state entrepreneurs setting up charter schools in Texas. He said he could foresee that people skilled in setting up organizations "could develop a cookie-cutter plan of education."

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

DEPARTMENT OF THE TREASURY

Date: OCT 07 1998

PROJECT YES INC  
C/O CHRISTOPHER BARBIC  
4305 YOAKUM BLVD STE 1  
HOUSTON, TX 77006

Employer Identification Number:  
76-0563835

DLN:  
17053210020018

Contact Person:  
D. A. DOWNING  
Contact Telephone Number:  
(513) 241-5193

Accounting Period Ending:  
July 31

Form 990 Required:  
Yes

Addendum Applies:  
No

Dear Applicant:

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

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

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

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

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

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

00309



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

Full Name of Sponsoring Entity and Name of Proposed Charter School: Yes College  
Preparatory School

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

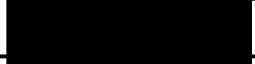
IF ANSWER IS "NO" OR "NONE", SO STATE.

1. Full Name (Initials Not Acceptable): Samantha Barlow Martinez

2. Have you ever had your name changed? yes If yes, give reason for the change: marriage

b. Maiden Name (if female) Barlow  
c. Other names used at any time \_\_\_\_\_

3. Social Security Number: 

4. Date and Place of Birth: ; Houston, TX

5. Business Address: N/A  
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>9/98 - present</u>	<u>2301 Norfolk #9</u>	<u>Houston, TX</u>	<u>77098</u>
<u>9/96 - 9/98</u>	<u>1705 Morse #4</u>	<u>"</u>	<u>77019</u>
<u>2/96 - 9/96</u>	<u>1902 Park St.</u>	<u>"</u>	<u>"</u>
<u>3/95 - 2/96</u>	<u>Gen (various)</u>	<u>Guadalajara Mexico</u>	<u>(studying)</u>
<u>8/94 - 3/95</u>	<u>?</u>	<u>Sparks, NV</u>	
<u>6/93 - 8/94</u>	<u>1803 S. 3rd St.</u>	<u>Louisville, KY</u>	

7. Education: Dates, Names, Locations and Degrees

College Brown University / Providence, RI / 9/88 - 5/93 / B.A.  
Comparative Literature  
Graduate Studies Univ. of Houston / Houston, TX / 8/97 - present / J.D.

expected May 2000  
62 00310

Others Univ. of Guadalajara / Fall 1995 / Certificate in Foreign Language Teaching / Guadalajara, Mexico

8. List Membership in Professional Societies and Associations: American Bar Association

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

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

DATES	EMPLOYER	ADDRESS	TITLE

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

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

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

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? no  
If yes, give details: \_\_\_\_\_

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

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

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

16. Have you ever been adjudged bankrupt? NO

17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? NO  
If yes, give details: \_\_\_\_\_

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

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


Dated and signed this 12<sup>th</sup> day of January, 18 2000, at Houston, TX

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

State of Texas  
County of Harris

Personally appeared before me the above named Suzanne Barton Martinez 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 19<sup>th</sup> day of January, 19 2000

(SEAL)  (Notary Public)  
My commission expires \_\_\_\_\_

## CONTRACT FOR CHARTER

This contract is executed the 21st day of June 2000 between the Texas State Board of Education (the "Board") and YES College Preparatory School ("Charterholder") for an open-enrollment charter to operate a Texas public school to be known as YES College Preparatory School.

<b>General</b>
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1. Definitions. As used in this contract:
  - "Charter" means the open-enrollment charter, as provided by Subchapter D, Chapter 12, Texas Education Code (TEC), granted by this contract.
  
  - "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.
  
  - "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 #701-00-006; (d) any condition, amendment, modification, revision or other change to the charter adopted or ratified by the Board; (e) all statements, assurances, commitments and representations made by Charterholder in its application for charter, attachments or related documents, to the extent consistent with (a) through (d); and (f) assurance by Charterholder, evidenced by execution of this contract, that no false information was submitted to the Agency or the Board by Charterholder, its agents or employees in support of its application for charter.
  
3. Authority Granted by Charter. The charter authorizes Charterholder to operate a charter school subject to the terms of the charter. Action inconsistent with the terms of the charter shall constitute a material violation of the charter.
  
4. Alienation of Charter. The charter may not be assigned, encumbered, pledged or in any way alienated for the benefit of creditors or otherwise. Charterholder may not delegate, assign, subcontract or otherwise alienate any of its rights or responsibilities under the charter. Any attempt to do so shall be null and void and of no force or effect; provided, however, that Charterholder may contract at fair market value for services necessary to carry out policies adopted by Charterholder or the governing body of the charter school. Charterholder may not engage or modify the

terms of the engagement of a private management company without approval by the Board in accordance with Paragraph 7 of this contract.

5. Term of Charter. The charter shall be in effect from June 21, 2000 through June 20, 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 500 students. The charter school's admission policy shall prohibit discrimination on the basis of sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the student would otherwise attend. Students who reside outside the geographic boundaries stated in the charter shall not be admitted to the charter school until all eligible applicants who reside within the boundaries have been enrolled.
9. Public Education Grant Students. Charterholder shall adopt an express policy providing for the admission of, and shall admit under such policy, students eligible for a public education grant, including those students who reside outside the geographic area identified in the charter application, under Subchapter G, Chapter 29, TEC.
10. Non-discrimination. The educational program of the charter school shall be nonsectarian, and shall not discriminate against any student or employee on the basis of race, creed, sex, national origin, religion, disability or need for special education services.
11. Children with Disabilities. The charter school is a "local educational agency" as defined by federal law. Charterholder must comply with the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §1401, et seq., and implementing regulations; Section 504 of the Rehabilitation Act

of 1973 ("Section 504"), 29 U.S.C. §794, and implementing regulations; Title II of the Americans with Disabilities Act, 42 U.S.C. §12131-12165, and implementing regulations; Chapter 29, TEC, and implementing rules; and the many court cases applying these laws. For example:

- (a) Child Find. Charterholder must adopt and implement policies and practices that affirmatively seek out, identify, locate, and evaluate children with disabilities enrolled in the charter school or contacting the charter school regarding enrollment, and must develop and implement a practical method to determine which children with disabilities are currently receiving needed special education and related services. For each eligible child, Charterholder must develop and offer an individualized education plan appropriate to the needs of that student.
- (b) Free Appropriate Public Education. Charterholder must provide a free appropriate public education to all children with disabilities otherwise eligible to enroll in the charter school. If the program, staff or facilities of the charter school are not capable of meeting the needs of a particular child, Charterholder must implement changes necessary to accommodate the child at the charter school. If reasonable accommodations would be insufficient to enable the child to benefit from the charter school's program, Charterholder must, at its own expense, place the child at an appropriate school.
- (c) Services to Expelled Students. Charterholder must continue to provide a free appropriate public education to a child with disabilities even after expelling or suspending the child for valid disciplinary reasons. This obligation to serve the child continues until the end of the school year.
- (d) Monitoring. The charter school's implementation of the laws governing education of children with disabilities will be monitored for compliance by the United States Department of Education, Office of Special Education Programs; the United States Department of Education, Office of Civil Rights; the Texas Education Agency; and others. This monitoring activity includes responding to complaints, random on-site inspections and other investigations by the enforcing agencies, and will result in corrective actions imposed on Charterholder by these agencies for all discrepancies found.
- (e) Due Process Hearings. The charter school's implementation of the laws governing education of children with disabilities will, in addition, be subject to court supervision via litigation against Charterholder brought by individuals affected by the actions of the charter school. The cost of this litigation can be substantial.

Notice: These are only a few of the charter school's legal responsibilities in this area, included here for illustrative purposes only.

- 12. Student Performance and Accountability. Charterholder shall satisfy Subchapters B, C, D, and G of Chapter 39 of the TEC, and related Agency rules, as well as the student performance accountability criteria stated in its application for charter. Charterholder shall annually provide in a manner and form defined by the commissioner a written evaluation of

the charter school's compliance with the statements, assurances, commitments and representations made by Charterholder in its application for a charter, attachments, and related documents.

13. Criminal History. Charterholder shall take prompt and appropriate measures if Charterholder or the charter school, or any of their employees or agents, obtains information that an employee or volunteer of the charter school 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.
14. Reporting Child Abuse or Neglect. Charterholder shall adopt and disseminate to all charter school staff and volunteers a policy governing child abuse reports required by Chapter 261, Texas Family Code. The policy shall 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.
15. Notice to District. Charterholder shall notify the school district in which the student resides within three business days of any action expelling or withdrawing a student from the charter school.
16. School Year. Charterholder shall adopt a school year with fixed beginning and ending dates.

<b>Financial Management</b>
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17. Fiscal Year. Charterholder shall adopt a fiscal year beginning September 1 and ending August 31.
18. Financial Accounting. 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.
19. Federal Requirements. Failure to comply with Internal Revenue Service withholding regulations shall constitute a material violation of the charter.
20. 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.
21. Annual Audit. Charterholder shall at its own expense have the financial and programmatic operations of the charter school audited annually by a certified public accountant holding a permit from the Texas State Board of Public Accountancy. Charterholder shall file a copy of the annual audit report, approved by Charterholder, with the Agency not later than the

120<sup>th</sup> day after the end of the fiscal year for which the audit was made. The audit must comply with Generally Accepted Auditing Standards and must include an audit of the accuracy of the fiscal information provided by the charter school through PEIMS. Financial statements in the audit must comply with Government Auditing Standards and the Office of Management and Budget Circular 133.

22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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**

29. 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.
30. 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.
31. PEIMS Reporting. Charterholder shall report timely and accurate information to the Public Education Information Management System (PEIMS), as required by the commissioner.
32. Conflict of Interest. Charterholder shall comply with any applicable prohibition, restriction or requirement relating to conflicts of interest. If an officer or board member of Charterholder or of the charter school has a substantial interest, within the meaning of Chapter 171, Local Government Code, in a transaction, such interest shall be disclosed in public session at a duly called meeting of the governing body prior to any action on the transaction.
33. 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.
34. 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.
35. 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.

36. 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.

### Enforcement

37. 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.
38. 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.
39. 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.

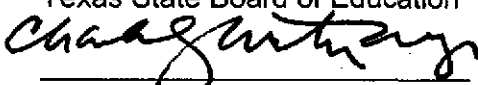
### This Agreement


40. 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.
41. 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

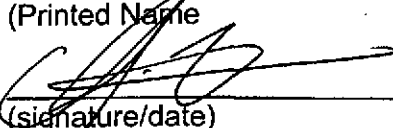
of the contract shall remain in full force and effect, so as to give effect to the intent of the parties to the extent valid and enforceable.

42. 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 #701-00-006; (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).
43. 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.
44. Venue. Any suit arising under this contract shall be brought in Travis County, Texas.
45. Governing Law. In any suit arising under this contract, Texas law shall apply.
46. 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 21<sup>st</sup> day of June, 2000.

Texas State Board of Education  
  
By Chase Untermeyer, Chairman

Charterholder  
  
(signature/date)  
Chairperson, Governing Board of  
Charterholder

Diane Waterman Webb  
(Printed Name)  
  
(signature/date)  
Chief Operating Officer, Charterholder  
Christopher Jeffrey Barbic  
(Printed Name)