

TEXAS EDUCATION AGENCY

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

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

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

Name of Proposed School: The ZOE Learning Academy
 Maximum Grade Levels to be served: Grades Pre-K through 6
 Estimated 1st Year Enrollment: 150 Max Enrollment: 300
Note: Additional sites will be added throughout the five-year charter.

Name of Sponsoring Entity: The ZOE Learning Academy, Inc.
 Check one: X 501(c)(3) nonprofit organization SBOE District: 4
 Governmental Entity _____ College or University _____ Starting Date: 8/2001

Chairperson of Board of Sponsoring Entity: Dr. Richard Rose
 Chief Executive Officer of Sponsoring Entity Dr. Richard Rose
 Chief Executive Officer of School: Dr. Richard Rose

Applicant Mailing Address: 6701 Cullen Boulevard, Houston, Texas 77021
 School address (if different from above): _____
 Contact Phone # (713) 748-4228 _____ Fax # (713) 748-7833 _____
 Email Address: [REDACTED]

I certify that I have the authority as the Chief Executive Officer of the sponsoring entity designated above to make application for the above-named "75%" Rule charter schools. I further certify all information contained in this application is complete and accurate, realizing that any misrepresentation could result in disqualification from the charter application process or revocation after award. I authorize the agency to investigate the references included in this application.

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

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

Signature of Chief Executive Officer Of Sponsoring Entity/date

[Signature] 8-17-2000
 Signature of Chairperson of the Governing Board of the Sponsoring Entity/date

[Signature]
 Signature of Application Preparer

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350/08/18/00-012

Proposed School Data

(This page not provided to review committee members)

Projected Student Populations (indicate estimated percentages):

<u>75</u>	Students "at risk of dropping out of school"
<u>20</u>	Students requiring Special Education services
<u>15</u>	Students of Limited English Proficiency
<u>40</u>	Students Economically Disadvantaged Families
<u>60</u>	Minority Students

Will the school require all teachers to be certified? No

Will the school require that all teachers be degreed with at least a bachelor's degree? Yes

Will the school allow an individual to serve as a paid employee of the school as well as member of the governing board? No with the exception of the CEO

Will the school allow members of the same family to serve on the governing board? No

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

No Been convicted of a felony?

No Been convicted of a misdemeanor?

No Been involved in bankruptcy?

Has the sponsoring entity been involved in

No Litigation

No Sanctions from any state regulatory agency?

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

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

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

1. Evidence of eligibility of sponsoring entity

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

The sponsoring entity ZOE Learning Academy Inc., located at 6701 Cullen Blvd., Houston, TX 77021, is an organization exempt from taxation under the Internal Revenue Code of 1986 (26 U.S.C. Section 501(c)(3). Within this application, the sponsoring entity will be referred to as ZLA. The organization was chartered in Texas as a non-profit corporation on August 15, 2000 to serve young people who find themselves in at-risk situations that impede their ability to succeed in traditional educational settings.

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

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

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

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

C. Articles of incorporation of sponsoring entity

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

D. Bylaws of sponsoring entity

For copy of the Bylaws of ZLA, see Attachment #3.

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

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

F. History of sponsoring entity

1. Financial history of the entity

The governing entity, ZLA, was incorporated in Texas and has not had a formal financial audit at this time.

2. Credit report

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

3. Most recent IRS filing

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

4. Disclosure of any liens

ZLA has no existing liens.

5. Litigation History

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

II. Community Support

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

As a fundamental strategy for ensuring diversity of perspective, the sponsoring entity, ZLA, included community groups in the charter school planning process. By consulting diverse groups, ZLA has ensured that issues in planning its proposed charter school were considered from multiple perspectives and that questioning, challenging, constructive arguing, monitoring and authentically useful feedback were an integral part of the planning process. Some of the specific activities used to involve community in planning the charter include:

- ⌚ Conducting a public meeting in the community of Southeast Houston attended by 85 individuals from that community

Obtaining signed petitions and letters of support from more than 64 adults in these this community

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

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

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

ZOE Learning Academy has no other official business arrangements or partnerships with existing schools, educational programs, businesses, or non-profit organizations. ZOE may, however, contract with business partners to provide services for students such as hot lunches, after school services, etc.

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

Please consider the following persons as references for this project. None of the identified persons is directly associated with The ZOE Learning Academy.

(1) Dr. Gene A. Moore 713-733-0146 3730 South Acres Dr. Houston, Tx. 77047
Senior Pastor of Saint Agnes Baptist Church.

Dr. Moore is well qualified as an authority in the area of schools. He has operated a school for over 15 years. He has also been a member of the Board of Directors for the Houston Community Colleges. Dr. Moore is also on the Board of Regents for Texas Southern University. Dr. Moore leads the way in caring for our children.

(2) Margo Shelton 281-847-4352 P.O. Box 270302 Houston Tx. 77277
Tax Consultant.

Margo Shelton has a big heart as it relates to children. She is constantly donating her time to help and benefit kids.

(3) Pastor Leroy Woodard Jr. 713-659-7750 3230 Hadley Houston, Tx. 770288
Senior Pastor of Christian Rescue Mission Church

Pastor Woodard is a man right in the middle of things as it relates to families in need. Pastor Woodard is responsible for some 30 to 40,000 people eating on Thanksgiving and Christmas. Along side this project is the toys and clothes for children.

(4) David Roberts 713-795-4800- 1520 South Loop West Houston, Tx. 77054
Executive Director of Shepherd's Watch International Fellowship.

David Roberts is a very resourceful man. He has the ability to coordinate all the activities for the children receiving their toys at christmas. He is also the director at Shepherds Watch, where he is responsible for the mentoring or minister.

(5) Tawana Rogers Dargin 713-792-7725 1515Holcombe Blvd. Houston, Tx. 77030
Patient Services Coordinator, MD Anderson Cancer Center.

Tawana Dargin is very active in the inner-city working with children. She is involve with the P.A.B.A. [REDACTED]. P.A.B.A. holds fast to the idea that "A boy can't open a knife nor fire a gun with boxing gloves on".

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

Notices of Intent were published in the local newspapers of Houston, Texas, and The Informer, Texas on August 10, 2000. The Notice of Intent as published appears as follows:

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

The Zoe Learning Academy is applying to the State Board of Education for approval to operate an open enrollment charter school ("Zoe Learning Academy") to be located at the Life Church facilities at 6701 Cullen Blvd. Houston, Tx 77021. Charter schools are public schools established by nonprofit organization, institutions of higher education, or governmental entities. These schools are publically funded and are free from many state regulations that apply to other public school is being provided for the benefit of the community in which the school would be located if approved.

Date of Public forum will be August 13, 2000 at 1:30 p.m.

Zoe Learning Academy
Dr. R.S. Rose II. C.E.O.
Board of Directors:
Connie P. Rose, President
Sandi Taylor, Vice President
Robert Etheridge, Treasures
Helen Cockrell, Secretary

Location of proposed school – 6701 Cullen Blvd. Houston, Tx. 77021

The facilities in which the school will be held is an 11,000 square ft. building, fenced in on the corner of Cullen and Yellowstone.

Grade levels to serve K-6 grades

August 16, 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, Tx. 78701

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For evidence of newspaper publication, see Attachment #7 titled Newspaper Publication. Notices of Intent were (delivered by postal) to the City Hall August 17, 2000 For evidence of delivery to the city council and commissioner's court with jurisdiction over the geographic area, see Attachment #8 titled Notification to City Council and Commissioner's Court

III. Governance of the Sponsoring Entity

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

The Founding Board of ZLA is composed of three persons who are credentialed experienced educators from the public and private sector, local business owners/operators, and parents. These individuals will perform the initial application functions and will further appoint two additional qualifying individuals for the local Board of Directors to create a five-member board during the summer prior to the proposed charter school's first school year. The three Founding Board members, together with two individuals selected to serve on the initial Board, will form a permanent five-member Board whose terms do not expire.

During the first school semester that ZLA operates any charter school campus, the Board will add two additional members to form a seven-member Board. One of the newly elected Board members will be a parent or guardian of a student enrolled at our school. The other newly elected Board member will be a school employee (faculty or other staff member) who is neither a school administrator nor the Principal. A Parent Advisory Committee (see descriptions of this Committee will nominate a slate consisting of one or more parents or guardians (or person standing in the role of parent or guardian) to fill this position in alternating years. The Board member slot dedicated to a faculty member will rotate annually and this slot will be filled by election of the Board from a slate of nominees provided by the Faculty Nominating Committee. (Detailed procedures for selecting and terminating Board members are provided at page 11 below.)

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

- ① Dr. Richard Rose, President and CEO
Pastor of a church, President of a Child Development Center and College Instructor
- ② Connie P. Rose, Vice President
Executive Director Senior Citizen Center Inc., Chairman of Board, Gulf Coast Community Services

- ① Sandi Taylor, Secretary-Treasurer
Real Estate Developer, Mortgage Broker and Educator

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

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

The manner in which members of the governing body are selected and removed from office is described below in item c. (page 12).

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

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

- ① Dr. Richard S. Rose II.

Dr. Rose has 20 years experience in leadership of people and organizations. He has held positions from managing businesses to owning businesses. Dr. Rose has own and operated the Northside Mortuary of Houston. He has also managed an Insurance Agency for National Foundation Life Insurance Co. He has taught in a College. He is presently the Senior Pastor of The Life Church of Houston. He also has develop a full service child development center call Living Life Child Development Center Inc. Dr. Rose is also affiliated with several organization and social activities in the city Houston.

1. Mr. Robert L. Etheridge 925 North Collins Street Arlington, Tx. 76011-6023
817-216-4253

2. Mrs. Sandra Burton Sykes 4915 Beechaven Dr. Houston, Tx. 77053 281-
438-7251

3. Mr. Christopher P. Kirksey 17302 Northern Star Dr. Houston, Tx. 77084
281-463-3301

☉ **Cornelia P. Rose**

Mrs. Rose has over 30 years serving the citizens of Houston. Her experience spans a wide range of services. She has been the Executive Director of Senior Citizen Center of the Greater Northside Houston for the past 29 year. She has been a pastor's wife for 49 years in which she has cared for the elderly as well as for the children. She is very involve in child hood development at the Brighter Futures Day Care and Academy and at the Living Life Child Development Center where she consults the staff in child care needs. Mrs. Rose has also served as Chairperson of The Board for Gulf Coast Community Services in which the Head-Start program is under.

1. Mrs. Dan McCalla 9202 Scott St. Houston, Tx. 77051 713-734-6938

2. Ms. Fran Holcombe 5000 Gulf Freeway Houston, Tx. 77017 713-393-4701

3. Ms. Mary Reed 2218 Stevens St. Houston, Tx. 77026 713-222-6724

Saundra D. Taylor

Ms. Taylor has a wealth of experience as it relates to business and children. She completed her under graduates studies in Early Child-hood Development. She has taught in the districts in Houston and Los Angeles. Ms. Taylor is a realtor with experience in development and investments.

1. Ms. Thelma Houston 22007 Calderbrook Katy, Tx. 77449 281-5789452

2. Attorney Deon Warner 4410 Montrose Houston, Tx. 77006 713-807-1007

3. Ms. Franchell Jones 6425 Dryad Apt. 904 Houston, Tx, 77035 713-226-
2668

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

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

A VISIONARY ROLE that includes a duty to:

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

A GUIDANCE AND DIRECTION role that includes a duty to:

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

An ADVOCACY ROLE that includes a duty to:

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

3. Describe the following:

a. The officer positions designated

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

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

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

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

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

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

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

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

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

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

The Founding Board of ZLA is composed of three persons who are credentialed experienced educators from the public and private sector, local business owners/operators, and parents. These three individuals will perform the initial application functions. During the summer prior to the proposed charter school's first school year, the Founding Board will create a five-member board by appointing two additional qualifying individuals for local Board of Director service. The Founding Board members, together with the two individuals selected by these three members, will form a permanent five-member Board whose terms do not expire.

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

A Parent Advisory Committee will be established to empower parents as advocates and to encourage participation of parents and guardians in their child's education. Among its several duties, the Parent Advisory Committee will function as the Board's advisory committee for the purpose of nominating a parent/guardian member for Board service. During the first six weeks of school, the Parent Advisory Committee will nominate one parent or guardian (or person standing in the role of parent or

guardian) from the combined parent populations of existing school campuses. Vacancy for the parent-guardian Board slot will be filled by a majority vote of the Board to either conduct a new election or appoint from the nomination slate submitted by the Parent Advisory Committee. This procedure will be repeated to fill the vacancy created when a parent-guardian Board member term expires (in alternating years).

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

Board members, including those with "permanent" tenure, who are convicted of a felony will be required to resign from the Board immediately upon conviction. Members of the Board, including those with "permanent" tenure, may be removed for cause by a two-thirds (2/3rds) majority vote of the remaining board members. The procedure for replacing "permanent" Board members who have either been removed for cause or who have voluntarily resigned is as follows: appointed by the board for the expired term.

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

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

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

The five-member permanent Board (described above) will serve terms that do not expire. The 6th Board slot will be dedicated to, and filled by, an elected school employee (a faculty member or staff member) who is neither an administrator of the school nor the Principal and is employed by the school. The faculty slot on the Board will rotate annually. The 7th Board slot will be dedicated to, and filled by, an elected parent or guardian who has a student at the school. The Board slot dedicated to a parent or guardian will rotate once every 2 years. There is no limit as to the number of consecutive years that the two elected members may serve.

f. whether the terms are to be staggered

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

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

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

B. School Management Board

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

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

2. Describe the following:

a. The officer positions designated

The School Management Board of The ZOE Learning Academy is the same as the Board of the sponsoring entity. The officer positions are the same as shown for the sponsoring entity.

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

The School Management Board of The ZOE Learning Academy is the same as the Board of the sponsoring entity. The officer positions are the same as shown for the sponsoring entity.

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

The School Management Board of The ZOE Learning Academy is the same as the Board of the sponsoring entity. The officer positions are the same as shown for the sponsoring entity.

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

The School Management Board of The ZOE Learning Academy is the same as the Board of the sponsoring entity. The officer positions are the same as shown for the sponsoring entity.

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

The School Management Board of The ZOE Learning Academy is the same as the Board of the sponsoring entity. The officer positions are the same as shown for the sponsoring entity.

- f. **whether the terms are to be staggered.**

The School Management Board of The ZOE Learning Academy is the same as the Board of the sponsoring entity. The officer positions are the same as shown for the sponsoring entity.

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

No private entity will be involved in the operation of The ZOE Learning Academy or any of its campuses.

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

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

education, and technology applications. In addition, auditable records will be maintained which describes the location of each book in regard to teachers and students.

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

IV. School Demographics (Reviewed by Agency)

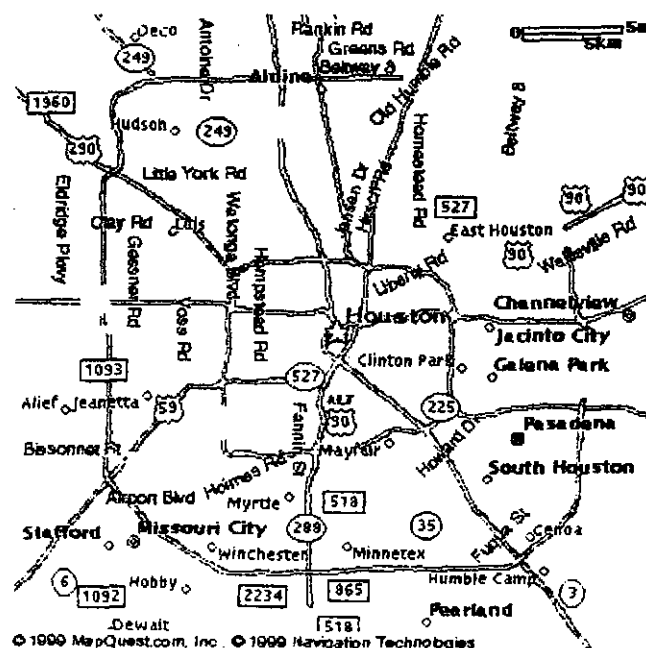
- A. **What are the school's enrollment projections for the first five years? What is the school's maximum enrollment goal? What grades will be served? How many students are expected to be in each grade or grouping? What will be the maximum class size allowed: any increase in the grade levels served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

Year	KG	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Total
2001	50	50	30	30	30	40	40	270
2002	50	50	40	40	40	40	40	300
2003	50	50	50	50	40	40	40	320
2004	50	50	50	50	50	50	40	340
2005	50	50	50	50	50	50	50	350

The maximum class size allowed is 18:1 maintaining this ratio through the use of teachers and paraprofessionals. However, The ZOE Learning Academy retains the right to enroll the maximum of 300 students when there is a waiting list of students to be served and building capacity to serve them.

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

The first proposed school campus, The ZOE Learning Academy will be located at 6701 Cullen Blvd. This location is in Harris County, Texas. Although the school expects that most of its students will come from the zip codes adjacent to the school's location, The ZOE Learning Academy



will serve all children residing in Harris County, Texas, who are interested in enrolling in our school and who are eligible to do so.

School population data for the Houston Independent School District underscore rapidly changing racial and cultural characteristics taking place in the Houston area. The Houston ISD reports that 10.5% of its students are white-non-Hispanic, 52.9% are Hispanic and 33.8% are African American. Houston ISD also reports that 60% of its school population is economically disadvantaged (source: TEA district data).

Region 4 Educational Service Center serves all schools in Harris County.

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

The facility at 6701 Cullen Blvd was selected because it is connected by two major highways that gives easy accessibility to major transit stops, it has fenced in playgrounds and spacious facilities available and ready to accommodate the needs of the students to the school's campus from several areas of the Metroplex. The school campus' location on a main highway will also make The ZOE Learning Academy more visible within the local community.

In selecting the site, members of the Founding identified several salient citizen characteristics and community features that our proposed school locations can address. These include:

- ① Changing population demographics (see especially the school data for Houston ISD presented above) suggest that a growing percentage of students in the targeted areas are economically disadvantaged. The implication is that poverty may be (although it not always) related to lower educational attainment. Parents who are lower income typically have lower educational attainment and may be uncomfortable participating in their child's education – the scene of their own prior failure. Therefore, low-income families will benefit, not only by having individualized learning for their students, but from personal efforts to specially welcome parents as participating partners in their child's school.
- ① Parents desire safe and nurturing schools located in, or easily accessible to, their own community
- ① Parents and the community want to see educational outcomes and will support a school that promotes literacy and demonstrates results.

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

V. Human Resource Information (Reviewed by Agency)

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

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

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

Policy governing hiring – To provide uniform employment practices throughout the organization and to conform with Equal Employment Opportunity and Affirmative Action Policies, The ZOE Learning Academy will adopt a written pre-employment process and uniformly implement this process in searching for job applicants. Application forms, job descriptions, and contracts will be jointly developed for each staff position by the CEO, the Board, and any advisory committees established by the Board prior to advertising available positions. The proposed charter school will use both internal and external search mechanisms in the employment process.

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

The proposed school will hire and maintain the appropriate number of employees to insure that students attending the new school campuses receive maximum educational and social benefits. Each teacher or educator must be skilled and experienced in working with school-age students on learning and enrichment activities. All program personnel, including teachers/educators, must pass a criminal background check prior to beginning work. A criminal check will be run through the Region 4 ESC on each applicant that will be hired by the proposed new school. Region 4 ESC will also conduct criminal background checks for all school volunteers.

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

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

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

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

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

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

B. Administrators (Reviewed by Agency)

1. Biographical Affidavit for each administrator of the school.

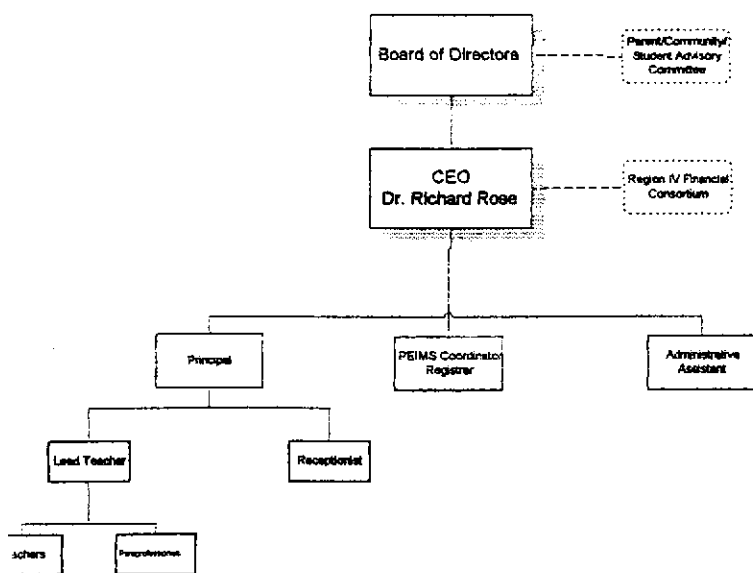
For a biographic affidavit for the present administrator of the proposed new school, see Attachment #10.

2. Powers and duties

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

Dr. Richard Rose will act as CEO/Superintendent of the proposed new school. A brief resume outlining Dr. Rose's qualifications and experience is provided above at page 8. The school's chain of command is shown in the following organizational chart.

Figure 1. Organizational Chart of The ZOE Learning Academy Staff



The school's CEO/ Superintendent will report directly the school's Board. The Principal, working under supervision of the CEO, will be responsible for the day-to-day leadership at The ZOE Learning Academy campuses, for supervising all staff, for implementing and maintaining school policy, and for all day to day functions that will support maximum success of the program. Complete job descriptions for the CEO/Superintendent, Principal,

financial director and other administrative personnel are provided below in item d. at page 22. Descriptions of the minimum qualifications of classroom teachers and other staff are provided below at page 25

A Parent Advisory Committee will be established to empower parents as advocates and to encourage them to participate actively in their child's education. A new Committee will be formed during the first 6 weeks of each school year and will be constituted by parents or guardians (or persons standing in the role of parent or guardian) of students currently enrolled at any campus of The ZOE Learning Academy. The Committee will consist of an equal number of parents (or guardians) from each campus in active operation at that time a Committee is formed each year. Terms of service on the Parent Advisory Committee will be concurrent with each school year. The Parent Advisory Committee will function as the Board's advisory committee for the purpose of nominating a parent/guardian member for Board service. The Committee will also help the school plan, implement, and evaluate the school's local Migrant Education Program (MEP) on an annual basis. (see p. 84 below for further discussion of the school's MEP planning)

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

The ZOE Learning Academy will encourage parents to serve as paraprofessional volunteers and teacher aids at all school campuses. We will request each parent to volunteer a minimum of 36 hours per year on behalf of the school. The Principal will assist each parent in identifying volunteer opportunities and scheduling volunteer service and will provide training to all volunteers with respect to school and program

policy. Volunteer service by a parent is entirely voluntary and shall not constitute any prerequisite or requirement for a child to enroll or attend the school. Region 4 ESC will conduct criminal background checks for all school volunteers including parent or guardian volunteers.

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

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

Dr. Richard Rose will hold the positions of Chief Executive Officer and Chairman of the Board. With over 20 years of experience in leadership, Dr. Rose has hands-on experience in delivering diagnostically prescribed, learner-centered education to students who are in at-risk situations. See page 8 above for a brief resume that outlines Dr. Rose' qualifications and experience in the field of education.

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

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

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

Experience All teaching staff of Pre-Kindergarten through Grade 6 will be experts in early childhood learning and will provide evidence of success with experience in the teaching field. The Chief Financial Officer must have at least five year's experience in the field of accounting or finance and one year in school accounting.

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

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

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

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

- ① communicating and advising the Board
- ① directing hiring and discharging recommendations to the Board
- ① implementing directives from the Board
- ① interacting with all advisory committees established by the Board
- ① organizing and implementing fundraising activities
- ① establishing and implementing contracts
- ① expending and maintaining fiscal records
- ① evaluating program effectiveness
- ① dealing with discipline and mediating conflicts between parents, students, and teachers
- ① guiding the educational process of the staff and students and
- ① participating in the evaluation of school staff at each school campus

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

General duties domain

- ① Implement the vision and mission statement according to the vision and mission statements outlined within the charter
- ① Manage the day-to-day affairs of the proposed new school focusing on curriculum, instruction and students and other duties as may be assigned by the CEO and/or designee
- ① Ensure that all necessary records are obtained and maintained as required by law and for audit purposes
- ① Ensure that all laws relating to the proposed new charter school are followed by all staff including federal programs and special populations
- ① Coordinate substitutes, textbooks, and other operations required by the proposed charter school to provide quality educational services
- ① Work with CEO and/or designee to prepare necessary reports
- ① Perform other duties as assigned by the CEO and/or designee

Curriculum and Instruction domain

- ① Work with the CEO and/or designee, and faculty on developing and implementing curriculum and evaluation methods of students that support the proposed school's vision and mission
- ① Work closely with team leaders in utilizing flexible scheduling and in creating thematic project-based learning that incorporates all disciplines
- ① Utilize interdisciplinary and other innovative learning endeavors as outlined in the charter application
- ① Coordinate technology as a learning tool

Supervisory domain

- ① Supervise other faculty
- ① Evaluate faculty and staff on predetermined job performance criteria
- ① Interview and make hiring and firing recommendations to the CEO or his or her designee
- ① Ensure that all faculty are fully informed of pay procedures, Board policies and directives, and policies and directives of CEO and/or his or her designee
- ① Handle student discipline
- ① Establish a safe, peaceful, and clean learning environment
- ① Work with faculty on professional development activities, development of lesson plans, scope and sequence, IAP portfolios, and rubrics for each course

Programs domain

- ① Implement, monitor and participate in the evaluation of all federal and state programs provided at the proposed new school campuses
- ① Implement peer mediation and peer court when directed by the CEO and/or designee
- ① Develop and implement free/reduced lunch program when required maintaining appropriate records required by the state and federal guidelines that may be audited
- ① Implement enrichment programs in conjunction with the CEO and/or his or her designee

Parent/Public Involvement domain

- ① Assist with student recruiting and open houses
- ① Maintain a cooperative working relationship with building tenants and owners
- ① Coordinate and ensure that parents stay informed regarding student progress
- ① Maintain open lines of communication with parents
- ① Encourage and facilitate parental involvement and the development of a community of learners
- ① Create an environment that fosters continuous improvement

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

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

- ① Provide input to the Board concerning course and academic offerings of the school.

- ① Assist in orienting all Board members in the principles and procedures of learner-centered education.
- ① Report on school progress to the Board on a monthly basis.
- ① Supervise the development of needed courses of study, insuring that all developed courses meet all course requirements set forth in Texas Essential Knowledge and Skills.
- ① Supervise all educational staff
- ① Supervise the implementation of courses that are developed.
- ① Provide diagnosis in language arts, math, and reading for all students entering the school.
- ① Provide diagnosis of entering students in the areas of learning styles and learning needs.
- ① Interview parents and students seeking to enroll into the school.
- ① Assist parents and guardians and other community members in identifying volunteer opportunities and scheduling volunteer service
- ① Ensure that background check are made for all school volunteers
- ① Receive suggestions from parents and guardians with respect to school operation and school policy
- ① Provide training to all volunteers with respect to school and program policy.

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

The ZOE Learning Academy plans to hire Mr. Ernest Fitch to fill the Principal position. Mr. Fitch has 17 years' experience as an educator. In his seventeen years he has worked in all areas of education and is presently the Department Head of Special Education at Advantage Charter School.

e. How will administrative personnel be evaluated?

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

- ① Instructional management
- ① School or organization morale
- ① School or organization improvement
- ① Personnel management
- ① Management of administrative, fiscal, and facilities
- ① Student management
- ① School or community relations
- ① Professional growth and development
- ① Academic excellence indicators and campus performance

- ⌚ School board relations (for superintendents only)
- ⌚ A student performance domain shall be included in the appraisal of the Principal and the Superintendent

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

The salary range and benefits for administrative staff will be:

- ⌚ CEO/Superintendent \$55,000 to \$70,000
- ⌚ Principal \$45,000 to \$60,000

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

Benefits available to all administrative staff include:

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

C. For Faculty and Staff (Reviewed by Agency)

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

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

Teachers must be qualified to execute instructional strategies, strategies for student growth and development, strategies for classroom management and organization, strategies for policy implementation, and possess good communication skills.

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

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

A low student/teacher ratio of 18:1 will be maintained at all grade levels including paraprofessional support whenever possible. When staff is not available this ratio could reach 22:1. This student/teacher ratio will include additions of paraprofessionals to the classroom as student numbers increase or high numbers of special populations are enrolled. Need for hiring additional paraprofessional personnel will be determined by the CEO who will make recommendations for adding these personnel.

3. Identify the proposed faculty and staff if possible.

With the exception of the position of Principal, all new faculty and staff will be new hires and cannot be identified at this time. The Board plans to hire Mr. Ernest Fitch to fill the position of Principal. See page 24 above for a description of Mr. Fitch's qualifications and experience.

4. How will the faculty and staff be evaluated?

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

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

Domains of the PDAS instrument for teacher evaluation include:

- ① Domain I: Active, Successful Student Participation in the Learning Process
- ① Domain II: Learner-Centered Instruction
- ① Domain III: Evaluation and Feedback on Student Progress
- ① Domain IV: Management of Student Discipline, Instructional Strategies, Time, and Materials
- ① Domain V: Professional Communication
- ① Domain VI: Professional Development
- ① Domain VII: Compliance With Policies, Operating Procedures and Requirements
- ① Domain VIII: Improvement of Academic Performance of All Students On The Campus (Based on Indicators included in the AEIS)

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

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

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

Paraprofessional Qualifications - The paraprofessional staff will possess a minimum of a high school diploma and possess experience in the field of early childhood learning and development, education, and/or child care. The duties and responsibilities of paraprofessional will be to provide direct and indirect services to students and teachers. They will be supervised and evaluated by the Principal. Paraprofessionals will attend all professional development activities with the teachers. 17 paraprofessionals will be hired to assist the teaching staff at each school campus.

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

Major responsibilities include:

- ① Work closely with the Superintendent in monitoring the calendar as well as the school calendar for each school campus.
- ② Keep records for Board meetings and all reports that need to go to parents, TEA, banks, the Principal and financial officer/director.

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

D. Code of Conduct

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

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

- ⌚ With respect to food, no food is to be eaten outside on the school grounds. Candy and gum are not permitted in the school. Students are not allowed to skip lunch unless they have a note from their parents. Pupils are expected to eat the food on their tray even if it is not their favorite.
- ⌚ Trash must be put in trash cans at all times; students (and others) are expected to see that halls and restrooms are kept clean
- ⌚ With respect to classroom conduct, teachers are in charge of the classroom at all times; pupils are to obey the rules and requests of teachers. Substitute teachers are in charge in place of absent teachers; students are expected to obey substitute teachers in the same way as if he/she were their regular classroom teacher.
- ⌚ While attending student assemblies, students must enter the area quietly and listen for instructions.
- ⌚ With respect to common area conduct, students are expected to treat other students as they would want to be treated.
- ⌚ Electronic equipment of any kind are not to be brought to any school campus. Students must adhere to a written dress code that is in compliance with existing constitutional or other legal requirements concerning standards that public schools may set concerning a student's attire and general appearance. Dress codes may be amended, as necessary, to comply with changing legal requirements over time. As part of our dress code, students will be required to wear uniforms consisting of (for males) beige or navy khaki long pants and white shirts and (for females) beige or navy khaki skirts or long pants with white shirt.
- ⌚ Students are to show respect for all adults and for other students. School and classroom behavior should exemplify respect for everyone's right to learn. Physical fighting is not allowed at any time for any reason at school and will not be tolerated.
- ⌚ Pupils walking in the halls between bells must have a hall pass.
- ⌚ With respect to homework (given on four nights each week), students are expected to complete and return the work on the following day.
- ⌚ Students are expected to work through classroom problems with their teacher. They may bring their problems to the attention of a school administrator AFTER they have shown an effort to reach a solution with the teacher.
- ⌚ Profanity is not allowed. Appropriate language for the school environment is expected at all times. All students are expected to use proper manners at all times while at school (excuse me, please, thank you, listening when others are speaking, etc.)
- ⌚ No weapons of any kind (real or play) can be brought to any school campus. Students must alert a teacher or other adult if they know of any weapons that are on

campus. Toy weapons or other weapons such as knives will be removed from students. Violation of the "no weapons" code of conduct will be cause for student suspension.

- ⌚ Students may use the school telephones only for emergency situations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- ① It supports the school's conduct guidelines that urge students to "do your best at all times"
- ① It supports the school's conduct guidelines that urges students to "develop the "I Can" attitude
- ① It supports the school's mission to educate students in basic skills and core content (students must be present to be educated)
- ① It supports the school's mission that students will adhere to behavioral guidelines

- ① It supports the school's mission to provide opportunities for students to express their special talents and to maintain and enrich their own unique cultural heritage (students must "show up" to accomplish these goals)

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

VI. Business Plan (Reviewed by Agency)

A. Financial Management

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

Start Up Budget

Facility Customization	\$	25,000 Start up funds
Secretary/Registrar	\$	6,400 Start up funds
Telephone	\$	300 Start up funds
Printing	\$	1,000 Start up funds
Furniture	\$	12,000 Start up funds

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The ZOE Learning Academy may purchase an item that is available from only one source without following the competitive bidding guidelines.

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

- ⌚ accurate, current, and complete disclosure of the financial results of each program;
- ⌚ accounting records that identify the source and use of funds;
- ⌚ effective control and accountability for all funds, property, and other assets;
- ⌚ comparisons of expenditures with budget amounts for each grant;
- ⌚ source documentation to support accounting records such as canceled checks, paid bills, payrolls, time and attendance records, contract and grant award documents;
- ⌚ procedures to minimize the time elapsing between receipt of funds and disbursement of funds;
- ⌚ procedures for determining reasonableness, allowability, and allocability of costs in accordance with OMB Circular A-122 for non-profit organizations and the Department of Education regulations.

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

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

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

Preparation of Budget.

- ① On or before August 31 of each school year, the Superintendent/CEO shall prepare, or cause to be prepared, a proposed budget covering all estimated revenue and proposed expenditures of the charter school for the following fiscal year.
- ② The budget must be prepared according to generally accepted accounting principles, rules adopted by the State Board of Education, and adopted policies of the Board of The ZOE Learning Academy.

Records and Reports

- ① The Superintendent/CEO shall ensure that records are kept and that copies of all budgets, all forms, and all other reports are filed on behalf of the charter school at the proper times and in the proper offices as required by this code.

Budget Meeting: Budget Adoption.

- ① When the budget has been prepared under Section 44.002, the President shall call a meeting of the Board of Trustees, stating that the purpose of the meeting is the adoption of a budget for the succeeding fiscal year.
- ② The President shall provide for the public notice to be given.
- ③ The Board, at the meeting called for that purpose, shall adopt a budget to cover all expenditures for the Charter School for the next succeeding fiscal year. Any constituent of the Charter School may be present and participate in the hearing.

Filing of Adopted Budget.

- ① The budget will be reported to TEA through the first submission of PEIMS.

Effect of Adopted Budget: Amendments.

- ① Public funds of the charter school may not be spent in any manner other than as provided for in the budget adopted by the Board of Trustees, but the Board may amend a budget or adopt a supplementary emergency budget to cover necessary unforeseen expenses. Any amendment or supplementary budget must be prepared and filed according to rules adopted by the State Board of Education.

Accounting System: Report.

- ① The standard school fiscal accounting system that will be adopted and installed by The ZOE Learning Academy will be PeachTree or QuickBooks. The accounting system will conform with generally accepted accounting principles and will report information for the school as well as the 501 (c) (3). The information and system is subject to review and comment by the state auditor.
- ② A record will be kept of all revenues realized and of all expenditures made during the fiscal year for which a budget is adopted. A report of the revenues and expenditures for the preceding fiscal year shall be filed with the agency on through submission of Actuals to PEIMS.
- ③ The charter school, as part of the report required by this section, will include management, cost accounting, and financial information in a format prescribed by the State Board and in a manner sufficient to enable the State Board to monitor the funding process and determine educational system costs by charter school, campus, and program.

Annual Audit Report.

- ① The school's Board shall have the charter school fiscal accounts audited annually at charter school expense by a certified or public accountant holding a permit from the Texas State Board of Public Accountancy. The audit must be completed following the close of each fiscal year. The independent audit must meet at least the minimum requirements and be in the format prescribed by the State Board of Education, subject to review and comment by the state auditor. The audit shall include an audit of the accuracy of the fiscal information provided by the charter school through the Public Education Information Management System (PEIMS).
- ① Each treasurer receiving or having control of any school fund of the charter school shall keep a full and separate itemized account with each of the different classes of its school funds coming into the treasurer's hands. The treasurer's records of the charter school's itemized accounts and records shall be made available to audit.
- ① A copy of the annual audit report, approved by the school's Board of Trustees, shall be filed by the charter school with the Agency not later than the 120th day after the end of the fiscal year for which the audit was made. If the Board declines or refuses to approve its auditor's report, it shall nevertheless file with the Agency a copy of the audit report with its statement detailing reasons for failure to approve the report.

Financial Reports to Commissioner or Agency: Forms.

- ① All financial reports made by or for the Charter School or by their officers, agents, or employees, to the commissioner or to the agency, shall be made on forms prescribed by the agency, subject to review and comment by the state auditor.
- ① The ZOE Learning Academy will collect and submit data for the Public Education Information Management System (PEIMS) in compliance with the Texas State Board of Education requirements. Data collection will include the following areas:
 - ① student demographic and academic performance
 - ① personnel
 - ① financial
 - ① organizational information
- ① The ZOE Learning Academy will adhere to all formats and procedures outlined in the Data Standards and will contract with the CCMS for Internet based software application for submission, training, and services to obtain skills and competencies required for PEIMS data submission. Computer systems will be acquired that have the capacity to run the software and store the required information. All contractual agreements and equipment are reflected in the proposed budget. In addition, a PEIMS Coordinator and other appropriate school staff will be identified who will attend all training sessions provided by the Region 4 Education Service Center.
- ① Further, The ZOE Learning Academy will follow the required delivery schedules and record format in accordance to the Region 4 ESC's specifications. Updated versions of the PEIMS EDITOR will be acquired and maintained on the designated equipment. All records will be stored in a secured environment to insure confidentiality of records and files. The CEO of ZLA will certify that the data submitted to the ESC is accurate and authentic.

B. Facility Management (Reviewed by Agency)**1. Description of and address for the physical facility.**

The proposed school will be located at 6701 Cullen Blvd., Houston, TX. The facility contains approximately 9,200 square feet of floor space that includes nine offices and five bathrooms that meet city code and are fully ADA compliant. The building presently meets all city of Houston specifications for housing an educational program.

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

The neighborhood consists of various churches, shopping centers, fast food chains, a neighborhood park with outdoor gymnasium and swimming pools, gas stations and "mom and pop" businesses and an environment that will motivate and challenge the student for learning.

Although the lessor will provide basic furniture, money has been budgeted to insure that adequate numbers of tables, chairs, teachers' desks, filing cabinets, shelving, storage, and other essential furniture will be available in August 2001. Money has also been allocated for wiring and one computer lab to be furnished by the new school. The lab will be networked and will have Internet access.

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

The Start up funds will provide \$25,000 for the necessary build outs required to bring the facilities into compliance and for the additional requirements needed for building codes for public schools.

The facility offers adequate heating, ventilation, lighting, bathroom facilities, and water supply to serve the numbers projected to be enrolled. It also has access to an approved city water supply. The facilities are maintained by Supreme Management Co. sufficiently to provide clean and sanitary conditions for the students. The facility's floor space facility is asbestos free and the (bathroom)(bathrooms) will be retiled to meet asbestos codes. Funds have been allocated in the budget to provide the assessment required for the Asbestos Abatement Plan and to insure that all building codes are met.

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The building facility meets all requirements of the Americans With Disabilities Act of 1990, Title III (ADA) for access to the building and bathrooms.

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

The school campus does provide playground and athletic areas. However, the facility does provide large rooms and one of the learning center rooms will function as a place to serve meals.

We will conduct physical education classes and athletic practice for students at ZLA located on the grounds. The ZLA facility is available on a daily basis in the afternoon. Athletics at our school will be limited to basketball and volleyball the first year. Softball, track, and soccer may be added the second year. During the first year, games and athletic competitions will be played on the road; i.e., at the sports facilities of the competing teams. Science labs will be equipped with the latest equipment to provide adequate instruction that will address the TEAKS.

The school will contract with a locally approved vendor to provide nourishing and appealing breakfast, lunch, and snacks. The ZOE Learning Academy anticipates that more than 20% of the student population will qualify for the free or reduced lunch program. Afternoon snacks will be catered by a vendor selected by the school. All federal and state mandates will be followed with respect to food service.

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

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

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

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

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

- C. Student Attendance Accounting (Reviewed by Agency)**
Describe your school attendance accounting procedures. Note: The TEA Student Attendance Accounting Handbook must be followed. (Copies of which can be obtained from publications department of

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TEA). Indicate name of computer program to be used for student accounting purposes and describe the capacity of that program to track of student related data required in PEIMS.

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

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

The ZOE Learning Academy and its campuses will comply with the following responsibilities:

- ① Ensure that the basis used to record and process attendance accounting data meets this standard through an approved automated system. 19 TAC §129.21(e)
- ① Adopt an attendance accounting system, both manual and automated, which includes procedures that ensure the accurate taking, recording, and reporting of attendance accounting data. TEC §42.006(b)
- ① Report attendance and contact hours on the student level for the entire school year through the Public Education Information Management System (PEIMS).
- ① Be responsible for the safekeeping of all attendance records and reports and certify these documents upon submission to PEIMS.
- ① Determine how to properly store records to be readily available for audit by the School Financial Audits Division of the Texas Education Agency. TEC §42.255, 19 TAC §129.21(m)
- ① Contract with a reputable automated system or a Regional ESC that will provide error free submissions to PEIMS.
- ① Include attendance accounting in the annual audit to be reported to TEA.
- ① Maintain records to reflect the average daily attendance (ADA) for the allocation of FSP funds and other funds allocated by the Texas Education Agency. 19 TAC §129.21(a)
- ① Report all eligible students that are entitled to the benefits of the FSP. All eligible attendance will be reported according to provisions established by the Texas Education Agency and only those students who are eligible for special funding will be included in the ADA report. TEC §42.006

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

A paper copy of all required attendance records will be retained for five years signed in ink and with any corrections initialed. In addition, The ZOE Learning Academy

will retain the hardware and software (attendance program) necessary to access and reproduce the attendance data in an acceptable format. For system control purposes both paper and electronic data will be maintained.

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

- ① A student must be served at least two hours of instruction per day to be included in membership. Students must be in membership before they are eligible for attendance. Students with disabilities follow the same two-hour-per-day eligibility rule. Absences for students who do not meet the two-hour-per-day minimum to be included in membership are not required to be recorded. However, the demographic and special program information must be maintained in the accounting system for all students served, in accordance with the applicable coding instructions.
- ① Students must meet all eligibility requirements described in the Student Attendance Accounting Handbook before they can generate funding. Students served at least two but less than four hours of instruction per day are eligible for half-day attendance (ADA eligibility code 2). Students served at least four hours of instruction per day are eligible for full-day attendance (ADA eligibility code 1).
- ① Students are either present or absent at the time the official attendance roll is taken. The snapshot will be taken during the second period as defined by the local Board policy. The central attendance staff will adjust an absence for a student who was with authorized school personnel (nurse, counselor, Principal, etc.) and was recorded absent at the time the official attendance roll was taken. The change must be documented, and an audit trail will be established and will be maintained to support any changes to posted absences.
- ① For official attendance accounting and Foundation School Program (FSP) purposes, "Tardies" do not exist. However, locally-designed codes will be implemented which indicate:
 1. a student arrived late to class before official roll call and was counted present for ADA and FSP purposes, or
 2. a student arrived late to class after official roll call and was counted absent for ADA and FSP purposes.
 NOTE: Adequate documentation which defines all locally-designed codes will be retained with all other auditable records.
- ① Attendance and contact hour eligibility begins the first day of school and continues for the entire school year.
- ① Student Detail Reports will be generated each six-week reporting period and reviewed at the end of each six-week reporting period for reasonableness by campus personnel who are responsible for ensuring student attendance accounting codes are correct. The Superintendent and the person recording the information will certify information submitted to the TEA.
- ① All required documentation which is stored electronically must be reproduced in an acceptable format at the time of an audit. The documentation will be complete and will be scannable by the human eye.

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

- ① Students must be eligible for attendance and must meet all requirements for special programs before their attendance may be counted for funding. Complete documentation will be on file to support eligibility.
- ① The proposed charter school will not claim funds for special programs prior to filing all required documentation. Early identification and documentation for all students will be filed as soon as possible.
- ① Special Education and Bilingual/ESL staff or teachers shall provide attendance personnel with names and coding information of students who are eligible, who are being served, and whose documentation is in order to the PEIMS Coordinator. Attendance personnel will be notified of any change in a student's special program service and the effective date of such change before changes are recorded in the attendance records. Confidentiality will be observed regarding special populations.
- ① The use of codes provided by the special program staff or teachers, attendance personnel will accurately record appropriate program codes for each student enrolled in special programs. Paper copies summarizing special program participation, by student, will be generated, reviewed, and verified by the special program staff member in charge.
- ① The proposed charter school will retain gradebooks for basic education and special program courses for the full five-year retention period.

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

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

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

The charter school and its campuses will adhere to guidelines for the admission of students eligible for a public education grant (PEG) set forth in the Texas Education Code. Under the guideline set forth in the Public Education Grant program mandates, a parent of a student enrolled in any of the campuses listed may make application to attend The ZOE Learning Academy during the school year. The charter school or public school chosen by a student's parent under this statute is entitled to accept or reject the application for the student to attend school in the charter school, but may not use criteria that discriminate on the basis of a student's race, ethnicity, academic

achievement, athletic abilities, language proficiency, sex, or socioeconomic status. Alternatively, the charter school may accept interdistrict transfers under Section 25.036 of the Texas Education Code. Civil Action 5281 may also limit the ability of districts to accept students to the extent the minority or majority of a school's population, based on ADA, changes by more than one percent. The ZOE Learning Academy reserves the right to reject students based on criteria described within this application.

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

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

D. Transportation and Food Service (Reviewed by Agency)

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

The ZOE Learning Academy will not provide transportation to all students during the first year of operation. Those who are eligible for special education services as required by their IEP's will be transported. Students are not allowed to ride the bus without a signed transportation application.

Although all students are eligible to receive transportation, parents who elect to do so may provide transportation of their child(ren).

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

- 2. Describe provision for food service, if any, for students served by the charter school, include plans for free or reduced lunch and breakfast programs. (If 10% of your students qualify for free or reduced lunch you are required to provide a breakfast program for those students).**

The ZOE Learning Academy anticipates that more than 10% of the student population will qualify for the free or reduced lunch program. Therefore, the Board will issue an RFP and contract with outside vendors to provide breakfast and lunch to qualifying students during the first year. All federal and state mandates will be followed with respect to food service.

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

A. Geographic Boundaries

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

The geographic area to be served by school campuses operated by The ZOE Learning Academy includes the county limits of Harris County, Texas.

Our school will be located at 6701 Cullen Blvd., Houston, TX 77021. Although our school will accept student transfers from any school within the boundaries of Harris County, Texas, the campus will target students from the following zip codes that are adjacent to our school's address:

77021, 77051, 77004, 77048, 77033

In addition the school location at 6701 Cullen Blvd., Houston, TX 77021, (ZLA) reserves the right to add additional school campuses within Harris County as need for these school campuses are identified.

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

Aldine ISD
Alief ISD
Channel View ISD
Katy ISD
Klein ISD
Deer Park ISD

Galena Park ISD
Goose Creek ISD
Houston ISD
Spring Branch ISD
Pasadena ISD
North Forest ISD

B. Statement of Impact

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

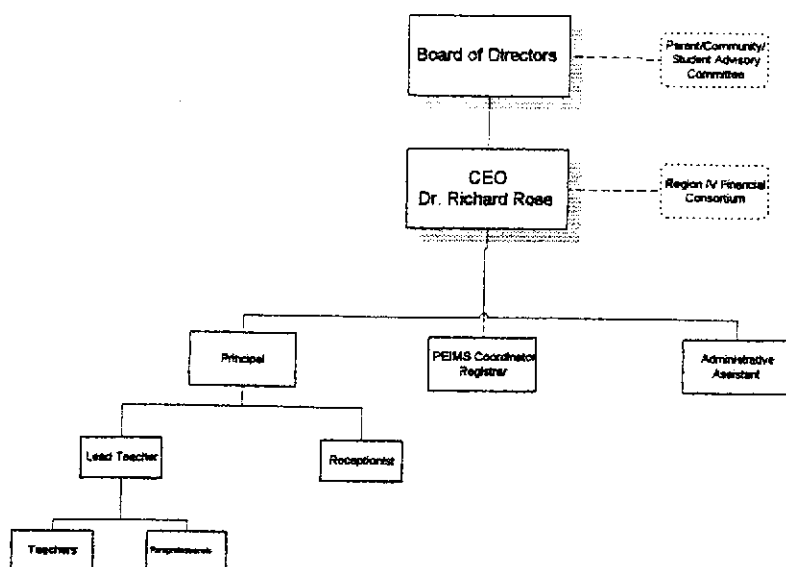
The ZOE Learning Academy will comply with all requirements related to Statements of Impact.

2. **The Statement of Impact form was sent to all affected districts no later than the date the application was submitted to TEA. The Statement of Impact was sent to 21 school districts in Harris County.**
3. **The charter school application must include a list of the districts to which a Statement of Impact form was sent. Retain a copy of the return receipt from the post office and the date the form was sent and submit to the Division of Charter Schools upon completion.**

A copy of the return receipt from the post office showing the date the form was sent was retained and will be submitted to the Division of Charter Schools upon request. See above (page 42) for a list of all districts to which the Statement of Impact form was sent.

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

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



The sponsoring entity, Zoe Learning Academy located at 6701 Cullen Blvd, is an organization exempt from taxation under the Internal Revenue Code of 1986 (26 U.S.C. Section 501(c)(3)). Within this application, the sponsoring entity will be referred to as Zoe Learning Academy Inc. This organization was chartered in Texas as a non-profit corporation designed to serve young people who find themselves in at-risk

situations that impede their ability to succeed in traditional educational settings.

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

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

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

- ① The Board provides both a foundation in that five (5) members will not be replaced, yet also provides for stakeholders from the school to be involved at the board level. Static members' positions are filled through well-defined screening tools that allow only those who are dedicated to that mission and vision to fill the vacancies. Two positions are elected and will be filled by school staff and parents/guardians.
- ① Continuous Board training will be conducted to insure that the Board understands its role to protect the vision and the mission as described in its charter.
- ① Board members who consistently fail to meet their duties or attempt to subvert the school's vision and mission will be expelled from the Board as described within the bylaws as well as the Board policies and procedures.

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

The governing Board of ZLA and the Board of The ZOE Learning Academy are one and the same. This Board accepts responsibility for performing the following roles and duties with respect to Board service:

A VISIONARY ROLE that includes a duty to:

- ① promote the educational welfare of all students in communities served by the school and its campuses
- ① perform educational policy-making duties for the school and its campuses
- ① ensure creation and maintenance of a shared vision that promotes enhanced student achievement
- ① adopt a shared vision based on community beliefs to guide local education
- ① ensure that The ZOE Learning Academy organizational vision and mission support the state's mission, objectives, and goals for education established by law
- ① ensure that ZLA vision and mission for its school and school campuses express the present and future needs of the students and the community
- ① demonstrate commitment to the ZLA organizational vision and mission by using this vision and mission to guide all Board deliberations, decisions, and actions with respect to the school and its school campuses

A GUIDANCE AND DIRECTION role that includes a duty to:

- ① provide guidance and direction for accomplishing the ZLA organizational vision and mission at The ZOE Learning Academy
- ① recognize and understand the respective roles of the legislature, the State Board of Education, the Texas Education Agency, and the local Boards in the governance of The ZOE Learning Academy
- ① fulfill the statutory duties of the local Board and uphold all laws, rules, ethical procedures, and court orders pertaining to the school with respect to employees of the school
- ① focus actions on policy making, planning, and evaluation
- ① adopt a planning and decision making process consistent with state statute that uses participation, information, research, and evaluation to help achieve the ZLA organizational vision and mission for The ZOE Learning Academy
- ① ensure that the planning and decision making process implemented by ZLA and/or The ZOE Learning Academy enables all segments of the community, parents, and professional staff to contribute meaningfully to achieving the organization's vision and mission
- ① develop and adopt policies that provide guidance for the proposed charter school and its campuses to accomplish the vision, mission, and goals established by ZLA

- ① adopt a budget that incorporates sound business and fiscal practices and provides resources to achieve the vision, mission, and goals established by ZLA at its school and school campuses
- ① adopt goals, approve student performance objectives, and establish policies that provide a well-balanced curriculum resulting in improved student learning
- ① approve goals, policies, and programs that ensure a safe and disciplined environment conducive to learning
- ① oversee management of The ZOE Learning Academy by employing the Superintendent/CEO and evaluating the Superintendent/CEO's performance in providing education leadership, managing daily operations, and performing all duties assigned by law (Note: The Board shall, however, abstain from day-to-day management of the school and its campuses.)
- ① adopt policies and standards for hiring, assigning, appraising, and compensating personnel hired by The ZOE Learning Academy in compliance with state laws and rules
- ① **Take ultimate responsibility for The ZOE Learning Academy's compliance with its charter**

An ACCOUNTABILITY ROLE that includes a duty to:

- ① measure and communicate how well the ZLA organizational vision and mission are being accomplished within The ZOE Learning Academy
- ① ensure progress toward achievement of organizational goals at The ZOE Learning Academy through a systematic, timely, and comprehensive review of reports prepared by or at the direction of the Superintendent/CEO
- ① monitor the effectiveness and efficiency of instructional programs by reviewing reports prepared by or at the direction of the Superintendent/CEO and directs the Superintendent/CEO to make modifications that promote maximum achievement for all students
- ① ensure that appropriate assessments are used to measure achievement of all students
- ① report school progress to parents and community in compliance with state laws and regulations
- ① review school policies for effective support of the ZLA organizational vision, mission, and goals at its school and all school campuses
- ① review the efficiency and effectiveness of the school and its campuses respective of their operation and use of resources to support the ZLA vision, mission, and goals
- ① evaluate the Superintendent/CEO's performance annually in compliance with state laws and regulations
- ① annually evaluate its own performance in fulfilling the Board's duties and responsibilities, and the Board's ability to work with the Superintendent/CEO as a team

An ADVOCACY ROLE that includes a duty to:

- ① generally promote the ZLA organizational vision and mission within the community
- ① demonstrate the Board's commitment to the shared vision, mission, and goals by clearly communicating them to the Superintendent/CEO, the staff, and community

- ① ensure an effective two-way communication system between The ZOE Learning Academy and students, employees, media, and the communities served by The ZOE Learning Academy
- ① build partnerships with community, business, and governmental leaders to influence and expand educational opportunities and meet the needs of students
- ① support students by establishing partnerships between The ZOE Learning Academy, parents, business leaders, and other community members as an integral part of the school's educational program
- ① provide leadership in recognizing the achievements of students, staff, and others in education
- ① promote School Board service as a meaningful way to make long-term contributions to the local community and society

An UNITY ROLE that includes a duty to:

- ① work with the Superintendent/CEO to help The ZOE Learning Academy implement the ZLA organizational vision and mission
- ① develop skills in teamwork, problem solving, and decision making
- ① establish and follow local policies, procedures, and ethical standards governing the conduct and operations of the Board
- ① understand and adhere to laws and local policies regarding the Board's responsibility to set policy and the Superintendent/CEO's responsibility to manage school campuses and to direct all employees in matters concerning the school
- ① recognize the leadership role of the Board President and adhere to law and local policies regarding the duties and responsibilities of the Board President and other officers
- ① adopt and adhere to established policies and procedures for receiving and addressing ideas and concerns from students, employees, and the community
- ① make decisions as a whole only at properly called meetings and recognize that individual members have no authority to take individual action in policy or administrative matters concerning The ZOE Learning Academy
- ① support decisions of the majority after honoring the right of individual members to express opposing viewpoints and vote their convictions

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

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

- ① Inspect and review the student's education records
- ① Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights
- ① Consent to disclosures of personally identifiable information contained in the student's education records (except to the extent that the Act provides for exceptions)

- ① How to file a complaint concerning alleged failures by the school to comply with state or federal legal requirements for notifying parents and students of their rights

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

- ① the procedure for exercising the right to inspect and review education records
- ① the procedure for requesting amendment of records.

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

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

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

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

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

The ZOE Learning Academy will seek to provide a "positive school" climate that enhances productivity, the attainment of goals, academic achievement, and social development for students and a calm and dignified place to work for teachers and administrators. As part of the "positive school" environment, school campuses operated by The ZOE Learning Academy will promote the harmonious interactions and

interrelations of all people in a school. By emphasizing the union of faculty, staff, and students working toward common goals, the school will gain a more cohesive atmosphere. As part of the "positive school" environment, the school and its campuses will strive to be responsive to human needs. Procedures, rules, and regulations will serve the people in our school – not the other way round.

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

- ① Emphasize positive expectations for the success of both teachers and administrators
- ① State clear goals for teachers and administrators individually as well as team goals for teachers and administrators and ensure that progress toward reaching specified goals and objectives is fairly evaluated
- ① Help establish and maintain an orderly environment in which teachers and administrators work in calm and dignity
- ① Focus on the feelings and self-worth of all people
- ① Give frequent positive reinforcement, praise and recognition to administrators and teachers in order to show support and approval including words that demonstrate support (I appreciate what you have done; That's good!; Good job!; I made a mistake! I'm sorry; I like that!, etc.)
- ① Promote teambuilding (the process of building an effective organization of people working together for a common purpose). Teamwork is two or more people pursuing a common goal. To have an effective team requires the total commitment of all team members. Each team member must put team goals ahead of individual desires. Ideally, the goals of the team will closely parallel those of the team members.
- ① Help teachers and administrator's utilize each member's strengths and tolerate each member's weaknesses. The ZOE Learning Academy will strive to help each member reach his/her potential by focusing on his/her strengths and reinforcing behavior through recognition and rewards. We believe that people who feel good about themselves produce good results.
- ① Promote the modeling of integrity, character, good habits, family life, lifestyle, community service among all faculty and staff

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

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

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

- ① Place a high value and priority on education and commit to helping their child(ren) maximize educational opportunities offered by the proposed school.
- ① Familiarize themselves with the school's academic program and freely ask questions, seek further information, and/or express opinions to the Principal about any issues, including but not limited to academic placement and progress, class assignment, or non-academic activities offered by any school campus
- ① Attend Board meetings to learn more about school operations
- ① Learn about volunteer opportunities and perform volunteer service at the school, including participation in the Parent-Teacher Organization Volunteer Program and other campus programs, etc.
- ① Participate in campus parent organizations, including activities ranging from club memberships to campus and school committees that assist the school and its Board in formulating educational goals and objectives
- ① Meet with teachers or guidance counselors about their child's education at least once per school semester
- ① For parents speaking little or no English, to participate in Bilingual (Spanish/English) meetings with teachers and administrative staff to discuss matters that concern the parent or the student
- ① Participate as a volunteer for various school activities
- ① Become familiar with the school campus' annual calendar of events (this calendar will be provided to the parent or guardian of each student)
- ① Become familiar with the school's Code of Student Conduct – Staff at each school campus will provide parents with a copy of its Code of Student Conduct that describes consequences to students who violate school disciplinary policy. Parents/guardians will be requested to notify the school, within 10 days of receipt of the Code publication, of objections they may have to the release of "directory information" on their child(ren). A Parent Acknowledgment form will be provided for signature and parents will be asked to return the form to the school by August 30 of each school year.

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

- ① Commit to a policy that identifies parents are true partners, developing learning programs for students along with the teacher, participating in the classroom on a more regular basis, making suggestions that are heeded by the professionals, and

taking responsibility for creating an environment in the home that supports education and student learning.

- ① Identify, within the organization's mission statement, the importance of parents in achieving the school's vision, mission and goals (i.e., The school's mission statement in part reads: the school's mission is to provide, in partnership with parents and the community, a multicultural, safe and friendly environment in which students of all ethnic groups. Further, as part of the Board's stated role and duty in "guiding and directing" the school, the Board has pledged to ensure that the school's planning and decision making will enable all segments of the community, parents, and professional staff to contribute meaningfully to achieving the mission of The ZOE Learning Academy.
- ① Dedicate one school Board position to be filled from the parent or guardian group.
- ① Ensure that the Chief Executive Officer, in performing his duties with respect to parent and public involvement, will coordinate with and see that parents stay informed regarding student progress, maintain open lines of communication with parents, and encourage and facilitate parental involvement and the development of a community of learners.
- ① Based on the Board's role and duty to "unify" (i.e., the Board's "unity" role), the Board will develop skills in teamwork, problem solving, and decision making that includes parents.
- ① The Board will establish a Parent Advisory Committee to provide input needed to guide the decisions of The ZOE Learning Academy. This Committee will reflect the needs and concerns of the community served.
- ① The Board will report school progress to parents and community in compliance with state laws and regulations
- ① The Texas Education Code provides that parents and others standing in a parental relationship to students have and can exercise certain rights relating to the student's education. The Board will ensure that The ZOE Learning Academy adheres to and honors these parental rights.

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

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

A. Describe the long-range vision of the school

The vision of ZLA and its proposed school, The ZOE Learning Academy, is to provide school campuses in Harris County, Texas, to serve all students in need of a safe and learner-centered educational environment.

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

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

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

To reach our organizational vision, The ZOE Learning Academy will embrace an educational philosophy or pedagogy that is predicated on the belief that a world-class education is the birthright of every individual; that all children can learn; and that every child should be challenged to reach his or her full potential. We believe that schools should focus on what human beings have in common, rather than on what sets us apart. Consistent with this idea, we believe that schools should seek to broaden students' knowledge and understanding of cultures and civilizations different from their own or their immediate surroundings.

We believe that, whereas parents have the primary responsibility for development of their child's character, schools should support parents in this critical mission. Therefore, our school will work hand-in-hand with parents to foster basic attributes of character, including kindness, courage, responsibility, respect for self and others, integrity, wisdom, and citizenship.

We believe that educated people have at their disposal a broad array of important factual and conceptual knowledge and skills that equip them for success in academic environments. In keeping with this philosophy, ZOE Learning Academy will implement a curriculum that includes a clear and specific core of important knowledge, concepts, and skills we believe all students need to learn. The school's core curriculum permits learning in a full range of disciplines, including the humanities, mathematics, science, music, and art.

With respect to instruction, we believe that the best instructional methods are those that work with diverse students and teachers and that a consistent approach helps to ensure quality and reliability of learning. We recognize teaching as a vocation meriting utmost respect and support. We will select our faculty and staff from the very best professionals and provide them with the tools necessary to succeed. These tools

include extensive professional development; the freedom to focus on helping children learn; and access to state-of-the-art educational resources, such as the latest textbooks, multimedia technology, and personal and classroom computers linked to the Internet.

With respect to assessment of outcomes, we believe that frequent and regular assessment is essential for monitoring and reporting progress, guiding and improving instruction, expressing clearly the quality of student work that is expected, and certifying that students are meeting rigorous standards for learning.

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

A. Student Goals: Improvement and Attainment

1. Goals and Objectives:

- a. What are the schools' academic goals for student learning for the first 5 years? NOTE: The goals must identify performance standards that meet or exceed the level of student performance required under the state accountability system (i.e. TAAS; the school may also identify goals for pre/post testing, passing rates, courses passed, end-of-course exams, and other measures). TAAS goals should also be expressed in terms of TLI (Texas Learning Index) improvements.**

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

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

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

How will progress be measured relative to this objective? The school will measure progress on this objective by comparing overall TAAS of students at The ZOE Learning Academy and of students at The ZOE Learning Academy to overall state TAAS score standards.

Timeline for reporting progress on this objective - Annual Report.

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

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

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

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

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

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

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

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

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

Academic Goal #1/Objective #5: By the end of Year 5, the school's TAAS Passing Rate will be at least 80%

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Non-Academic Goal #1: To produce high rates of student attendance and retention and low rates of expulsion and suspension

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

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

Timeline for reporting progress on this objective – Annual Report

Non-Academic Goal #1/Objective #2: To ensure that our school's student drop out rate is lower than the dropout rate of Alternative Schools located in Harris County (i.e., lower than the average dropout rate of combined alternative schools located in Harris County)

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

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

Non-Academic Goal #1/Objective #3: To ensure student expulsion rates no higher than 1% of student enrollment during each year.

How will progress be measured relative to this objective? The school will maintain a full record related to each student expulsion, including services to

support expelled students and a record of all notifications given, due process procedures applied, and appeals of the process.

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

Non-Academic Goal #2: To ensure that students and their parents and guardians participate in school activities that expand educational opportunities and meet the needs of students

Non-Academic Goal #2/ Performance Objective #1: During each semester, each student in the school will participate in at least one extracurricular activity that expands educational opportunities and meets the needs of students (Note: An extracurricular activity is defined as an activity sponsored by the University Interscholastic League (UIL), the ZLA Board, or an organization sanctioned by resolution of the ZLA Board. The activity is not necessarily directly related to instruction of the essential knowledge and skills but will have an indirect relation to some areas of the curriculum. The proposed school will offer extracurricular activities including, but not limited to, public performances, contests, demonstrations, displays, club activities, etc.

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

Timeline for reporting progress on this objective. Ongoing records; annual reports

Non-Academic Goal #2/ Performance Objective #2: During each year, 30% of parents and guardians will participate in at least one act of volunteer service to the school that will expand educational opportunities and meet the needs of students. (Volunteer activities contributed by parents or guardians may include, but are not necessarily limited to, participating with students in presenting public performances, conducting contests, creating demonstrations and displays, conducting club activities; learning or teaching computer technologies; and literacy.

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

Timeline for reporting progress on this objective. Ongoing records; annual reports

Non-Academic Goal #2/Performance Objective #3. During each school semester, at least three community residents who are not a parent or guardian will participate in at least one school activity that will expand educational opportunities and meet the needs of students. (Volunteer activities contributed by community volunteers may include, but are not necessarily limited to,

participating with students in presenting public performances, conducting contests, creating demonstrations and displays, conducting club activities; learning or teaching computer technologies; and literacy.

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

Timeline for reporting progress on this objective. Ongoing records; annual reports.

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

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

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

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

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

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

B. School Goals (Scored by Review Committee)

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

The ZOE Learning Academy will adopt the following institutional goals for their school as an entity:

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

Institutional Goal #1/ Performance Objective #1: By end of Year 5 85% of school personnel (teachers and faculty) at each school campus will rate the school campus' overall service delivery to students (service delivery includes

things such as grades, attendance, participation in enriched learning activities, and decreased disciplinary actions, etc.) as satisfactory

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

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

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

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

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

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

How will progress be measured relative to this objective?

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

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

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

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

How will progress be measured relative to this objective? Each school campus will maintain regular records of all partnerships, both new and continuing, with business or business leader, or governmental agencies or

governmental leaders, including a description of how such relationship influences or expands educational opportunities and meets the needs of students at its campus.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Institutional Goal #4 – To achieve a high level of institutional accountability (in addition to academic accountability goals set forth above)

Institutional Goal #4/Performance Objective #1: To provide 100% of required financial accountability reporting to appropriate agencies on time.

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

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

Institutional Goal #4/Performance Objective #2:

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

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

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

Institutional Goal #4/Performance Objective #3:

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

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

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

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

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

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

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

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

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

Consistent with the mission statement and principles set forth in this application, the school and/or its school campuses will recruit and enroll a student population that is diverse by gender, race/ethnicity, and socioeconomic status and that reflects the community it serves. The school's outreach will not discriminate on the basis of

disability, race, creed, color, gender, national origin, religion, ancestry, or need for special education services. Rather, outreach will be conducted on a fair and equitable basis.

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

Statement of Need:

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

Harris County, Texas, is the third largest county in the United States. With a population of over three million people, the county comprises 1,788 square miles in area. The Houston Independent School District is the largest school district in Harris County. In 1999 HISD served 210,179 students, 49% of whom were classified as at-risk. The HISD student population is 34% African-American, 3% Asian, 53% Hispanic, less than 1% American Indian, and 10% white, Non-Hispanic. Some 71% of students were eligible for free and reduced price lunches in school year 1998-99. During the school year 1997-98 (the most recent year such data are available) the district dealt with 54,584 disciplinary actions. Some 3.4% of HISD students dropped out in School Year 97-98.

Among economically disadvantaged children in Grades 3-8 and 10 within HISD, 69.4% passed overall TAAS in Spring 1999. This compares to a statewide passing rate of 78.2% for economically disadvantaged children in those grade cohorts. As more economically disadvantaged students come to live in the area, demand has grown for educational programs specially designed to serve youth who are in "at-risk" situations.

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

- ① Changing population suggest that a growing percentage of students in the targeted areas are economically disadvantaged. The implication is that poverty is sometimes (although not always) a factor related to lower educational attainment. Parents who are lower income typically have lower educational attainment themselves. Having themselves failed to succeed in education, low income parents are often uncomfortable participating in traditional educational settings. Therefore, low-income families will benefit, not only by having individualized learning for their students, but from personal efforts to specially welcome parents as participating partners in our school's efforts.
- ① The area where the school's campus will be located is rich with cultures and languages; English language development is highly desirable
- ① Area elementary schools are crowded with high student/teacher ratios
- ① Parents desire safe and nurturing schools located in, or easily accessible to, their own community

- ⌚ Parents and the community want to see educational outcomes and will support a school that promotes literacy and demonstrates results.

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

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

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

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

Charter schools can also:

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

XII. Educational Plan (Scored by Review Committee)

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

The ZOE Academy educational environment is designed to help students develop their ability to ask and answer the resources and proven practices necessary to ensure that every child is challenged to reach his or her full potential.

- ⌚ **Rigorous academic standards** predicated on the belief that, with the proper support, most students are capable of far more than is typically expected of them
- ⌚ **A classical liberal arts education** for all that includes the classical "tools for learning" □ grammar, rhetoric, and logic as well as mastery of all of the major disciplines: mathematics, science, English language and literature, American and world history, geography, government, economics, foreign language, music and the other arts, and physical fitness
- ⌚ **Proven methods**, including Direct Instruction (DI) for elementary reading, language/writing, spelling, and mathematics
- ⌚ **A safe and orderly learning environment**, strengthened by a structured character and ethics curriculum and Advantage's *Code of Civility*
- ⌚ **Superior teachers and intensive professional development**
- ⌚ **High level of parental involvement**
- ⌚ **Required school uniforms**
- ⌚ **State-of-the-art facilities**

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

Curriculum and Instruction

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

- ⌚ selecting textbooks and other instructional materials that are aligned to the TEKS curriculum
- ⌚ maintaining updated information provided by TEA related to the TEKS curriculum requirements
- ⌚ requiring curriculum for each content area and grade level, Pre-kindergarten through Grade 6, that is consistent with the state's TEKS curriculum
- ⌚ ensuring rigor in the school's curriculum

- ① articulating to parents, students and others in the community what students should know and be able to do at each grade level
- ① ensuring that the knowledge and skills meet the learning needs of all students
- ① providing professional development to teachers and others related to the state's TEKS curriculum (from resources provided by the regional ESC, the Texas Center for Reading and Language Arts, and other appropriate sources)
- ① ensuring student assessment measures that are aligned with the TEKS

Direct Instruction in Elementary Reading, Language Arts, and Mathematics

Direct Instruction (DI) is a curriculum and teaching methodology specifically designed to teach sophisticated strategies in reading, arithmetic, language, and other basic skills areas. The lessons are presented in a structured sequence, with each building on concepts and skills developed previously in the series. DI was originally designed in the late 1960's and early 1970's by Siegfried Engelmann and his associates at the University of Oregon. The curriculum, first known as DISTAR (an acronym for Direct Instruction Strategies for Teaching Arithmetic and Reading), has undergone several revisions and currently includes several programs for kindergarten through sixth grade, including Reading Mastery, DISTAR Arithmetic and Connecting Math Concepts, DISTA-R Language, and Reasoning and Writing. DI programs in spelling and cursive writing are also used in Advantage-managed schools, as are the DI programs for students who are weak in basic skills (Corrective Reading Program).

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

- ① placement in appropriate learning groups based on assessment
- ① individualized instruction
- ① developmentally appropriate practices
- ① parent and community education
- ① technology

The ZOE Learning Academy will join the Region 4 ESC consortium for Titles II, IV, and VI upon Board approval and will participate in the Region 4 Network for Internet Access for the first year.

As part of its enrichment curriculum, the ZOE Learning Academy will offer general music, piano lessons, and physical education.

School Population – The ZOE Learning Academy will serve K through Grade 6. The school estimates that approximately 240 students will enroll the first year growing to a building capacity of 350 by the year 2002. Students with special needs or those

identified as in at risk situation, including Limited English Proficiency, will receive equal consideration for enrollment. The proposed new charter school will not discriminate because of disability, race, creed, color, gender, national origin, religion, ancestry, or need for special education services.

All students will learn together. Special needs students and limited English proficiency students will learn along with peers and will not be segregated to learn a second curriculum. It is anticipated that approximately 5% of the students will have limited English proficiency and approximately 50% will be identified as low socioeconomic families. The school will apply for Title I funding to support the before and after school programs.

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

The above description (see earlier discussion of curriculum and instruction) addresses how Texas Essential Knowledge and Skills (TEKS) will be incorporated into the curriculum. It also addresses goals, objectives, and content in all subject areas and grade levels. Applicant pledges that its program will meet or exceed the required minimum curriculum as provided by Section 28.002, Texas Education Code.

3. **The description must include state graduation requirements.**

Because this application is for a pre-K through K-6 school, applicant has no responsibility to notify students of graduation requirements. This requirement does not begin until the student is in the 7th grade {see Texas Education Code (TEC), Chapter 39, Subchapter B}.

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

The ZOE Learning Academy embraces, and contemporary research confirms, the view that young children learn most efficiently when they are engaged in interaction rather than in merely receptive or passive activities. Young children should be interacting with adults, materials and their surroundings in ways that help them make sense of their own experience and environment. They should be investigating and observing aspects of their environment worth learning about, and recording their findings and observations through talk, paintings and drawings. Interaction that arises in the course of such activities provides a context for much social and cognitive learning.

The ZOE Learning Academy embraces four categories of learning for its students. We believe these categories are especially relevant to the education of young children:

Knowledge. In early childhood, knowledge consists of facts, concepts, ideas, vocabulary, and stories. A child acquires knowledge from someone's answers to his questions, explanations, descriptions and accounts of events as well as through observation.

Skills: Skills are small units of action that occur in a relatively short period of time and are easily observed or inferred. Physical, social, verbal, counting and drawing skills are among a few of the almost endless number of skills learned in the early years. Skills can be learned from direct instruction and improved with practice and drill.

Dispositions. Dispositions can be thought of as habits of mind or tendencies to respond to certain situations in certain ways. Curiosity, friendliness or unfriendliness, bossiness, and creativity are dispositions or sets of dispositions rather than skills or pieces of knowledge. For example, there is a significant difference between having writing skills and having the disposition to be a writer. Dispositions are not learned through instruction or drill. The dispositions that children need to acquire or to strengthen—curiosity, creativity, cooperation, friendliness—are learned primarily from being around people who exhibit them. Teachers can reinforce certain dispositions by setting learning goals rather than performance goals. A teacher who says, "Let's see how much we can find out about something," rather than, "I want to see how well you can do," encourages children to focus on what they are learning rather than on their performance.

Feelings. These are subjective emotional states, many of which are innate. Among those that are learned are feelings of competence, belonging, and security. Feelings about school, teachers, learning and other children are also learned in the early years.

In Reading students learn to read quickly and accurately in Levels I and II through a widely acclaimed phonics method that features step-by-step instruction for all decoding skills. The focus shifts to comprehension in Levels III and IV, with students learning how to read for information in physics, geography, astronomy, and history. In Levels V and VI, students read from a wide range of classic and contemporary literature, including complete novels such as *Tom Sawyer* and *The Wizard of Oz*, short stories, poems, factual articles, biographies, and plays. Students learn how to analyze characters, settings, plots, and themes. They also learn writing and reference skills necessary for effective studying.

The *Junior Great Books* program will be used to compliment the Direct Instruction reading curriculum in the elementary grades, introducing students to a rich array of classic stories, fairy tales, fables, and legends. This program, which relies heavily on Socratic discussion as the method of learning, prepares students for the type of seminar-style courses that will be used increasingly at the middle and high school level. Junior Great Books is designed to allow students to apply and sharpen their reading skills, while learning to interpret and discuss literature. Starting in kindergarten

(where teachers read aloud to students), this portion of the reading program will include such texts as *The Frog Prince*, "Jack and the Beanstalk," Beatrix Potter stories, *Winnie the Pooh*, and *Ytze Prince and Goose Girl*. Teachers guide discussions about the stories' plots and themes. Junior Great Books enhances our Character Education program, as well, by prompting discussions of the "morals of the stories."

In Language and Writing, students learn higher-order thinking skills from the earliest levels. Lessons build around vibrant, exciting stories, teaching students to listen carefully, recognize logical categories, complete deductions, use clues to answer questions, understand story grammars, identify faulty arguments, and reach logical conclusions. The program systematically teaches students to organize their thoughts into words, first through verbal activities such as storytelling, and later on paper. In the middle levels, students develop consistent procedures for writing, editing, and revising their work. By the upper levels, students can critically look at their own work as a reader would, enhancing clarity and eliminating confusion.

In Spelling, students learn how to spell strategically, not just to memorize a list of words. In addition to the standard approach of remembering whole words, students learn two strategies to spell words that they have never seen before. The *phonemic* strategy teaches students sound- symbol relationships to spell words by sounding them out. The *morphemic* strategy teaches students how to recognize and combine meaningful roots or parts of words, such as "joy"... "ful"... "ly."

In Math, students master the basic facts and relationships of mathematics. They learn how these facts and relationships apply to a full range of problem-solving situations. In the early levels, students learn counting, addition, subtraction, money, measurement, estimation, multiplication, and basics in geometry. In the later levels, students learn to extend these skills to analyze data. They become well versed in using tables, graphs, and manipulating fractions. They practice correcting their work with calculators, learn the laws of probability and geometric principles, and work with a coordinate system and with functions. At the highest levels, students learn about signed numbers, work with exponents, and solve advanced algebraic equations.

It is important to note that because students are grouped by competency in DI subjects, the school does not adhere to conventional notions of "grade-level" performance. Discussions about a student's performance should always be placed in the context of the specific targets and desired rates of progress *within* the curriculum. School leaders and faculty must make a special effort to educate parents and community members about the unique nature of DI, the philosophy underlying the program, specific skill-building strategies, and the desired results.

How will this pedagogy enhance student learning? The Direct Instruction will be adopted by The ZOE Learning Academy. The school's pedagogy will enhance student learning because it promotes adaptation of the learning process to fit learners needs.

- ⑦ The learner is being moved to the center of the instructional process by viewing the student as worker/client/customer/partner/participant. Students are actively involved in constructing meaning. They are not asked to simply retain information for which there is no structure or reason. Learning must have utility. Often this is accomplished by linking learning to the world outside of the school, or by having learning occur outside the school.
- ⑦ The emphasis is on success, and instruction is adapted for congruency with the needs, capabilities, and motivations of the learner.
- ⑦ The model supports individualized or "personalized" instruction. The emphasis is on the student developing meaningful learning experiences in partnership with others. Teams are one means by which this is accomplished. Students set individual and group learning goals and are held accountable for them. Learning can be achieved by helping others, tutoring, providing advice, and by studying new material independently. Team learning is personal and interactive, developed in relation to goals, has utility, and leads to demonstrable outcomes (Newmann, 1991).
- ⑦ Parents are true partners, developing learning programs for students along with the teacher, participating in the classroom on a more regular basis, making suggestions that are heeded by the professionals, and taking responsibility for creating an environment in the home that supports education and student learning.
- ⑦ Assessment provides larger amounts of feedback to students, allowing them to improve their performance continuously, rather than simply to judge performance at some arbitrary ending point. Learning is being analyzed in a more integrated fashion through increasingly larger constellations of skills and abilities. This parallels changes in curriculum and instructional techniques. The emphasis is on the performance of the learner as an individual (or team member) in relation to predetermined standards and not necessarily in relation to the performance of national norming groups. If students can master and apply certain identified skills, it is not necessary for some to fail in order to create a "normal distribution." In fact, it is cause for celebration if all students can meet challenging standards." (Wiggins 1991).

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

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

DI lessons are scripted. In most other reading programs, the teacher is given guidelines on how to present the material. For example, when teaching reading comprehension,

the teacher might be told, "Discuss the concept of 'main idea.'" Such guidelines leave tremendous latitude concerning what the teacher actually says and does, making it very easy for teachers to change unknowingly the wording used to teach essential skills or concepts. Teachers may explain the concept in an unclear fashion or use vocabulary that is too sophisticated for some students, leaving success only to those who can understand the language. In a DI lesson, what the teacher says is actually printed on the page. The desired student responses are also printed on the page. Teacher wording is thereby controlled, making it easier for students to learn.

DI programs are also different from other curricula and instructional methods in that they have been researched and tested to prove that they work. With DI, the guesswork has been eliminated. When implemented accurately, DI enables all students to reach their full academic potential.

Students make many responses during DI lessons, many more, in fact, than they would normally make in standard classroom lessons. In a typical DI lesson, students will make between eight and twelve responses each minute, or between 240 and 360 responses in a half-hour lesson.

Research shows that academic skills are best improved when material is designed so that students are correct 75-85 percent of the time. This gives students lots of opportunities for success and the praise that comes with it, and it still gives them something to conquer. The DI programs are specifically designed to accomplish a level of correct response that is about 80 percent for students who are correctly grouped through placement testing. This means that on about 20 percent of the commands/questions that students are given the first time, they will make an error. This is just fine. Without errors, it is doubtful that the students would be learning much of anything. However, it is a DI principle that all errors be corrected immediately. How to correct errors can be a fairly sophisticated process, but there is a general rule that applies very often: Give the answer, repeat the command/question, repeat the part of the lesson in which that command/question appeared, and proceed to the next part of the lesson. This procedure always have the effect of having the student practice the correct response when the command/question is embedded in the lesson.

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

Professional Development - Educator staff members will be required to attend weekly professional development activities during the first year. Staff will evaluate sessions for effectiveness and transportability. Development activities will be designed

to meet the needs of the staff as curriculum is developed and as additional skills are needed to serve the students enrolled at the new school campuses. Program evaluation results will provide the basis for designing professional development activities for succeeding years. The budget provides for contractual resources and supplies for staff development. The proposed new school will encourage staff members at each of its campuses to make recommendations for future development activities. Consultants will provide initial activities in the following areas:

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

Professional development on TEKS-based foundation and enrichment curricula will be provided to teachers by Region 4 Education Service Center and other appropriate contractors. The ESC provides workshops, consultation, and materials, and can answer questions through the cooperatives that will be joined for Titles II, IV, and VI.

E. Admissions Policy

1. **Describe the admissions methods/process you will follow. NOTE: The charter school admission policy must prohibit discrimination in any manner on the basis of sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the child would otherwise attend in accordance with this code, although the charter may provide for the exclusion of a student who has a documented history of criminal offense, a juvenile court adjudication or discipline problems under Subchapter A, Chapter 37.**

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

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

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

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

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

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

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

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

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

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

Admission policies for students attending The ZOE Learning Academy further the mission of the school in several ways related to equitable access.

- ① The policy of offering services on a "first come, first served" basis serves The ZOE Learning Academy's mission of equally respecting the rights of all people in its service area
- ① The policy of offering a lottery system once the school has reached its capacity, likewise, serves the mission of respecting and treating people fairly and opening school campuses to students from diverse family circumstances
- ① The policy of open-entry and open-exit serves the school's mission by making it easier for students in the service area, including those living in highly transient and migratory families, to enroll in our school, thereby respecting the rights of all groups
- ① The policy of excluding students who have a documented history of criminal offense, juvenile court adjudication, or discipline problems supports the school's mission of expecting all students to obey the rules and participate in the school's positive environment

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

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

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

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

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

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

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

Special Education

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

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

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

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

The ZOE Learning Academy will admit and fully serve eligible students with disabilities and/or handicapping conditions. In addition, transportation services that are identified on the Individual Education Plan (IEP) will be provided. Certified personnel will be sought and employed to deliver a free and appropriate public education for the identified student(s) served by the school. Technical assistance from the Region 4 ESC will be utilized as a resource and on all special education issues that require assistance.

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

- ① place emphasis on what is best educationally for students with disabilities rather than on paperwork for paperwork's sake;
- ① give professionals, especially teachers, more influence and flexibility;
- ① enhance the input of parents of students with disabilities in the decision making that affects their child's education;
- ① make the school a safe place; and
- ① consolidate and target discretionary programs to strengthen the capacity of the school to effectively serve students, and when appropriate, including infants and toddlers when appropriate, with disabilities.

The charter school will adhere to all open enrollment policies as defined by the State Board of Education and will not prohibit or discriminate in admission policy based on sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the child would otherwise attend. (Section 504, Part 104; Section 12.111) Furthermore, all special education data collection for PEIMS as required by the Texas Commissioner of Education will be reported in the format and at the scheduled dates to Region 4 ESC.

2. Confidentiality

The ZOE Learning Academy will adhere to all state confidentiality requirements including, but not limited to, the following:

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

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

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

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

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

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

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

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

3. Procedural Safeguards

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

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

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

- ⓪ upon initial referral for evaluation
- ⓪ upon each notification of an admission, review, and dismissal committee (ARD) meeting
- ⓪ upon each reevaluation, and
- ⓪ upon a school district's request for a "due process hearing" about their child
- ⓪ when any information that specifically identifies the student is no longer needed

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

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

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

The admission, review, and dismissal (ARD) committee shall make its decisions regarding students referred for the first time within 30 calendar days from the date of completion of the written assessment report (with certain exceptions identified by TEA

rules). The proposed charter school campuses will establish at least one ARD committee that shall make decisions concerning eligibility determinations, development of the IEP, consideration of assistive technology, development of the behavior management plans, and placement of a student referred for consideration for special education services in accordance with 34 Code of Federal Regulations (CFR), §§300.308, 300.342-300.349, 300.533, and 300.550-300.554, and Part 300, Appendix C, state statute; and State Board of Education (SBOE) rules.

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

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

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

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

All members of the ARD committee will have the opportunity to participate in a collaborative manner in developing the IEP. A decision of the committee concerning required elements of the IEP will be made by mutual agreement of the required members if possible. The committee may agree to an annual IEP or an IEP of shorter duration.

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

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

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

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

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

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

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

5. Assessment of students to determine eligibility

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

Referral of students for possible special education services will be a part of the proposed charter school's overall, regular education referral or screening system. Prior to referral, students experiencing difficulty in the regular classroom will be considered for all support services available to all students, such as tutorial, remedial, compensatory, and other services. The referral for assessment may be initiated by school personnel, the student's parents or legal guardian, or another person involved in the education or care of the student.

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

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

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

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

Age Ranges for Student Eligibility.

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

6. **Development and Implementation of the Individual Educational Plan (IEP)**

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

- ① information in addition to the requirements of 34 Code of Federal Regulations (CFR), §300.346, and Part 300, Appendix C including (1) information to allow for determining the student's eligibility for participation in extracurricular activities; and (2) a statement addressing nonexemption, modification/ accommodation, or exemption from some or all of the basic skills assessment instruments, as appropriate.
- ① Modifications/accommodation of regular classroom procedures which are provided for students by the charter school as specified in the student's IEP will be provided during the testing process and goals and objectives will be specified if extended year services are included in the IEP.
- ① For students with visual impairments, the IEP will also meet the requirements of Texas Education Code (TEC), §30.002(e).

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

7. Least Restrictive Environment (LRE) Placement

Least Restrictive Environment (LRE) means that, to the maximum extent appropriate, school districts must educate students with disabilities in the regular classroom with appropriate aids and supports, referred to as "supplementary aids and services," along with their nondisabled peers in the school they would attend if not disabled, unless a student's IEP requires some other arrangement. In implementing LRE provisions at The ZOE Learning Academy, the regular classroom the student would attend if not disabled is the first placement option we will consider for each disabled student before a more restrictive placement is considered. Further, the location and procedures for delivery of instructional or related services, or both, specified in the IEP shall be determined based on requirements related to placement in the least restrictive environment.

8. Transition Planning

Chapter 29, Subchapter A of the Texas Education Code provides that each school district will develop and annually review an individual transition plan (ITP) for each student enrolled in a special education program who is at least 16 years of age. The ZOE Learning Academy does not expect to serve students who are at least 16 years of age since this is a Pre-Kindergarten through Grade 6 school. The requirement for transition planning is not applicable to our proposed school.

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

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

The ZOE Learning Academy will use procedures that ensure each teacher involved in a student's instruction has the opportunity to provide input and request assistance regarding the implementation of the student's IEP. These procedures include methods for a student's regular or special education teachers to submit requests for further consideration of the student's IEP or its implementation. In response to this request, the school's procedures will include a method to determine whether further consideration is necessary and whether this consideration will be informal or will require an ARD committee meeting. If the school determines that an ARD committee meeting is necessary, the student's current regular and special education teachers shall have an

opportunity to provide input. The school will also ensure that each teacher who provides instruction to a student with disabilities receives relevant sections of the student's current IEP, such as goals and objectives, modifications/accommodations, and adaptations.

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

10. Services to Expelled Students

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

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

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

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

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

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

Title I Part A

In compliance with Title 1 Part A regulations the school shall convene an annual public meeting for parents of students eligible for Title 1 Part A assistance. It is anticipated that The ZOE Learning Academy campuses will qualify for the "School-Wide" Program for the first year. Therefore, the school will use the first year as a

planning year to develop the "School Wide" program engaging parents and students in its design. At such meeting, parents will be advised regarding:

- ① The objectives of the program
- ① The teaching methods and materials that shall be used
- ① The methods that are used to measure progress that is made
- ① The methods that are used to report progress to students and their parents
- ① The availability of staff to confer with parents; and
- ① The role of parents in helping their students to achieve.

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

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

- ① A comprehensive needs assessment of the entire school that is based on information on the performance of students in relation to the state content and student performance standards
- ① Schoolwide reform strategies that
 - ① Provide opportunities for all students to meet the state's proficient and advanced levels of student performance
 - ① Are based on effective means of improving student's achievement
 - ① Use effective instructional strategies that increase the amount and quality of learning time, such as extended school year, before- and after-school, and summer school programs
 - ① Help provide an enriched and accelerated curriculum
 - ① Meet the educational needs of historically under-served populations
 - ① Address the needs of all students in the school, but particularly the needs of students of target populations of any program that is included in the schoolwide program, and address how the school will determine if these needs are met
 - ① Evaluate the program annually and report progress to all stakeholders

These programs may include

- ① counseling and mentoring services and the incorporation of gender equitable methods and practices
- ① consistent activities that are designed to implement, the state and local improvement plans, if any, approved under Title III of Goals 2000
- ① Instruction by highly qualified professional staff
- ① Professional development for teachers and aides, and where appropriate, pupil services personnel, parents, the Principal, and other staff to enable all students in the school-wide program to meet the state's student performance standards [in accordance with P.L. 103-382, sections 1114(a)(5) and 1119]
- ① Strategies to increase parental involvement, such as family literacy services
- ① Steps to include teachers in the decisions regarding the use of assessments

- ⓪ Activities to ensure that students who experience difficulty mastering any of the state's standards during the school year will be provided with effective, timely additional assistance.

The assistance must include:

- ⓪ Measures to ensure that students' difficulties are identified on a timely basis and to provide sufficient information on which to base effective assistance
- ⓪ The charter school will utilize Part A funds for specific training for teachers in how to identify difficulties and to provide assistance to individual students.

The ZOE Learning Academy will not be eligible for funding under Title I Part D, subpart 1 nor Title I part D, subpart 2. However, the school will enter into shared service agreements (SSA) with Region 4 ESC during the first year for Titles II, IV, and VI. Title VI (Classroom Reduction) will be utilized to provide additional professional development for the staff and/or certification when appropriate. At the conclusion of the first year, services provided by the ESC will be evaluated to determine impact on the program. If positive results are indicated, then The ZOE Learning Academy will continue to contract with the ESC for their services.

Migrant Education Program

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

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

A Parent Advisory Committee (see p. 20 above for full description of this Committee) will be established for each regular school year. One of the duties of this Committee is to advise on the planning, implementation, and evaluation of the local Migrant Education Program (MEP), with meaningful consultation and involvement of the parents to be served.

The ZOE Learning Academy will collaborate with the Region 4 ESC to actively identify and recruit all eligible migrant students and youth residing within the charter school boundaries. These are students who migrate with their parents or alone across school district lines in search of temporary or seasonal work in fishing or agriculture. Identification and recruitment is essential in order to offer migrant students opportunities to learn and succeed in school.

Section 504

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

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

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

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

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

To be prepared to effectively and fully implement the ESL program, Austin Can! Academy will initiate the following process to insure compliance:

1. Review all permanent record folders for students to ensure that each folder contains a signed and dated home language survey.
2. Join the ESL/Bilingual Coop offered by Region IV Educational Service Center
3. Send a faculty member to training offered by Region IV relating to administering the oral language/writing proficiency Test.
4. Meet with Region IV Bilingual/ESL Co-op to design intervention services for the students identified on the survey until certification and test protocols can be obtained.

5. Design an individual learning prescription to accommodate the education needs of LEP students in the following ways:

- ① Create Bilingual buddies to facilitate English immersion strategies
- ② Modify the testing and the instructional setting
- ③ Provide additional instructional support before, during, and after school

6. The board will adopt a policy to establish and operate an LPAC that provides for the selection, appointment, and training of committee members.

The charter school will join the Region 4 ESC Bilingual/ESL Cooperative in order to prepare staff for the LEP program that may be needed to adequately serve the identified population. It is the intent of the charter school to employ a certified staff member or to obtain certification for a certified teacher on staff.

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

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

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

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

strategies for student improvement, identified resources and staff, specified timelines for monitoring each strategy, and formative evaluation criteria. Each school campus will be responsible for evaluating the effectiveness of its program.

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

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

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

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

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

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

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

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

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

All regional education service centers have dyslexia contact persons. The ZOE Learning Academy will draw on the resources of Region 4 ESC to prepare for meeting the special needs of students having dyslexia.

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

- ① provisions for ongoing screening and selection of students who perform or show potential for performing at remarkably high levels of accomplishment in the areas defined in the Texas Education Code, §29.121;
- ① assessment measures collected from multiple sources according to each area defined in the Texas State Plan for the Education of Gifted/Talented Students
- ① data and procedures designed to ensure that students from all populations enrolled in the school have access to assessment and, if identified, services for the gifted/talented program
- ① provisions for final selection of students to be made by a committee of at least three educators from each school campus who have received training in the nature and needs of gifted students; and
- ① provisions regarding furloughs, reassessment, exiting of students from program services, transfer students, and appeals of the school's decisions regarding program placement.

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

- ① teachers who provide instruction and services that are a part of any program for gifted students have a minimum of 30 hours of staff development that includes nature and needs of gifted/talented students, assessing student needs, and curriculum and instruction for gifted students
- ① teachers who provide instruction and services that are a part of any program for gifted students receive a minimum of six hours annually of professional development in gifted education; and
- ① administrators and counselors who have authority for program decisions have a minimum of six hours of professional development that includes nature and needs of gifted/talented students and program options.

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

- ① instructional and organizational patterns that enable identified students to work together as a group, to work with other students, and to work independently
- ① a continuum of learning experiences that leads to the development of advanced-level products and performances
- ① in-school and, when possible, out-of-school options relevant to the student's area of strength that are available during the entire school year; and
- ① opportunities to accelerate in areas of strength

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

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

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

The criteria used to identify students at risk of dropping out of school are defined in Section 29.081 of the Texas Education Code. For students in Pre-Kindergarten through Grade 6, the Code states the following factors constitute an "at risk situation" for a student:

- A) did not perform satisfactorily on an readiness test or assessment instrument administered at the beginning of the school year;
 - B) did not perform satisfactorily on assessment instrument administered under Subchapter B, Chapter 39;
 - C) is a student of limited English proficiency, as defined by Section 29.052;
 - (D) is sexually, physically, or psychologically abused; or
 - (E) engages in conduct described by Section 51.03(a), Family Code.
- Note: This Code section describes delinquent conduct.

Additionally, the Code defines students in any grade as students in at-risk situations if they are not disabled and reside in a residential placement facility in a district in which the student's parent or legal guardian does not reside, including a detention facility, substance abuse treatment facility, emergency shelter, psychiatric hospital, halfway house, or foster family group home.

Although the overall dropout rate among Texas students during the K-6 years is much lower than dropout rates for students in subsequent grades, the ZOE Learning Academy recognizes that what happens, both academically and non-academically, during the K-6 period helps determine whether students persist or drop out in the middle and high school years. Our school's goals and objectives will help ensure student persistence, not only in the K-6 period, but as students enter the middle and high school grades.

To address needs of students in at risk situations that may lead to educational failure, the ZOE Learning Academy will:

- ⌚ Implement strategies, including ongoing teacher and staff development and development of appropriately rigorous curriculum, that will help raise expectations for all students
- ⌚ Provide students and their parents or guardians with early information about college options, required courses, and financial aid
- ⌚ Provide students and their parents or guardians with information and other age-appropriate services to increase early career awareness
- ⌚ Promote strategies, including how to help with homework, that increase parental involvement in preparing students to succeed in the middle and high school years
- ⌚ Promote strategies that increase parental knowledge and involvement in their student's career choice and preparation
- ⌚ Ensure that all students have access to rigorous academic coursework that meets state standards

- ① Promote equal access to education and educational excellence through concerted partnership efforts on behalf of low-income students
- ② Provide intensive, individualized and coordinated support to students that includes mentoring, counseling, and tutoring
- ③ Establish strong Partnerships that involve long-term commitment and a meaningful role for each partner in improving student readiness for career training or post-secondary education
- ④ Identify and implement effective practices that include careful evaluations to enable continuous improvement in student academic and non-academic performance.
- ⑤ Ascertain and document the appropriate documentation needed to identify an abused student and report possible child abuse (sexual, physical, or psychological abuse) to the Travis County Welfare Department according to Texas law.

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

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

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

1. Describe the programs planned for the charter school.

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

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

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

K. Student Assessment

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

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

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

TAAS measures the statewide curriculum in reading and mathematics at grades 3 through 6 and the exit level and in writing in Grade 4. Spanish-version TAAS tests will be administered at grades 3 through 6. Satisfactory performance on the TAAS exit level tests, including testing at the elementary level, is prerequisite to earning a high school diploma.

The school will administer reading proficiency tests in English (RPTE) to limited English proficient (LEP) students in Grades 3 through 6 and RPTE will be used along with English and Spanish TAAS to provide a comprehensive assessment system for LEP students. RPTE will be given annually to LEP students not yet taking TAAS in English, including those students taking TAAS in Spanish. The assessment will measure annual growth in English reading proficiency during the time in which LEP students are not proficient enough in English to take the English version of the TAAS.

The school will use an alternative assessment to assess special education students in Grades 3-6 who are receiving instruction in the Texas Essential Knowledge and Skills (TEKS) but for whom TAAS is an inappropriate measure of their academic progress. This test will assess the areas of reading, writing, and mathematics. Students will be assessed at their appropriate instructional levels, as determined by their ARD committees, rather than at their assigned grade level. The alternative assessment will be administered on the same schedule as TAAS and will be designed to measure annual growth based on appropriate expectations for each student as decided by the student's ARD committee. The alternative assessment will be designed in such a way as to bridge into TAAS and is expected to become a part of the school accountability system in the 2002-2003 school year. The alternative assessment is scheduled for implementation in spring of 2001.

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

The ZOE Learning Academy will use a standardized group instrument such as the Iowa Test of Basic Skills (ITBS) or Stanford 9 to determine baseline data and academic growth. Students in grades K-2 and 6 will be tested annually, and grades 4 and 5 will be tested on alternating years. Ninety percent of students who graduate from The ZOE Learning Academy and have documented mastery of the curriculum objectives throughout their elementary career and will be "on grade level" in reading, writing, and math by the end of the sixth grade.

The school will determine what constitutes "satisfactory performance" on any readiness test. If the readiness test is given for the purpose of identifying students in an at-risk situation, it will be given at the beginning of the school year rather than at the end.

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

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

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

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

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

The school will use an alternative assessment to assess special education students in grades 9-12, and at the high school level who are receiving instruction in the Texas Essential Knowledge and Skills (TEKS) but for whom TAAS is an inappropriate measure of their academic progress. This test will assess the areas of reading, writing, and mathematics. Students will be assessed at their appropriate instructional levels, as determined by their ARD committees, rather than at their assigned grade level. The alternative assessment will be administered on the same schedule as TAAS and will be designed to measure annual growth based on appropriate expectations for each student as decided by the student's ARD committee. The alternative assessment will be designed in such a way as to bridge into TAAS and is expected to become a part of the school accountability system in the 2002-2003 school year. The alternative assessment is scheduled for implementation in spring of 2001.

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

ZOE Learning Academy will each use a standardized group instrument such as the SAT9 to determine baseline data and academic growth. Students will be tested upon entrance to the school and annually thereafter. The charter school will track mastery of TEKS curriculum objectives throughout the student's school career.

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

Because this application is for a pre-K through Grade 6 school, applicant has no responsibility to notify students of graduation requirements. This requirement does not begin until the student is in the 7th grade {see Texas Education Code (TEC), Chapter 39, Subchapter B}.

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

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

Westlake

IN RE: INCORPORATION PROCEEDINGS:
TOWN OF WESTLAKE, TEXAS

THE STATE OF TEXAS
COUNTY OF TARRANT

ON this day came on to be considered the returns of a special election held on December 26, 1956, pursuant to an order executed by me on the 13 day of December, A. D. 1956, to determine whether the Town of Westlake, Texas, should be incorporated under the provisions of Chapter 11, Title 28, of the Revised Civil Statutes of 1925, as amended; and following the canvassing and consideration of said returns, it appearing that the vote at said election was:

"CORPORATION" 27 VOTES
"NO CORPORATION" 2 VOTES

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Town of Westlake, Texas, the boundaries of which are as described in Exhibits "A" and "B" attached hereto and made a part hereof, be and is hereby declared a duly incorporated municipality under the provisions of Chapter 11, Title 28, Revised Civil Statutes of 1925, as amended, and other laws pertinent to such character of Town and that the inhabitants of such Town of Westlake, Texas, are incorporated within the boundaries as shown in said Exhibits attached hereto.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a copy of this order be entered upon the records of the Commissioners' Court; and that a certified copy of this entry, including the plat and field notes of the Town of Westlake, Texas, shall be recorded in the Deed Records of Tarrant County, Texas.

WITNESS MY HAND this 27 day of December, A. D. 1956.

s/g/d GUS BROWN
COUNTY JUDGE, TARRANT COUNTY, TEXAS.

Recorded: Book 46, Page 473,
Et Seq
Vol. 3065, Page 408
Deed Records, Tarrant County, Texas
Vol. 414, Page 76 Deed Records,
Denton County, Texas.

- A. **ATTACHMENTS (limit to 50 pp)**
 All attachments should be numbered and clearly referenced to in the text. Choice of attachments are up to the Applicant, though they should be used to provide evidence, support a particular aspect of the application, or lend insight into the Applicant group.

LIST OF ATTACHMENTS

- Attachment #1
 Copy of the IRS 501(c)3 determination letter for ZLA
- Attachment #2
 Articles of incorporation of ZLA
- Attachment #3
 Bylaws of sponsoring entity
- Attachment #4
 Biographical Affidavits for each member of the governing Board of the sponsoring entity (Appendix V).
- Attachment #5
 Financial History
- Attachment #6
 Charter School Public Meeting. Copy of the notice for, the registration log, and a synopsis of a public hearing held to discuss the proposed charter school plan.
- Attachment #7
 Newspaper Publication (Evidence of publication of statement published in a newspaper of general distribution in the geographic area proposed for the school)
- Attachment #8
 Statements Mailed to City Council and Commissioner's Court (Evidence that statement was mailed to the city council and commissioner's court with jurisdiction over the geographic area)
- Attachment #9
 Salary Schedule and Sample Contract
- Attachment #10
 Biographical Affidavit for Present Administrators
- Attachment #11
 Complete job descriptions of all charter school faculty and staff, including instructional and non-instructional duties.
- Attachment #12
 Three Year Budget and including supporting letters of credit and documentation verifying private sources of funds.
- Attachment #13
 Three Year Cash Flow Projections
- Attachment #14
 Financial Information
- Attachment #15
 Copy of a lease agreement for The ZOE Learning Academy
- Attachment #16
 School calendar identifying the hours of school operation and a description of teacher/student contact hours.
- Attachment #17
 Partnership Letters (Letters from each entity represented in any business arrangements or partnerships with existing schools, educational programs, businesses, or non-profit organizations)
- Attachment #18
 Support Letters

Attachment #1

COPY

August 15, 2000

Zoe Learning Academy, Inc.
Federal I.D. No. [REDACTED]
6701 Cullen Blvd.
Houston, Texas 77021

IRS
EP/EO Division
Key District Director
P.O. Box 192
Covington, KY 41012-0192

ATTN: Form 1023 Filing

Re: Zoe Learning Academy, Inc.
EIN # [REDACTED]

Form: 1023 Filing

Ladies and Gentlemen:

Upon the advise of counsel we have decided to proceed with a request for the IRS to recognize us as an organization exempt from federal income taxes pursuant to Code 501 (c)(3). Because we are a chartered school, our nonprivate foundation status arises automatically under Code 170(b)(1)(A)(I). We are specifically requesting a definitive ruling with our application.

We have are in the beginning stages of opening a chartered school and have not existed before as a chartered school successfully. Desiring to becoming a nonprofit exempt organization that have not been confronted with the need for formal tax-exempt recognition. This decision is made primarily in order to provide additional or continuing confidence to our growing community who supports us financially through contributions. Additionally, we have noticed an increasing tendency by state, local and postal authorities to ask for an IRS determination letter as a preliminary basis upon which to make decisions about taxation, exemptions and related privileges to which most public educational facilities are entitled.

Although we do not meet all of the IRS criteria necessary for " school" classification, we have studied your requirements carefully and are confident that our application will satisfy you that we are a public school. We have always met a preponderance of your school and educational guidelines and have addressed the history of our operations comprehensively in the application.

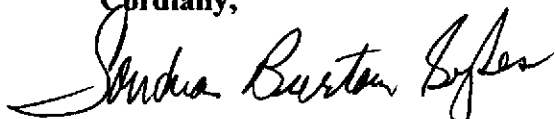
00098

On behalf of the Zoe Learning Academy, Inc. find enclosed the following items in support of our tax-exempt recognition:

- 1. Copy of our Federal Employer's Identification Number**
- 2. Conformed copies of our corporations governing instruments (Charter, Articles of incorporation, certificate of incorporation, bylaws, etc) reflecting all proper signatures, current to date and as filed with the appropriate state and local authorities.**
- 3. Original Form 1023 - Application for Recognition as Organization Exempt from federal income tax pursuant to Code 501(c)(3) { form originally signed, fully exhibited (including Schedule A)}, with all historical and financial; and**
- 4. Treasury Department user fee form with check in the amount of \$ 500.00 payable to the Internal Revenue Service, for filing and processing fees relative to our Form 1023 Application.**

Please review our application with related exhibits and documents. A power of attorney Form 2848 is enclosed to permit you to discuss this filing with our accounts or counsel. For direct contact with us, please call the undersigned during business hours (281) 438-7251 or (281) 438-9279 Fax or write to the above address. Thank you for your attention to these matters, and for your timely consideration of our application.

Cordially,



**Sondra Burton Sykes
Authorized Agent of
Zoe Learning Academy, Inc.**

- 1 Provide a detailed narrative description of all the activities of the organization—past, present, and planned. Do not merely refer to or repeat the language in the organizational document. List each activity separately in the order of importance based on the relative time and other resources devoted to the activity. Indicate the percentage of time for each activity. Each description should include, as a minimum, the following: (a) a detailed description of the activity including its purpose and how each activity furthers your exempt purpose; (b) when the activity was or will be initiated; and (c) where and by whom the activity will be conducted.

SEE Attachment # 11

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

Fundations, Institutions, & In-kind Contributions and

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

At this present time there are no formal fundraising efforts in place. However at a later time there will be we will be put in place in the future at a later time.

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

(Rev. September 1998)

Department of the Treasury
Internal Revenue Service

(See instructions on reverse side.)

To be used with
Form 1023. Submit
in duplicate.

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

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

6701ullen Blvd - Houston TX 77021
(Number, street, city or town, state, and ZIP code)

and the

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

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

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

Ending date of first tax year December 31, 2000
(Month, day, and year)

Name of organization (as shown in organizing document)	Date
<u>Lee Learning Academy</u>	<u>8/15/00</u>
Officer or trustee having authority to sign	Type or print name and title
Signature ▶ <u>[Signature]</u>	<u>R.S. Rose / President</u>
For IRS use only	
District Director or Assistant Commissioner (Employee Plans and Exempt Organizations)	Date

By ▶

You must complete Form 872-C and attach it to the Form 1023 if you checked box h, i, or j of Part III, question 9, and the organization has not completed a tax year of at least 8 months.

For example: If the organization incorporated May 15 and its year ends December 31, it has completed a tax year of only 7½ months. Therefore, Form 872-C must be submitted.

(a) Enter the name of the organization. This must be entered exactly as it appears in the organizing document. Do not use abbreviations unless the organizing document does.

(b) Enter the current address.

(c) Enter the ending date of the first tax year.

For example:

(1) If the organization was formed on June 15 and it has chosen December 31 as its year end, enter December 31,
.....

(2) If the organization was formed June 15 and it has chosen June 30 as its year end, enter June 30,..... In this example, the organization's first tax year consists of only 15 days.

(d) The form must be signed by an authorized officer or trustee, generally the president or treasurer. The name and title of the person signing must be typed or printed in the space provided.

(e) Enter the date that the form was signed.

DO NOT MAKE ANY OTHER ENTRIES.

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

Read the instructions for each Part carefully.

A User Fee must be attached to this application.

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

Complete the Procedural Checklist on page 8 of the instructions.

Part I Identification of Applicant

1a Full name of organization (as shown in organizing document) <i>Zoe Learning Academy</i>		2 Employer identification number (EIN) (If none, see page 3 of the Specific Instructions.) <i>76 : 0651761</i>	
1b c/o Name (if applicable)		3 Name and telephone number of person to be contacted if additional information is needed <i>Richard Rose</i> <i>(713) 748-4228</i>	
1c Address (number and street) <i>6701 Cullen Blvd</i>	Room/Suite	4 Month the annual accounting period ends <i>December</i>	
1d City, town, or post office, state, and ZIP + 4. If you have a foreign address, see Specific Instructions for Part I, page 3. <i>Houston, Texas 77021</i>		5 Date incorporated or formed	
1e Web site address [REDACTED]		6 Check here if applying under section: a <input type="checkbox"/> 501(e) b <input type="checkbox"/> 501(f) c <input type="checkbox"/> 501(k) d <input type="checkbox"/> 501(n)	
7 Did the organization previously apply for recognition of exemption under this Code section or under any other section of the Code? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," attach an explanation.			
8 Is the organization required to file Form 990 (or Form 990-EZ)? <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "No," attach an explanation (see page 3 of the Specific Instructions).			
9 Has the organization filed Federal income tax returns or exempt organization information returns? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," state the form numbers, years filed, and Internal Revenue office where filed.			

10 Check the box for the type of organization. ATTACH A CONFORMED COPY OF THE CORRESPONDING ORGANIZING DOCUMENTS TO THE APPLICATION BEFORE MAILING. (See Specific Instructions for Part I, Line 10, on page 3.) See also Pub. 557 for examples of organizational documents.)

a Corporation—Attach a copy of the Articles of Incorporation (including amendments and restatements) showing approval by the appropriate state official; also include a copy of the bylaws.

b Trust— Attach a copy of the Trust Indenture or Agreement, including all appropriate signatures and dates.

c Association— Attach a copy of the Articles of Association, Constitution, or other creating document, with a declaration (see instructions) or other evidence the organization was formed by adoption of the document by more than one person; also include a copy of the bylaws.

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

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

Please Sign Here *[Signature]* *Richard S. Rose Jr., Chairman* *8/15/00*
 (Signature) (Type or print name and title or authority of signer) (Date)

Part II Activities and Operational Information

- 1 Provide a detailed narrative description of all the activities of the organization—past, present, and planned. Do not merely refer to or repeat the language in the organizational document. List each activity separately in the order of importance based on the relative time and other resources devoted to the activity. Indicate the percentage of time for each activity. Each description should include, as a minimum, the following: (a) a detailed description of the activity including its purpose and how each activity furthers your exempt purpose; (b) when the activity was or will be initiated; and (c) where and by whom the activity will be conducted.

SEE Attachment # 11

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

Foundations, Tuitions & In-Kind Contributions and

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

At this present time there are no formal fundraising efforts in place. However at a later time there will be we will be put in place in the future at a later time.

Power of Attorney and Declaration of Representative

OMB No. 1545-0150

For IRS Use Only

Received by:

Name _____
 Telephone _____
 Function _____
 Date 1 / 1 / _____

▶ See the separate instructions.

Part I Power of Attorney (Please type or print.)

1 Taxpayer information (Taxpayer(s) must sign and date this form on page 2, line 9.)

Taxpayer name(s) and address <i>The LEARNING Academy</i> <i>6701 Cullen Blvd.</i> <i>HOUSTON, TX 77021</i>	Social security number(s) _____ _____ _____ _____	Employer identification number <i>76 0651761</i>
	Daytime telephone number <i>(713) 748-4228</i>	Plan number (if applicable)

hereby appoint(s) the following representative(s) as attorney(s)-in-fact:

2 Representative(s) (Representative(s) must sign and date this form on page 2, Part II.)

Name and address <i>SYMES BUSINESS & TAX SERVICES</i> <i>SONDRA BURTON SYMES</i> <i>4915 BEECHHAVEN DRIVE - HOUSTON, TX 77053</i>	CAF No. <i>7806-000942-R</i> Telephone No. <i>281-438-7251</i> Fax No. <i>281-438-9379</i> Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/>
Name and address	CAF No. _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/>
Name and address	CAF No. _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/>

to represent the taxpayer(s) before the Internal Revenue Service for the following tax matters:

3 Tax matters

Type of Tax (Income, Employment, Excise, etc.)	Tax Form Number (1040, 941, 720, etc.)	Year(s) or Period(s)
<i>INCOME - Federal Exemption</i>	<i>1023-872-C-2848-941</i>	<i>2000-2003</i>
	<i>W-2's - W-4's</i>	

4 Specific use not recorded on Centralized Authorization File (CAF). If the power of attorney is for a specific use not recorded on CAF, check this box. (See instruction for Line 4—Specific uses not recorded on CAF.)

5 Acts authorized. The representatives are authorized to receive and inspect confidential tax information and to perform any and all acts that I (we) can perform with respect to the tax matters described on line 3, for example, the authority to sign any agreements, consents, or other documents. The authority does not include the power to receive refund checks (see line 6 below), the power to substitute another representative unless specifically added below, or the power to sign certain returns (see instruction for Line 5—Acts authorized).

List any specific additions or deletions to the acts otherwise authorized in this power of attorney:
ANY DOCUMENTS PERTAINING TO ORGANIZATIONS MD (C) (3) Federal EXEMPTION

Note: In general, an unenrolled preparer of tax returns cannot sign any document for a taxpayer. See Revenue Procedure 81-38, printed as Pub. 470, for more information.

Note: The tax matters partner of a partnership is not permitted to authorize representatives to perform certain acts. See the instructions for more information.

6 Receipt of refund checks. If you want to authorize a representative named on line 2 to receive, **BUT NOT TO ENDORSE OR CASH**, refund checks, initial here *R.S.* and list the name of that representative below.

Name of representative to receive refund check(s) ▶


7 Notices and communications. Original notices and other written communications will be sent to you and a copy to the first representative listed on line 2 unless you check one or more of the boxes below.

- a If you want the first representative listed on line 2 to receive the original, and yourself a copy, of such notices or communications, check this box
- b If you also want the second representative listed to receive a copy of such notices and communications, check this box
- c If you do not want any notices or communications sent to your representative(s), check this box

8 Retention/revocation of prior power(s) of attorney. The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same tax matters and years or periods covered by this document. If you do not want to revoke a prior power of attorney, check here.
YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

9 Signature of taxpayer(s). If a tax matter concerns a joint return, both husband and wife must sign if joint representation is requested, otherwise, see the instructions. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

▶ **IF NOT SIGNED AND DATED, THIS POWER OF ATTORNEY WILL BE RETURNED.**

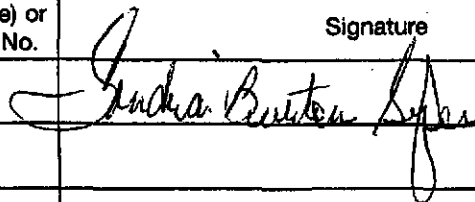
	8/15/00	President
Signature	Date	Title (if applicable)
R.S. Rose		
Print Name		
Signature	Date	Title (if applicable)
Print Name		

Part II Declaration of Representative

Under penalties of perjury, I declare that:

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service;
- I am aware of regulations contained in Treasury Department Circular No. 230 (31 CFR, Part 10), as amended, concerning the practice of attorneys, certified public accountants, enrolled agents, enrolled actuaries, and others;
- I am authorized to represent the taxpayer(s) identified in Part I for the tax matter(s) specified there; and
- I am one of the following:
 - a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
 - b Certified Public Accountant—duly qualified to practice as a certified public accountant in the jurisdiction shown below.
 - c Enrolled Agent—enrolled as an agent under the requirements of Treasury Department Circular No. 230.
 - d Officer—a bona fide officer of the taxpayer's organization.
 - e Full-Time Employee—a full-time employee of the taxpayer.
 - f Family Member—a member of the taxpayer's immediate family (i.e., spouse, parent, child, brother, or sister).
 - g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Service is limited by section 10.3(d)(1) of Treasury Department Circular No. 230).
 - h Unenrolled Return Preparer—an unenrolled return preparer under section 10.7(c)(viii) of Treasury Department Circular No. 230.

▶ **IF THIS DECLARATION OF REPRESENTATIVE IS NOT SIGNED AND DATED, THE POWER OF ATTORNEY WILL BE RETURNED.**

Designation—Insert above letter (a-h)	Jurisdiction (state) or Enrollment Card No.	Signature	Date
b	TX		8/15/00

00106

Part II Activities and Operational Information (Continued)

4 Give the following information about the organization's governing body: see Attachment # 3

a Names, addresses, and titles of officers, directors, trustees, etc.	b Annual compensation
1. R. S. Rose II - President - 6701 Cullen Blvd. - Houston, TX.	-
2. Connie P. Rose - Vice President - 2502 Campbell - Houston, TX.	-
3. Sandi Taylor - Director - P.O. Box 720137 - Houston, TX 77272	-

c Do any of the above persons serve as members of the governing body by reason of being public officials or being appointed by public officials? Yes No
 If "Yes," name those persons and explain the basis of their selection or appointment.

d Are any members of the organization's governing body "disqualified persons" with respect to the organization (other than by reason of being a member of the governing body) or do any of the members have either a business or family relationship with "disqualified persons"? (See Specific Instructions for Part II, Line 4d, on page 3.) Yes No
 If "Yes," explain.

5 Does the organization control or is it controlled by any other organization? Yes No
 Is the organization the outgrowth of (or successor to) another organization, or does it have a special relationship with another organization by reason of interlocking directorates or other factors? Yes No
 If either of these questions is answered "Yes," explain.

6 Does or will the organization directly or indirectly engage in any of the following transactions with any political organization or other exempt organization (other than a 501(c)(3) organization): (a) grants; (b) purchases or sales of assets; (c) rental of facilities or equipment; (d) loans or loan guarantees; (e) reimbursement arrangements; (f) performance of services, membership, or fundraising solicitations; or (g) sharing of facilities, equipment, mailing lists or other assets, or paid employees? Yes No
 If "Yes," explain fully and identify the other organizations involved.

7 Is the organization financially accountable to any other organization? Yes No
 If "Yes," explain and identify the other organization. Include details concerning accountability or attach copies of reports if any have been submitted.

Part II Activities and Operational Information (Continued)

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

N/A

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

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

b Is the organization a party to any leases? . . . Yes No
If either of these questions is answered "Yes," attach a copy of the contracts and explain the relationship between the applicant and the other parties.

11 Is the organization a membership organization? . . . Yes No
If "Yes," complete the following:

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

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

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

12a If the organization provides benefits, services, or products, are the recipients required, or will they be required, to pay for them? . . . N/A Yes No
If "Yes," explain how the charges are determined and attach a copy of the current fee schedule.

b Does or will the organization limit its benefits, services, or products to specific individuals or classes of individuals? . . . N/A Yes No
If "Yes," explain how the recipients or beneficiaries are or will be selected.

13 Does or will the organization attempt to influence legislation? . . . Yes No
If "Yes," explain. Also, give an estimate of the percentage of the organization's time and funds that it devotes or plans to devote to this activity.

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

Part III Technical Requirements

1 Are you filing Form 1023 within 15 months from the end of the month in which your organization was created or formed? Yes No
If you answer "Yes," do not answer questions on lines 2 through 6 below.

2 If one of the exceptions to the 15-month filing requirement shown below applies, check the appropriate box and proceed to question 7.

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

- a Is a church, interchurch organization of local units of a church, a convention or association of churches, or an integrated auxiliary of a church. See **Specific Instructions**, Line 2a, on page 4;
- b Is not a private foundation and normally has gross receipts of not more than \$5,000 in each tax year; or
- c Is a subordinate organization covered by a group exemption letter, but only if the parent or supervisory organization timely submitted a notice covering the subordinate.

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

If "Yes," your organization qualifies under Regulation section 301.9100-2, for an automatic 12-month extension of the 15-month filing requirement. Do not answer questions 4 through 6.

If "No," answer question 4.

4 If you answer "No" to question 3, does the organization wish to request an extension of time to apply under the "reasonable action and good faith" and the "no prejudice to the interest of the government" requirements of Regulations section 301.9100-3? Yes No

If "Yes," give the reasons for not filing this application within the 27-month period described in question 3. See **Specific Instructions**, Part III, Line 4, before completing this item. Do not answer questions 5 and 6.

If "No," answer questions 5 and 6.

5 If you answer "No" to question 4, your organization's qualification as a section 501(c)(3) organization can be recognized only from the date this application is filed. Therefore, do you want us to consider the application as a request for recognition of exemption as a section 501(c)(3) organization from the date the application is received and not retroactively to the date the organization was created or formed? Yes No

6 If you answer "Yes" to question 5 above and wish to request recognition of section 501(c)(4) status for the period beginning with the date the organization was formed and ending with the date the Form 1023 application was received (the effective date of the organization's section 501(c)(3) status), check here and attach a completed page 1 of Form 1024 to this application.

10/12

Part III Technical Requirements (Continued)

7 Is the organization a private foundation?

- Yes (Answer question 8.)
 No (Answer question 9 and proceed as instructed.)

8 If you answer "Yes" to question 7, does the organization claim to be a private operating foundation?

- Yes (Complete Schedule E.)
 No

N/A

After answering question 8 on this line, go to line 14 on page 7.

9 If you answer "No" to question 7, indicate the public charity classification the organization is requesting by checking the box below that most appropriately applies:

THE ORGANIZATION IS NOT A PRIVATE FOUNDATION BECAUSE IT QUALIFIES:

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

If you checked one of the boxes a through f in question 9, go to question 14. If you checked box g in question 9, go to questions 11 and 12. If you checked box h, i, or j, in question 9, go to question 10.

Part III Technical Requirements (Continued)

- 10 If you checked box h, i, or j in question 9, has the organization completed a tax year of at least 8 months?
 Yes—Indicate whether you are requesting:
 A definitive ruling. (Answer questions 11 through 14.)
 An advance ruling. (Answer questions 11 and 14 and attach two Forms 872-C completed and signed.)
 No—You must request an advance ruling by completing and signing two Forms 872-C and attaching them to the Form 1023.

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

N/A

- 12 If you are requesting a definitive ruling under section 170(b)(1)(A)(iv) or (vi), check here and: N/A
 a Enter 2% of line 8, column (e), Total, of Part IV-A
 b Attach a list showing the name and amount contributed by each person (other than a governmental unit or "publicly supported" organization) whose total gifts, grants, contributions, etc., were more than the amount entered on line 12a above.

- 13 If you are requesting a definitive ruling under section 509(a)(2), check here and: N/A
 a For each of the years included on lines 1, 2, and 9 of Part IV-A, attach a list showing the name of and amount received from each "disqualified person." (For a definition of "disqualified person," see **Specific Instructions**, Part II, Line 4d, on page 3.)
 b For each of the years included on line 9 of Part IV-A, attach a list showing the name of and amount received from each payer (other than a "disqualified person") whose payments to the organization were more than \$5,000. For this purpose, "payer" includes, but is not limited to, any organization described in sections 170(b)(1)(A)(i) through (vi) and any governmental agency or bureau.

14 Indicate if your organization is one of the following. If so, complete the required schedule. (Submit only those schedules that apply to your organization. **Do not submit blank schedules.**)

	Yes	No	If "Yes," complete Schedule:
Is the organization a church?		X	A
Is the organization, or any part of it, a school?	X		B
Is the organization, or any part of it, a hospital or medical research organization?		X	C
Is the organization a section 509(a)(3) supporting organization?		X	D
Is the organization a private operating foundation?		X	E
Is the organization, or any part of it, a home for the aged or handicapped?		X	F
Is the organization, or any part of it, a child care organization?		X	G
Does the organization provide or administer any scholarship benefits, student aid, etc.?		X	H
Has the organization taken over, or will it take over, the facilities of a "for profit" institution?		X	I

Part IV Financial Data

Complete the financial statements for the current year and for each of the 3 years immediately before it. If in existence less than 4 years, complete the statements for each year in existence. If in existence less than 1 year, also provide proposed budgets for the 2 years following the current year. *Please see Attachment #7*

A. Statement of Revenue and Expenses

	Current tax year	3 prior tax years or proposed budget for 2 years			(e) TOTAL
		(a) From to	(b)	(c)	
Revenue	1 Gifts, grants, and contributions received (not including unusual grants—see page 6 of the instructions).				
	2 Membership fees received				
	3 Gross investment income (see instructions for definition)				
	4 Net income from organization's unrelated business activities not included on line 3				
	5 Tax revenues levied for and either paid to or spent on behalf of the organization				
	6 Value of services or facilities furnished by a governmental unit to the organization without charge (not including the value of services or facilities generally furnished the public without charge)				
	7 Other income (not including gain or loss from sale of capital assets) (attach schedule)				
	8 Total (add lines 1 through 7)				
	9 Gross receipts from admissions, sales of merchandise or services, or furnishing of facilities in any activity that is not an unrelated business within the meaning of section 513. Include related cost of sales on line 22				
	10 Total (add lines 8 and 9)				
	11 Gain or loss from sale of capital assets (attach schedule)				
	12 Unusual grants				
	13 Total revenue (add lines 10 through 12)				
Expenses	14 Fundraising expenses				
	15 Contributions, gifts, grants, and similar amounts paid (attach schedule)				
	16 Disbursements to or for benefit of members (attach schedule)				
	17 Compensation of officers, directors, and trustees (attach schedule)				
	18 Other salaries and wages				
	19 Interest				
	20 Occupancy (rent, utilities, etc.)				
	21 Depreciation and depletion				
	22 Other (attach schedule)				
	23 Total expenses (add lines 14 through 22)				
	24 Excess of revenue over expenses (line 13 minus line 23)				

Part IV Financial Data (Continued)

See Attachment # 7

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

Current tax year
Date 8-30-00

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

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

Schedule B. Schools, Colleges, and Universities

1 Does, or will, the organization normally have: (a) a regularly scheduled curriculum, (b) a regular faculty of qualified teachers, (c) a regularly enrolled student body, and (d) facilities where its educational activities are regularly carried on? Yes No
 If "No," do not complete the rest of Schedule B. *See Attachment #11*

2 Is the organization an instrumentality of a state or political subdivision of a state? Yes No
 If "Yes," document this in Part II and do not complete items 3 through 10 of Schedule B. (See instructions on the back of Schedule B.)

3 Does or will the organization (or any department or division within it) discriminate in any way on the basis of race with respect to:

a Admissions? Yes No

b Use of facilities or exercise of student privileges? Yes No

c Faculty or administrative staff? Yes No

d Scholarship or loan programs? Yes No

If "Yes" for any of the above, explain.

4 Does the organization include a statement in its charter, bylaws, or other governing instrument, or in a resolution of its governing body, that it has a racially nondiscriminatory policy as to students? Yes No

Attach whatever corporate resolutions or other official statements the organization has made on this subject. *see Attachment 1 & 2*

5a Has the organization made its racially nondiscriminatory policies known in a manner that brings the policies to the attention of all segments of the general community that it serves? Yes No

If "Yes," describe how these policies have been publicized and how often relevant notices or announcements have been made. If no newspaper or broadcast media notices have been used, explain.

See Attachment # 6

b If applicable, attach clippings of any relevant newspaper notices or advertising, or copies of tapes or scripts used for media broadcasts. Also attach copies of brochures and catalogs dealing with student admissions, programs, and scholarships, as well as representative copies of all written advertising used as a means of informing prospective students of the organization's programs.

6 Attach a numerical schedule showing the racial composition, as of the current academic year, and projected to the extent feasible for the next academic year, of: (a) the student body, and (b) the faculty and administrative staff.

7 Attach a list showing the amount of any scholarship and loan funds awarded to students enrolled and the racial composition of the students who have received the awards. *NONE*

8a Attach a list of the organization's incorporators, founders, board members, and donors of land or buildings, whether individuals or organizations. *PLEASE SEE ATTACHMENT 3 & ATTACHED LEASE AGREEMENT*

b State whether any of the organizations listed in 8a have as an objective the maintenance of segregated public or private school education, and, if so, whether any of the individuals listed in 8a are officers or active members of such organizations.

9a Enter the public school district and county in which the organization is located.

HISD -- HARRIS COUNTY

b Was the organization formed or substantially expanded at the time of public school desegregation in the above district or county? Yes No

10 Has the organization ever been determined by a state or Federal administrative agency or judicial body to be racially discriminatory? Yes No

If "Yes," attach a detailed explanation identifying the parties to the suit, the forum in which the case was heard, the cause of action, the holding in the case, and the citations (if any) for the case. Also describe in detail what changes in the organization's operation, if any, have occurred since then.

Instructions

A "school" is an organization that has the primary function of presenting formal instruction, normally maintains a regular faculty and curriculum, normally has a regularly enrolled student body, and has a place where its educational activities are carried on.

The term generally corresponds to the definition of an "educational organization" in section 170(b)(1)(A)(ii). Thus, the term includes primary, secondary, preparatory and high schools, and colleges and universities. The term does not include organizations engaged in both educational and noneducational activities unless the latter are merely incidental to the educational activities. A school for handicapped children is included within the term, but an organization merely providing handicapped children with custodial care is not.

For purposes of Schedule B, "Sunday schools" that are conducted by a church are not included in the term "schools," but separately organized schools (such as parochial schools, universities, and similar institutions) are included in the term.

A private school that otherwise meets the requirements of section 501(c)(3) as an educational institution will not qualify for exemption under section 501(a) unless it has a racially nondiscriminatory policy as to students.

This policy means that the school admits students of any race to all the rights, privileges, programs, and activities generally accorded or made available to students at that school and that the school does not discriminate on the basis of race in the administration of its educational policies, admissions policies, scholarship and loan programs, and athletic or other school-administered programs.

The IRS considers discrimination on the basis of race to include discrimination on the basis of color and national or ethnic origin. A policy of a school that favors racial minority groups in admissions, facilities, programs, and financial assistance will not constitute discrimination on the basis of race when the purpose and effect is to promote the establishment and maintenance of that school's racially nondiscriminatory policy as to students.

See Rev. Proc. 75-50, 1975-2 C.B. 587, for guidelines and recordkeeping requirements for determining whether private schools that are applying for recognition of exemption have racially nondiscriminatory policies as to students.

Line 2

An instrumentality of a state or political subdivision of a state may qualify under section 501(c)(3) if it is organized as a separate entity from the governmental unit that created it and if it otherwise meets the organizational and operational tests of section 501(c)(3). See Rev. Rul. 60-384, 1960-2 C.B. 172. Any such organization that is a school is not a private school and, therefore, is not subject to the provisions of Rev. Proc. 75-50.

Schools that incorrectly answer "Yes" to line 2 will be contacted to furnish the information called for by lines 3 through 10 in order to establish that they meet the requirements for exemption. To prevent delay in the processing of your application, be sure to answer line 2 correctly and complete lines 3 through 10, if applicable.

Attachment #2

Attachment #3

Attachment #4

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: Loe Learning Academy

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

b. Maiden Name (if female) _____
c. Other names used at any time _____

3. Social Security Number: [REDACTED]

4. Date and Place of Birth: [REDACTED] Cleveland Ohio

5. Business Address: 6701 Cullen Blvd.
Business Telephone: 713-748-4228

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>2-90 to present</u>	<u>2904 Holly Hall</u>	<u>Houston, TEXAS</u>	<u>77054</u>

7. Education: Dates, Names, Locations and Degrees

College Texas Bible College

Graduate Studies International Apostolic University - Master in Organization & Administration

Others International Apostolic University - Doctoral in Divinity

8. List Membership in Professional Societies and Associations: KAY Fraternity, Alpha Phi Omega Service Fraternity, Advisory Board for Shepherd's Watch International Fellowship

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

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

DATES	EMPLOYER	ADDRESS	TITLE
1981	Northside Mortuary	415 Berry Rd Hou, TX	Manager
1986	National Foundation Life Ins Co.	Dallas TX.	General Agency
1988	Maronde + Associates	Hou, TX	Manager / Law Firm
1989	Life Tabernacle-Cullen	Houston, TX	Pastor / President
1999	Liability Life Child Care	Houston, TX	President

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

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

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

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

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): Sept 11, 1991 (Active), Insurance Licenses - National Foundation - State of Texas - 1985 (inactive), Mortuary Licenses - State of Texas - 1999 (inactive) ministerial licenses - United Pentecostal Church NO longer in the Business

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 Am the C.E.O & Superintendent of School

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 16th day of August,
19-2000, 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.

D.R.S. Ph.D.
(Signature of Affiant)

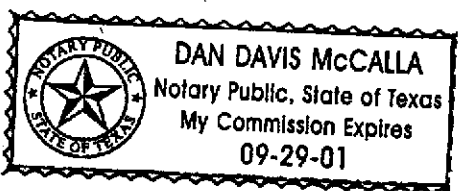
State of Tex
County of Harris

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

Subscribed and sworn to before me this 16 day of
August 2000

Dan Davis McCalla
(Notary Public)
My commission expires 09-29-01

(SEAL)



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

Full Name of Sponsoring Entity and Name of Proposed Charter School: Zoe Learning Academy

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): Cornelia P. Rose
2. Have you ever had your name changed? If yes, give reason for the change: _____

b. Maiden Name (if female) President (Cornelia President)
c. Other names used at any time Connie P. Rose

3. Social Security Number: [REDACTED]

4. Date and Place of Birth: St Louis Mo.

5. Business Address: 2500 Campbell St
Business Telephone: 713-228-7543

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>1972 - present</u>	<u>2305 Noble</u>	<u>Houston, TEXAS</u>	<u>77026</u>

7. Education: Dates, Names, Locations and Degrees

College Los Angeles City College - Elementary Education (1962)

Graduate Studies _____

Others Inter-Baptist Theological Seminary (Masters in Music) (BRE) (1969)

8. List Membership in Professional Societies and Associations: Independent District Associations, Baptist Ministers Wives, National Council on Ageing, National Council of Negro Women, NAACP, Fifth Ward At-Risk Coalition

9. Present or Proposed Position with the Proposed Charter School: Vice-President

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
1978 - present	Senior Citizen Center	Greater Northside Houston 2500 Campbell St Houston, Texas 77026	Executive Director

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

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

12. a Have you ever been in a position which required a fidelity bond? NO
If any claims were made on the bond, give details: 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? Yes
If yes, give details: My son is Dr. Rose who is the C.E.O.

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 16th day of August,
18 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.

Cornelia P. Rose
(Signature of Affiant)

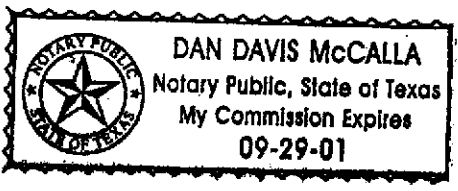
State of Texas
County of Harris

Personally appeared before me the above named Cornelia P. Rose
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 8-16-00 day of
August, 2000

Dan Davis McCalla
(Notary Public)
My commission expires 09-29-01

(SEAL)



00124

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____

For Learning Academy

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): SAUNDRA DENISA TAYLOR

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

b. Maiden Name (if female) TAYLOR

c. Other names used at any time S.D. TAYLOR, SAUNDRA D. TAYLOR-BARKEDALE

3. Social Security Number*: [REDACTED]

4. Date and Place of Birth: [REDACTED] LAfayette, Louisiana

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>6405 Dryad #904</u>		<u>HOUSTON TEXAS</u>	<u>77095</u>
<u>8211 Beons Road #1116</u>		<u>HOUSTON TEXAS</u>	<u>77099</u>
<u>8730 Wilcrest Blvd</u>		<u>HOUSTON TEXAS</u>	<u>77099</u>

7. Education: Dates, Names, Locations and Degrees

College California State University, Los Angeles, 5151 State University Drive
Los Angeles California (1974-78)
Graduate Studies _____

Others Los Angeles Trade Technical College, Houston Baptist University

Houston Community College

8. List Membership in Professional Societies and Associations: Texas Association of Realtors
Houston Association of Realtors, Texas Association of Mortgage Brokers

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

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

DATES	EMPLOYER	ADDRESS	TITLE
1/94 - present	Continental Airlines	9999 Richmond Ave 77042	Reservations
7/95 - 7/97	Royce Jones	14601 Falling Creek Rd TX 77068	New Home Sales
6/92 - 6/94	World Realty	9545 Burncroft Rd 77036	Realtor
1/90 - 6/92	Giles Volvo	20101 Gulf Frewy Webster TX 77598	New Car Sales
87-90-	Burnett Agency	9800 Richmond Ave 77042	Various Clerical
84-87	American Capital	330 Post Oak Blvd 77056	TRM Customer Service 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): Texas Association of Realtors (1986 to present)
Texas Mortgage Brokerage (2000 to present)

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

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

16. Have you ever been adjudged bankrupt? Yes filed but not completed.
Bankruptcy dismissed

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

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? Yes. If so, please furnish details: family dog involved in neighborhood incident.

Dated and signed this 16th day of August,
19 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.

Sandra D. Taylor
(Signature of Affiant)

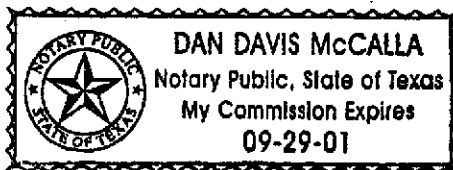
State of Texas
County of Harris

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

Subscribed and sworn to before me this 16 day of August, 2000

(SEAL)

Dan Davis McCalla
(Notary Public)
My commission expires 09-29-01



00127

Attachment #5

In reference to Attachment #5, The Financial History:

This is a newly formed corporation and it does not have a financial history. Please be advised.

00129

Attachment #6

NOTICE OF INTENT TO APPLY FOR
OPEN-ENROLLMENT CHARTER SCHOOL

The Zoe Learning Academy is applying to the State Board of Education for approval to operate an open-enrollment charter school ("Zoe Learning Academy") to be located at the Life Church facilities at 6701 Cullen Blvd. Houston, Tx. 77021. Charter schools are public schools established by nonprofit organization, institutions of higher education, or governmental entities. These schools are publically funded and are free from many state regulations that apply to other public school is being provided for the benefit of the community in which the school would be located if approved.

Date of Public forum will be August 13th 2000 at 1:30 p.m.

Zoe Learning Academy

Dr. R.S. Rose II. C.E.O

Board of Directors:

Connie P Rose, President

Sandie Taylor, Vice President

Robert Etheridge, Treasurer

Helen Cockrell, Secretary

Location of proposed school—6701 Cullen Blvd. Houston, Tx. 77021

The facilities in which the school will be held is an 11,000 square ft. building, fenced in on the corner of Cullen and Yellowstone.

Grade levels to serve K-~~5~~⁶ grades.

August 16, 2001

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

Family Educational Rights and Privacy Act Protected Material

2 pages have been withheld

PLEASE NOTE: Public hearing sign-in sheets have been removed from the responsive material. These sign-in sheets contain material that is protected by the Family Educational Rights and Privacy Act (FERPA). Information redacted could include items such as the student's name, names of family members, addresses, personal identifiers such as social security numbers, and personal characteristics or other information that make the student's identity easily traceable. If you have any questions or concerns regarding the redaction of this material, please contact the Open Records Office at PIR@tea.state.tx.us.

Attachment #7

LOCAL

3

Houston READ Commission, American Bible Society announces unprecedented project

The American Bible Society, in conjunction with the Houston READ Commission, has announced its newest ground-breaking project, "The Eleanor McCollum Faith-Based Literacy Program & Awards." The announcement was made at the Houston READ Commission's recent "Tutor Salute" at the Houston READ Commission's Heights Learning Center. The Eleanor McCollum Faith-Based Literacy Program uses Bible materials to encourage adults and children to read. Awards will be given annually to individuals for exceptional contribution to the cause of erasing illiteracy.

Literacy training tutors are currently being recruited for the program. Using the Contemporary English Version (CEV) Bible, and other faith-based publications and visual aids as necessary, they will tailor the training to each individual's level of literacy.

"This program emphasizes the basics in enabling so many more people to read the daily newspaper, read a job application, and discover the wonders of the Scriptures as well," said Mrs. McCollum. The program will begin in Houston, branch out to other Texas cities, and then be taken nationally.

At the recent "Tutor Salute," Mrs. McCollum presented a grant of \$25,000 to The Houston READ Commission to support build-out of Faith-Based Literacy Training Sites

in the area. A leading Houston philanthropist, Eleanor McCollum has served on the American Bible Society board of trustees for more than 30 years, and has underwritten publications of the Today's English Version (TEV) Bible in an easy-to-read format. For many years, Mrs. McCollum has been a speaker for Christian groups of all denominations. In addition she has written an autobiography, *Invitation to Joy*. A young and vibrant 92, she is actively involved in religious as well as medical and cultural activities throughout the country. In sponsoring the Faith-Based Literacy Program & Awards, Mrs. McCollum is supporting a major, grassroots thrust of the American Bible Society for the new millennium.

For more than 180 years, the American Bible Society has been a leading publisher, translator and distributor of bibles throughout the world. Non-profit and non-denominational, the Society provides materials without doctrinal note or comment, leaving the teaching and explaining of Scripture to the partner groups which serve more than 100 Protestant and Catholic denominations.

Headquarters in New York since its founding in 1816, the Society opened its first Regional Office last year in Houston. The purpose is to permit more local volunteer involvement and to develop customized

programs reinforcing the Bible's relevancy to daily life. Mr. Stephen L. Shanklin, a native Houstonian, was named Executive Director of the South Central Regional Office. Previously, Shanklin was the National Network Director for Promise Keepers Organization in Denver, Colorado. He organized and coordinated hundreds of national events, the largest of which was "Stand in the Gap" in Washington, D.C., attended by more than one million men.

Shanklin is the founder of Destiny Consulting Firm, a leadership training institute for the development of denominations and church staff. He has presented more than 500 training seminars over the past 12 years. He is also the author of "The Book of Prayers," published by St. Martin Press, New York. With area organizations and leaders like Mrs. McCollum, Mr. Shanklin is initiating community partnerships and projects to make the Bible accessible to more adults and children in a language and form each can readily understand and easily afford.

To participate in the Eleanor McCollum Faith-Based Literacy Program & Awards, please call the Houston READ Commission at (713) 845-2527.

The Regional Office of the American Bible Society is located at 2211 Norfolk, Suite 737, Houston, Texas 77098.

North Forest chief expresses hopes for new school year

Dr. Gloria S. Scott, superintendent of the North Forest ISD, urged teachers, administrators and staff to "Raise Expectations" for the 2000-2001 school year during a general staff meeting held recently at Forest Brook High School.

Scott explained that the 1999-2000 academic year posed many challenges yet the school district continued to excel.

"As we look back over the last school year, we can say that our district continues to set many records. Our students did exceptionally well on the TAAS Test, and that was because of your hard work and dedication," Scott said.

She said the district had several students who signed letters of intent to play sports at major universities, several elementary schools had students to qualify for the Duke University Motivation for Academic Performance Program (MAP), the district received over \$1 million in

grants and was also visited by U.S. Attorney General Janet Reno, who congratulated school officials on their district-wide safety measures.

The superintendent mentioned that the district was also notified that its application for a second \$41 million in school facilities allotment grant funds was approved by the Texas Education Agency as a result of NEISD taxpayers approving a \$41 million bond election in December 1999 - the second bond referendum in as many years.

"This means still more new schools and that we can also do some much needed repairs to the others," she added.

In spite of the many accomplishments that were made in the previous school year, Scott said that there is more work to do to ensure that the district continues to achieve through excellence in the next school year.

"We will face some serious challenges this year in the district," Scott

said, "as we will be under close scrutiny by the Texas Education Agency due to monitoring visits."

A major area of concern is the reporting of student data, namely daily attendance reports, she mentioned.

"It is also important that everyone does his or her part by making sure that the daily attendance reports are taken and are correct. The district's funding is based on the number of students in average daily attendance (ADA)," she said.

Scott also explained the district's financial outlook and the changes needed to improve it.

"Finally, the district now faces serious financial constraints due to the loss of student enrollment. We will be monitoring student enrollment more closely," Scott said, "No matter how & Tim this seems, we must do a better job in accounting for all students who attend our schools daily."

Notice of intent to apply for open-enrollment charter school

The Zoe Learning Academy is applying to the State Board of Education for approval to operate an open enrollment charter school ("Zoe Learning Academy") to be located at the Life Church facilities at 6701 Cullen Blvd. Houston, TX 77021. Charter schools are public schools established by nonprofit organization, institutions of higher education, or governmental entities. These schools are publicly funded and are free from many state regulations that apply to other public school is being provided for the benefit of the community in which the school would be located if approved.

Date of Public forum will be August 13th 2000 at 1:30 p.m.

Zoe Learning Academy

Dr. R.S. Rose II, C.E.O.
Board of Directors:
Connie P. Rose, President
Sandie Taylor, Vice President
Robert Etheridge, Treasurer
Helen Cockroll, Secretary
Location of proposed school -
6701 Cullen Blvd. Houston, Tx,
77021

The facilities in which the school will be held is an 11,000 square ft. building fenced in on the corner of

Cullen and Yellowstone.

Grade levels to serve K-6th grades. August 16, 2001

The State Board of Education invites comments about my 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.

Notice
Of
Public Forum
for
a proposed Charter School

Date: August 13, 2000
Location: 6701 Cullen Blvd.
Time: 1:30 p.m.

*Come! Voice your opinions, your
concerns and your support
of
The ZOE Learning Academy*

Attachment #8

Sent to :
Clerk of Commissioner's Court

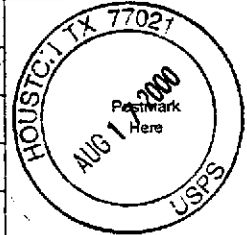
U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7099 3220 0001 4329 8704

Article Sent To:

Clerk of Commissioner's Court
Pat Jackson P.O. Box 1525

Postage	\$ 33
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.98



Name (Please Print Clearly) (To be completed by mailer)

Zoe Learning Academy

Street, Apt. No., or PO Box No.

6701 Cullen

City, State, ZIP+4

Houston, TX 77021

PS Form 3800, July 1999

See Reverse for Instructions

00138

Sent to :
City Councilman
Jew Don Booney

**U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)**

7099 3220 0000 14329 6224 8711

Article Sent To:	
City Councilman Jew Don Booney P.O. Box 1562	
Postage	\$.33
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.98

HOUSTON TX 77021
AUG 1 7 2000
Postmark Here
USPS

Name (Please Print Clearly) (To be completed by mailer)	
Zoe Learning Academy	
Street, Apt. No.; or PO Box No.	
6701 Cullen	
City, State, ZIP+4	
Houston Tx 77021	

PS Form 3800, July 1999 See Reverse for Instructions

NOTICE OF INTENT TO APPLY FOR
OPEN-ENROLLMENT CHARTER SCHOOL

The Zoe Learning Academy is applying to the State Board of Education for approval to operate an open-enrollment charter school ("Zoe Learning Academy") to be located at the Life Church facilities at 6701 Cullen Blvd. Houston, Tx. 77021. Charter schools are public schools established by nonprofit organization, 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 benefit of the community in which the school would be located is being provided for the benefit of the community in which the school would be located if approved.

Date of Public forum will be August 13th 2000 at 1:30 p.m.

Zoe Learning Academy

Dr. R.S. Rose II. C.E.O

Board of Directors:

Connie P Rose, President

Sandie Taylor, Vice President

Robert Etheridge, Treasurer

Helen Cockrell, Secretary

Location of proposed school—6701 Cullen Blvd. Houston, Tx. 77021

The facilities in which the school will be held is an 11,000 square ft. building, fenced in on the corner of Cullen and Yellowstone.

Grade levels to serve K-6th grades.

August 16, 2001

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

Attachment #9

ZOE Learning Academy

SALARY SCHEDULE

Position	Number of Days	Salary				
		Year 1	Year 2	Year 3	Year 4	Year 5
CEO/Superintendent	226	\$45,000	\$46,000	\$47,000	\$48,000	\$50,000
Principal	215	\$40,000	\$41,000	\$42,000	\$43,000	\$45,000
Assistant Principal/Counselor	205	\$35,000	\$36,000	\$37,000	\$38,000	\$40,000
Business Manager	50%-113	\$20,000	\$21,000	\$22,000	\$23,000	\$24,000
Secretary/Receptionist	215	\$22,000	\$23,000	\$24,000	\$25,000	\$26,000
Lead Teacher	195	+\$1,000	+\$1,000	+\$1,000	+\$1,000	+\$1,000
Beginning-Certified Teacher	195	\$30,000	\$31,000	\$32,000	\$33,000	\$34,000
Beginning-Uncertified (Degreed) Teacher	195	\$27,000	\$28,000	\$29,000	\$30,000	\$31,000
Beginning Three Year Old Teacher (Undegreed)--Enrollment in College Verified Each Year	195	\$26,000	\$27,000	\$28,000	\$29,000	\$30,000
Teacher Assistant (Experienced)	195	+\$500	+\$500	+\$500	+\$500	+\$500
Beginning Teacher Assistant	195	\$16,000	\$16,500	\$17,000	\$17,500	\$18,000
Beginning Cafeteria Manager	195	\$16,000	\$16,500	\$17,000	\$17,500	\$18,000

Attachment #10

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: Loe Learning Academy

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

b. Maiden Name (if female) _____
c. Other names used at any time _____

3. Social Security Number*: [REDACTED]

4. Date and Place of Birth: [REDACTED] Cleveland Ohio

5. Business Address: 6701 Cullen Blvd.
Business Telephone: 713-748-4228

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>2-90 to present</u>	<u>2904 Holly Hall</u>	<u>Houston, TEXAS</u>	<u>77054</u>

7. Education: Dates, Names, Locations and Degrees

College Texas Bible College

Graduate Studies International Apostolic University - Master in Organization & Administration

Others International Apostolic University - Doctoral in Divinity

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 Am the C.E.O of Superintendent of School

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 16th day of August, 19-2000, 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.

Richard S. Rose II
(Signature of Affiant)

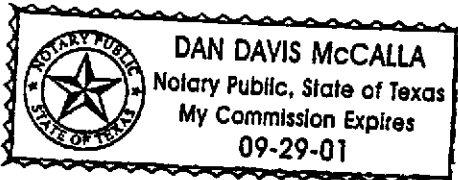
State of Tex
County of Harris

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

Subscribed and sworn to before me this 16 day of August, 2000

(SEAL)

Dan Davis McCalla
(Notary Public)
My commission expires 09-29-01



8. List Membership in Professional Societies and Associations: KAY Fraternity, Alpha Phi Omega Service Fraternity, Advisory Board for Shepherd's Watch International Fellowship

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

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

DATES	EMPLOYER	ADDRESS	TITLE
1981	Northside Mortuary	415 Berry Rd Hou, TX	Manager
1986	National Foundation Life Ins Co.	Dallas TX	General Agency
1988	Marade & Associates	Hou, TX	Manager / Law Firm
1989	Life Tabernacle - Cullen	Houston, TX	Pastor / President
1999	Life Child Care	Houston, TX	President

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

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

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

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

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): Ministerial Licenses - United Pentecostal Church Sept 11, 1991 (Active), Insurance Licenses - National Foundation - State of Texas - 1985 (Inactive), Mortuary Licenses - State of Texas - 1979 (Inactive) No longer in the business

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: _____

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: THE ZOE Learning Academy.

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): ERNEST FITCH
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] Houston Texas
5. Business Address: 3430 Evergreen Houston TX 77087
Business Telephone: (713) 6493092

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
1997-2000/Present	15603 Rosewood Hill ct	Jugareland TX	77479
1994-1997	2121 Hepduen	Houston TX	77054
1990-1994	9490 Brompton court	Houston TX	77054

7. Education: Dates, Names, Locations and Degrees

College 1979 to 1984 Morehouse college, Atlanta Georgia B.A.

Graduate Studies _____

Others _____

8. List Membership in Professional Societies and Associations: NATIONAL Association for Black Educators.
9. Present or Proposed Position with the Proposed Charter School : Director/principle
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
1999 to present	Houston Advantage charter school	3430 Evergreen Houston TX 77087	DEPT HEAD
1998 to 1999	Community Education Partnership	7055 Beachnut Houston TX 77074	TEAM MANAGER
1994-1998	Houston Independent School District	3500 Tramm Houston TX 77021	SPECIAL ED. TEACHER
1988-1994	Texas Center for Adolescent Rehabilitation and Education	6425 Chimney Rock Houston TX 77081.	Supervisor/Teacher
1984 to 1988	Mental Health and Mental Retardation Authority, of Harris County	5000 Fanning Houston TX 77021.	Case manager - State Schools.

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

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

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

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): Certified in Crisis Prevention Intervention, (CPMB) Progressive Management through Aggressive Behavior, Along with Education Specialist, Documentation Specialist and Nursing Specialist. (1993) By Texas Center For Adolescent Rehabilitation and Education.

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

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

16. Have you ever been adjudged bankrupt? NO

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 August day of 16th, 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)

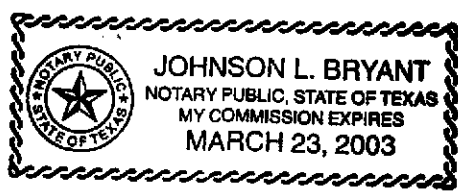
State of HARRIS TEXAS
County of HARRIS

Personally appeared before me the above named ERNEST FITCH 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 AUGUST 16 day of AUGUST 16, 2000

[Signature]
(Notary Public)
My commission expires 2003

(SEAL)



00149

Attachment #11

**Job Description
CHIEF EXECUTIVE OFFICER**

Name: _____

Title: Chief Education Officer

Supervision: Reports directly to the Board

Days of Employment:

Duties:

- ⌚ Supervise and control all aspects of the Corporation's business and affairs, including the business of the _____ Charter School
- ⌚ Overseeing and directing the implementation of the vision and mission of the school
- ⌚ Maintaining the school's operational commitments under the Charter
- ⌚ Act as the Board's agent with respect to encumbrance of funds, the payment of financial obligations, entering into contracts, and authorizing expenditures within the guidelines of the bylaws and the budget.
- ⌚ Serve as the school's public relations officer, support the board in fund-raising and institutional advancement efforts
- ⌚ Guide and direct all fund-raising activities and institutional advancement efforts, including the approval of all grant proposals, at the staff level
- ⌚ Oversee and direct the development and implementation of a budget, a school calendar, and policies for presentation to the Board
- ⌚ Develop job descriptions and has sole hiring and firing authority.
- ⌚ Develop linkages in the community and elsewhere that furthers the educational mission and vision of the school.
- ⌚ Oversee and direct implementation of activities that foster open lines of communication with all stakeholders and that foster the development of a community of learners, as well as oversee and direct implementation of enrichment programs

Qualifications: Describe what qualifications both educationally and experientially for this person.

Compensation: Put Range of Salary

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.

JOB Description for Assistant Superintendent

Name: _____

Title: Assistant to the CEO

Supervision: _____ will be supervised by the Chief Education Officer and will receive direction from the Board of Directors.

Days of Employment:

Duties:

- ① Maintain the integrity of the Vision and Mission of _____ Charter
- ① Participate in fund raising activities
- ① Participate in the development of active partnerships
- ① Manage human resources of the school
- ① Negotiate and make contract recommendations to CEO and Staff
- ① Participate in the development of active partnerships for the school
- ① Provide Professional Development activities in Technology, Curriculum Development, Authentic Assessment, and other identified areas of need
- ① Participate in personnel issues regarding hiring and firing
- ① Develop policies and resources needed by the school
- ① Participate with the CEO to evaluate programs and performance of the principal
- ① Provide leadership in Curriculum Development
- ① Interface with federal agencies, TEA, and Charter Resource Center of Texas
- ① Provide resources to CEO, Board of Directors and Parents
- ① Provide Grant Writing Assistance
- ① Complete Federal and State Programs Forms and Implement Programs
- ① Work directly with the CEO and perform duties that are needed that will insure academic success for the students enrolled at _____ Charter School.
- ① Work with CFO on state finance procedures

Qualifications: Describe what qualifications both educationally and experientially for this person.

Compensation: Put Range of Salary

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

ZOE Learning Academy
required.

Attachment #16

Job Descriptions/ Staff

JOB Description for Principal

Name: _____

Title: Principal

Supervision: Supervised by the Chief Education Officer,
and/or by his/her designee.

Days of Employment:

Domain I General Duties

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

Domain II Curriculum and Instruction

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

Domain III Supervision

- ⌚ Supervise other faculty
- ⌚ Evaluate faculty and staff on predetermined job performance criteria
- ⌚ Interview and make hiring and firing recommendations to the CEO or her designee
- ⌚ Ensure that all faculty are fully informed of pay procedures, Board policies and directives, and policies and directives of CEO and/or designee
- ⌚ Handle student discipline
- ⌚ Establish a safe, peaceful, and clean learning environment
- ⌚ Work with faculty on professional development activities, development of lesson plans, scope and sequence, IAP portfolios, and rubrics for each course

Domain IV Programs

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

Domain V Parent/Public Involvement

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

Qualifications: Describe what qualifications both educationally and experientially for this person.

Compensation: Put Range of Salary

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.

JOB Description for Counselor

Name: _____

Title: Counselor

Supervision: Supervised by the Principal

Days of Employment:

Duties:

- ① Plan, implement, and evaluate a comprehensive program of guidance, including counseling services.
- ① Provide guidance to individuals and groups to develop educational, career, and personal plans.
- ① Provide input to other school district staff in planning testing and appraisal programs for students.
- ① Coordinate and supervise the compiling and maintenance of reports, records, and other required documents.
- ① Use an effective information and referral process to help students and others utilize special programs and services.
- ① Comply with policies established by federal and state law, State Board of Education rule, and the local board policy as they relate to the guidance and counseling program.

School Climate:

- ① Present for students a positive role model that supports the mission of the school district.
- ① Consult with parents, teachers, administrators and other relevant individuals to enhance their work with students.
- ① Advocate for students.
- ① Participate in student registration and orientation.
- ① Demonstrate skills in conflict-resolution with administrators, parents, teachers, and/or the community.
- ① Effectively communicate with colleagues, students, and parents.

School Climate:

- ① Assist the administration in adapting school programs to meet student needs.
- ① Develop and coordinate a continuing evaluation of guidance and counseling service and implement revisions based on findings.
- ① Conduct, participate in and/or use the results of valid research.

Student Management:

- ⌚ Consult with teachers, parents, administrators, and multi-disciplinary teams to promote effective student management and assist in the development of individualized educational plans.
- ⌚ Participate in case conferences and staffing regarding students with special needs.
- ⌚ Assist students in course selection to meet graduation requirements and/or needs.
- ⌚ Assist students in evaluating and developing their aptitudes and abilities through interpretation of individual standardized test scores.
- ⌚ Assist in the identification of students that may have special needs.
- ⌚ Provide individual and small group counseling.
- ⌚ Develop and maintain effective working relations with students and their parents.
- ⌚ Assist in the coordination of at risk programs and Section 504 referrals.

Professional Growth and Development:

- ⌚ Develop needed professional skills appropriate to job assignment.
- ⌚ Demonstrate behavior that is professional, ethical, and responsible.
- ⌚ Participate in workshops, seminars, and conferences to enhance counseling knowledge and skills.

School/Community Relations:

- ⌚ Articulate the district's mission and goals in the area of guidance and counseling to the community and encourage support on realizing the mission.
- ⌚ Develop and maintain positive working relationships with representatives of community resources.
- ⌚ Coordinate with school and community personnel to bring together resources for students.
- ⌚ Educate the school staff, parents, and the community about the guidance program.
- ⌚ Demonstrate awareness of school/community needs and initiate activities to meet those identified needs.
- ⌚ Encourage the use of appropriate and effective techniques for community and parent involvement.
- ⌚ Model an accepting and optimistic attitude about the potentialities of people and the belief that people can change in positive ways.

Qualifications: Describe what qualifications both educationally and experientially for this person.

Compensation: Put Range of Salary

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.

JOB Description for Teacher

Name: _____

Title: Teacher

Supervision: Supervised by the Principal

Days of Employment:

Duties:

① Instructional Strategies:

- ① Develop and implement plans for the curriculum program assigned and show written evidence of preparation as required.
- ① Present the subject matter according to guidelines established by Texas Education Agency, board policies, and administrative regulations.
- ① Plan and use appropriate instructional/learning strategies, activities, materials, and equipment that reflect accommodation for individual needs of students assigned.
- ① Work cooperatively with special education teachers/staff to modify curricula as needed for special education students according to guidelines established by Individual Education Plans (IEP).
- ① Cooperate with other members of the staff in planning and implementing instructional goals, objectives, and methods according to district requirements.
- ① Plan and supervise purposeful assignments for teacher aid(s) and/or volunteer(s).
- ① Use appropriate technologies in the teaching/learning process.

Student Growth and Development:

- ① Assist students in analyzing and improving methods and habits of study.
- ① Consistently assess student achievement through formal and informal testing.
- ① Assume responsibility for extracurricular activities as assigned and may sponsor outside activities approved by the school.
- ① Present a positive role model for students that supports the mission of the campus and the school district.

Classroom Management and Organization:

- ① Create a classroom environment conducive to learning and appropriate to the intellectual, physical, social, and emotional development of students.
- ① Manage student behavior in the classroom and other areas as appropriate and administer discipline according to board policies, administrative regulations, and IEP.

- ⌚ Take all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
- ⌚ Assist in the selection of books, equipment, and other instructional materials.

Communication:

- ⌚ Establish and maintain open lines of communication with students and their parents which includes home visits.
- ⌚ Maintain a professional relationship with all colleagues, students, parents, and community members.
- ⌚ Use appropriate and acceptable communication skills to present information accurately and clearly.

Professional Growth and Development:

- ⌚ Demonstrate current knowledge, understanding, and skill in teaching strategies and the learning process.
- ⌚ Participate in district and campus staff development programs.
- ⌚ Demonstrate interest and initiative in professional improvements.
- ⌚ Demonstrate behavior that is professional, ethical, and responsible.

Policy Implementation:

- ⌚ Keep informed of and comply with state, district, and school regulations and policies for classroom teachers and charter schools.
- ⌚ Compile, maintain, and file all reports, records, and other documents required.
- ⌚ Adhere to the Professional Code of Ethics.

Qualifications: Describe what qualifications both educationally and experientially for this person.

Compensation: Put Range of Salary

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.

JOB Description for Paraprofessional

Name: _____

Title: Paraprofessional

Supervision: Supervised by the Principal

Days of Employment:

Duties:

- ⌚ Develop and implement plans for the curriculum program assigned and show written evidence of preparation as required.
- ⌚ Assist identified learners in the learning prescriptions, lessons, or activities as assigned by the classroom teacher that reflect accommodation for individual learning needs.
- ⌚ Work cooperatively with instructional staff to modify curricula as needed for students according to guidelines established by policies and procedures and the instructional and administrative staff.
- ⌚ Enlist classroom management strategies that provide an orderly and engaging environment for learning.
- ⌚ Communicate effectively and efficiently with staff, students, and parents.
- ⌚ Use appropriate technologies in the teaching/learning process.
- ⌚ Maintain required records in audible form.
- ⌚ Perform other duties as assigned.

Qualifications: Describe what qualifications both educationally and experientially for this person.

Compensation: Put Range of Salary

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.

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Attachment #12

STAFFING TABLE AND COMPUTATION OF PAYROLL COST
2001-2002

School Name **ZOE LEARNING ACADEMY**
 Grade Levels **PK - 5**
 Enrollment Projection **270**
 Insurance Contribution per year **\$ 1,200.00** **1%**

Positions	Days Assigned	No. OF Staff	Staffing Ratio	Average Salary	Total Salary	Medicare Matching	Insurance Contrib.	Workers Comp. Ins	State Unemploy.	Total Payroll Cost
Teachers	188	14	19.29	33,000	462,000	6,699	16,800	4,620		490,119
Sub Teachers										14,704
Teacher Aides	188	5	54.00	15,000	75,000	1,088	6,000	750		82,838
										572,957
Principal	230	1		60,000	60,000	870	1,200	600		62,670
Asst. Principal	210	1		43,000						
Principal Clerical	210	1		25,000	25,000	363	1,200	250		26,813
										89,483
Nurse	188				-	-	-	-		-
Nurse Aide	188	1		15,000	15,000	218	1,200	150		16,568
										16,568
Counselor	210				-	-	-	-		-
										-
Gen. Administration	240				-	-	-	-		-
Clerical	240	1		22,000	22,000	319	1,200	220		23,739
										23,739
Maintenance	240	1		16,000	16,000	232	1,200	160		17,592
										17,592
Security	200				-	-	-	-		-
										-
Cafeteria	185	2		12,000	24,000	348	2,400	240		26,988
										26,988
Totals		27	10.00		699,000	10,136	31,200	6,990	-	747,326

**ZOE LEARNING CENTER
PROJECTED BUDGET
2001-2002**

**PROJECTION OF STATE FOUNDATION REVENUE
ZOE LEARNING ACADEMY
2001-2002**

Total Number of Students Enrolled	270	0	0	0	0	0	0	0	0	270
Percent Attendance	0.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.94
Special Education Data: (add on value)										
Number Enrolled in Homebound	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Hospital Class	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Speech Therapy	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Resource Room	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Self-contained Mild	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Self-contained Severe	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Off-home Campus	0	0	0	0	0	0	0	0	0	0
Number Enrolled in VAC	0	0	0	0	0	0	0	0	0	0
Number Enrolled from State Schools	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Hospital Care & Treatment	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Mainstream	10	2	0	0	0	0	0	0	0	12
Career & Technology Data:										
Number Enrolled in One-hour Class	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Two-hour Class	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Three-hour Class	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Four-hour Class	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Five-hour Class	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Six-hour Class	0	0	0	0	0	0	0	0	0	0
Gifted & Talented Enrollment	0	0	0	0	0	0	0	0	0	0
Compensatory Education Enrollment	54	0	0	0	0	0	0	0	0	54
Number of Pregnancy-related Students	0	0	0	0	0	0	0	0	0	0
Bilingual Enrollment	0	0	0	0	0	0	0	0	0	0

	253.800	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	253.800
Refined ADA	253.800	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	253.800
Special Education FTEs:										
Homebound	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Hospital Class	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Speech Therapy	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Resource Room	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Self-contained Mild	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Self-contained Severe	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Off-home Campus	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
VAC	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
State School Students	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Hospital Care & Treatment	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Total Sp Ed FTEs	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Total Sp Ed Weighted FTEs	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Career & Technology FTEs	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Regular Program ADA	253.800	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	253.800
Mainstream ADA	9.400	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	9.400
Gifted & Talented Enrollment	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Compensatory Ed Enrollment	54.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	54.000
Pregnancy-related FTEs	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Bilingual ADA	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Regular Program Participation	253.800	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	253.800
Special Education Participation	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Mainstream Program Participation	10.340	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	10.340
Career & Technology Program Participation	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Gifted & Talented Program Participation	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Compensatory Education Program Participation	10.800	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	10.800
Pregnancy-related Program Participation	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Bilingual Education Participation	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Total Program Participation	274.940	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	274.940
Total Weighted ADA	291.519	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	291.519
Funding Data:										
Weighted Adjustment Factor										
Method 1 Revenue per ADA										
Method 2 Revenue per WADA										
Method 1 Revenue per ADA	\$1,044,387	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$1,044,387
Method 2 Revenue per Weighted ADA	\$1,120,890	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$1,120,890
Total Estimated State Aid Entitlement (larger method)	\$1,120,890	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$1,120,890
Funding Breakdown by Program:										
Regular Program Participation	1,034,705	0	0	0	0	0	0	0	0	1,034,705
Special Education Participation	0	0	0	0	0	0	0	0	0	0
Mainstream Program Participation	42,155	0	0	0	0	0	0	0	0	42,155
Career & Technology Participation	0	0	0	0	0	0	0	0	0	0
Gifted & Talented Participation	0	0	0	0	0	0	0	0	0	0
Regular Compensatory Ed Participation	44,030	0	0	0	0	0	0	0	0	44,030
Pregnancy Services Program Participation	0	0	0	0	0	0	0	0	0	0
Bilingual Education Program Participation	0	0	0	0	0	0	0	0	0	0
Total	1,120,890	0	0	0	0	0	0	0	0	1,120,890
Technology Allotment (\$30 per ADA)	7,614	0	0	0	0	0	0	0	0	7,614

00164

Charter School ZOE LEARNING CENTER
For the Fiscal Year Ending August 31, 2002 - Year 1

Charter School Budget Categories

	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Net Assets at Beginning of Year		0	0	\$0
Estimated Revenues:				
Local Sources	5700	5000	1500	\$6,500
State Sources	5800	1128504		\$1,128,504
Federal Sources	5900		115000	\$115,000
Other Sources				\$0
Total Estimated Revenues		\$1,133,504	\$116,500	\$1,250,004
Estimated Expenses:				
Payroll Costs	6100	720339	26988	\$747,327
Professional and Contracted Service:	6200	267500	45000	\$312,500
Supplies and Materials	6300	75350	44512	\$119,862
Other Operating Costs	6400	13700	0	\$13,700
Debt Expense	6500	0	0	\$0
Total Estimated Expenses		\$1,076,889	\$116,500	\$1,193,389
Gains	7950			\$0
Losses	8950			\$0
Change in Net Assets		\$56,615	\$0	\$56,615
Net Assets at End of Year		\$56,615	\$0	\$56,615

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Instruction	11				
Payroll Costs		6100	572957		\$572,957
Professional and Contracted Services		6200	30000		\$30,000
Supplies and Materials		6300	35000	40000	\$75,000
Other Operating Costs		6400	6500		\$6,500
Debt Expense		6500			\$0
Total Instruction			\$644,457	\$40,000	\$684,457
Instructional Resources and Media Services	12				
Payroll Costs		6100			\$0
Professional and Contracted Services		6200			\$0
Supplies and Materials		6300	2500		\$2,500
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Instructional Resources and Media Services			\$2,500	\$0	\$2,500
Curriculum Development and Instructional Staff Development	13				
Payroll Costs		6100			\$0
Professional and Contracted Services		6200	5000		\$5,000
Supplies and Materials		6300	1500		\$1,500
Other Operating Costs		6400	3000		\$3,000
Debt Expense		6500			\$0
Total Curriculum and Instructional Staff Development			\$9,500	\$0	\$9,500

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Instructional Leadership:	21				
Payroll Costs		6100			\$0
Professional and Contracted Services		6200	2500		\$2,500
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Interest		6500			\$0
Total Instructional Leadership			\$2,500	\$0	\$2,500
School Leadership:	23				
Payroll Costs		6100	89483		\$89,483
Professional and Contracted Services		6200	3600		\$3,600
Supplies and Materials		6300	6000		\$6,000
Other Operating Costs		6400	1200		\$1,200
Debt Interest		6500			\$0
Total School Leadership			\$100,283	\$0	\$100,283
Guidance, Counseling and Evaluation Services	31				
Payroll Costs		6100			\$0
Professional and Contracted Services		6200	4500		\$4,500
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Interest		6500			\$0
Total Guidance, Counseling and Evaluation Services			\$4,500	\$0	\$4,500

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Social Work Services:	32				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Social Work Services			\$0	\$0	\$0
Health Services:	33				
Payroll Costs		6100	16568		\$16,568
Professional and Contracted Service:		6200	1500		\$1,500
Supplies and Materials		6300	350		\$350
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Health Services			\$18,418	\$0	\$18,418
Student Transportation	34				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200	72500		\$72,500
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Student Transportation			\$72,500	\$0	\$72,500

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Food Services:	35				
Payroll Costs		6100		26988	\$26,988
Professional and Contracted Services:		6200		45000	\$45,000
Supplies and Materials		6300		4512	\$4,512
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Food Services			\$0	\$76,500	\$76,500
Cocurricular/Extracurricular Activities:	36				
Payroll Costs		6100			\$0
Professional and Contracted Services:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Cocurricular/Extracurricular Activities:			\$0	\$0	\$0
General Administration:	41				
Payroll Costs		6100	23739		\$23,739
Professional and Contracted Services:		6200	47000		\$47,000
Supplies and Materials		6300	10000		\$10,000
Other Operating Costs		6400	2500		\$2,500
Debt Expense		6500			\$0
Total General Administration			\$83,239	\$0	\$83,239

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Plant Maintenance and Operations:	51				
Payroll Costs		6100	17592		\$17,592
Professional and Contracted Services:		6200	90000		\$90,000
Supplies and Materials		6300	12500		\$12,500
Other Operating Costs		6400	500		\$500
Debt Expense		6500			\$0
Total Plant Maintenance and Operations			\$120,592	\$0	\$120,592
Security and Monitoring Services:	52				
Payroll Costs		6100			\$0
Professional and Contracted Services:		6200	2400		\$2,400
Supplies and Materials		6300	4500		\$4,500
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Security and Monitoring Services:			\$6,900	\$0	\$6,900
Data Processing Services:	53				
Payroll Costs		6100			\$0
Professional and Contracted Services:		6200	8500		\$8,500
Supplies and Materials		6300	1500		\$18,500
Other Operating Costs		6400			\$750
Debt Expense		6500			\$0
Total Data Processing Services			\$10,000	\$0	\$27,750

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Community Services:	61				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Community Services			\$0	\$0	\$0
Fund Raising:	81				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300	1500		\$1,500
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Fund Raising			\$1,500	\$0	\$1,500

STAFFING TABLE AND COMPUTATION OF PAYROLL COST
2002-2003

School Name **ZOE LEARNING ACADEMY**

Grade Levels **PK - 5**

Enrollment Projection **300**

Insurance Contribution per year **\$ 1,200.00** **1%**

Positions	Days Assigned	No. OF Staff	Staffing Ratio	Average Salary	Total Salary	Medicare Matching	Insurance Contrib.	Workers Comp. Ins	State Unemploy.	Total Payroll Cost
Teachers	188	15	20.00	34,000	510,000	7,395	18,000	5,100		540,495
Sub Teachers										16,215
Teacher Aides	188	5	60.00	16,000	80,000	1,160	6,000	800		87,960
										628,455
Principal	230	1		65,000	65,000	943	1,200	650		67,793
Asst. Principal	210	1		47,000						
Principal Clerical	210	1		27,500	27,500	399	1,200	275		29,374
										97,166
Nurse	188									
Nurse Aide	188	1		16,000	16,000	232	1,200	160		17,592
										17,592
Counselor	210									
Gen. Administration	240									
Clerical	240	1		23,000	23,000	334	1,200	230		24,764
										24,764
Maintenance	240	1		17,000	17,000	247	1,200	170		18,617
										18,617
Security	200									
Cafeteria	185	2		12,500	25,000	363	2,400	250		28,013
										28,013
Totals		28	10.71		763,500	11,071	32,400	7,635	-	814,606

**ZOE LEARNING CENTER
PROJECTED BUDGET
2002-2003**

**PROJECTION OF STATE FOUNDATION REVENUE
ZOE LEARNING ACADEMY
2002-2003**

Total Number of Students Enrolled	300	0	0	0	0	0	0	0	0	300
Percent Attendance	0.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.94
Special Education Data: (add on value)										
Number Enrolled in Homebound	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Hospital Class	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Speech Therapy	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Resource Room	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Self-contained Mild	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Self-contained Severe	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Off-home Campus	0	0	0	0	0	0	0	0	0	0
Number Enrolled in VAC	0	0	0	0	0	0	0	0	0	0
Number Enrolled from State Schools	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Hospital Care & Treatment	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Mainstream	12	2	0	0	0	0	0	0	0	14
Career & Technology Data:										
Number Enrolled in One-hour Class	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Two-hour Class	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Three-hour Class	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Four-hour Class	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Five-hour Class	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Six-hour Class	0	0	0	0	0	0	0	0	0	0
Gifted & Talented Enrollment										
Compensatory Education Enrollment	60	0	0	0	0	0	0	0	0	60
Number of Pregnancy-related Students	0	0	0	0	0	0	0	0	0	0
Bilingual Enrollment	0	0	0	0	0	0	0	0	0	0

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Refined ADA	282.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	282.000
Special Education FTEs:										
Homebound	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Hospital Class	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Speech Therapy	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Resource Room	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Self-contained Mild	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Self-contained Severe	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Off-home Campus	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
VAC	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
State School Students	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Hospital Care & Treatment	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Total Sp Ed FTEs	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Total Sp Ed Weighted FTEs	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Career & Technology FTEs	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Regular Program ADA	282.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	282.000
Mainstream ADA	11.280	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	11.280
Gifted & Talented Enrollment	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Compensatory Ed Enrollment	60.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	60.000
Pregnancy-related FTEs	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Bilingual ADA	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Regular Program Participation	282.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	282.000
Special Education Participation	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Mainstream Program Participation	12.408	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	12.408
Career & Technology Program Participation	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Gifted & Talented Program Participation	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Compensatory Education Program Participation	12.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	12.000
Pregnancy-related Program Participation	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Bilingual Education Participation	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Total Program Participation	306.408	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	306.408
Total Weighted ADA	324.884	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	324.884
Funding Data:										
Weighted Adjustment Factor										
Method 1 Revenue per ADA										
Method 2 Revenue per WADA										
Method 1 Revenue per ADA	\$1,160,430	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$1,160,430
Method 2 Revenue per Weighted ADA	\$1,249,181	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$1,249,181
Total Estimated State Aid Entitlement (larger method)	\$1,249,181	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$1,249,181
Funding Breakdown by Program:										
Regular Program Participation	1,149,673	0	0	0	0	0	0	0	0	1,149,673
Special Education Participation	0	0	0	0	0	0	0	0	0	0
Mainstream Program Participation	50,586	0	0	0	0	0	0	0	0	50,586
Career & Technology Participation	0	0	0	0	0	0	0	0	0	0
Gifted & Talented Participation	0	0	0	0	0	0	0	0	0	0
Regular Compensatory Ed Participation	48,922	0	0	0	0	0	0	0	0	48,922
Pregnancy Services Program Participation	0	0	0	0	0	0	0	0	0	0
Bilingual Education Program Participation	0	0	0	0	0	0	0	0	0	0
Total	1,249,181	0	0	0	0	0	0	0	0	1,249,181
Technology Allotment (\$30 per ADA)	8,460	0	0	0	0	0	0	0	0	8,460

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Charter School Budget Categories

	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Net Assets at Beginning of Year	3600	\$56,615	\$0	\$56,615
Estimated Revenues:				
Local Sources	5700	5500	1500	\$7,000
State Sources	5800	1257641	0	\$1,257,641
Federal Sources	5900		129000	\$129,000
Other Sources				\$0
Total Estimated Revenues		\$1,263,141	\$130,500	\$1,393,641
Estimated Expenses:				
Payroll Costs	6100	786594	28013	\$814,607
Professional and Contracted Service:	6200	307400	60500	\$367,900
Supplies and Materials	6300	88400	41650	\$130,050
Other Operating Costs	6400	16400	0	\$16,400
Debt Expense	6500	0	0	\$0
Total Estimated Expenses		\$1,198,794	\$130,163	\$1,328,957
Gains	7950			\$0
Losses	8950			\$0
Change in Net Assets		\$64,347	\$337	\$64,684
Net Assets at End of Year		\$120,962	\$337	\$121,299

00175

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Instruction	11				
Payroll Costs		6100	628455		\$628,455
Professional and Contracted Service:		6200	40000	5500	\$45,500
Supplies and Materials		6300	42500	40000	\$82,500
Other Operating Costs		6400	7250		\$7,250
Debt Expense		6500			\$0
Total Instruction			\$718,205	\$45,500	\$763,705
Instructional Resources and Media Services	12				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300	3500		\$3,500
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Instructional Resources and Media Services			\$3,500	\$0	\$3,500
Curriculum Development and Instructional Staff Development	13				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200	8000		\$8,000
Supplies and Materials		6300	3000		\$3,000
Other Operating Costs		6400	3500		\$3,500
Debt Expense		6500			\$0
Total Curriculum and Instructional Staff Development			\$14,500	\$0	\$14,500

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Instructional Leadership:	21				
Payroll Costs		6100			\$0
Professional and Contracted Services		6200	2500		\$2,500
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Interest		6500			\$0
Total Instructional Leadership			\$2,500	\$0	\$2,500
School Leadership:	23				
Payroll Costs		6100	97166		\$97,166
Professional and Contracted Services		6200	4000		\$4,000
Supplies and Materials		6300	8000		\$8,000
Other Operating Costs		6400	1500		\$1,500
Debt Interest		6500			\$0
Total School Leadership			\$110,666	\$0	\$110,666
Guidance, Counseling and Evaluation Services	31				
Payroll Costs		6100			\$0
Professional and Contracted Services		6200	5000		\$5,000
Supplies and Materials		6300	0		\$0
Other Operating Costs		6400	0		\$0
Debt Interest		6500			\$0
Total Guidance, Counseling and Evaluation Services			\$5,000	\$0	\$5,000

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Social Work Services:	32				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Social Work Services			\$0	\$0	\$0
Health Services:	33				
Payroll Costs		6100	17592		\$17,592
Professional and Contracted Service:		6200	2000		\$2,000
Supplies and Materials		6300	400		\$400
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Health Services			\$19,992	\$0	\$19,992
Student Transportation	34				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200	80000		\$80,000
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Student Transportation			\$80,000	\$0	\$80,000

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Food Services:	35				
Payroll Costs		6100		28013	\$28,013
Professional and Contracted Service:		6200		55000	\$55,000
Supplies and Materials		6300		1650	\$1,650
Other Operating Costs		6400		0	\$0
Debt Expense		6500			\$0
Total Food Services			\$0	\$84,663	\$84,663
Cocurricular/Extracurricular Activities:	36				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Cocurricular/Extracurricular Activities:			\$0	\$0	\$0
General Administration:	41				
Payroll Costs		6100	24764		\$24,764
Professional and Contracted Service:		6200	55000		\$55,000
Supplies and Materials		6300	12500		\$12,500
Other Operating Costs		6400	3500		\$3,500
Debt Expense		6500			\$0
Total General Administration			\$95,764	\$0	\$95,764

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Plant Maintenance and Operations:	51				
Payroll Costs		6100	18617		\$18,617
Professional and Contracted Service:		6200	100000		\$100,000
Supplies and Materials		6300	13500		\$13,500
Other Operating Costs		6400	650		\$650
Debt Expense		6500			\$0
Total Plant Maintenance and Operations			\$132,767	\$0	\$132,767
Security and Monitoring Services:	52				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200	2400		\$2,400
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Security and Monitoring Services:			\$2,400	\$0	\$2,400
Data Processing Services:	53				
Payroll Costs		6100	0		\$0
Professional and Contracted Service:		6200	8500		\$8,500
Supplies and Materials		6300	2000		\$2,000
Other Operating Costs		6400	0		\$0
Debt Expense		6500			\$0
Total Data Processing Services			\$10,500	\$0	\$10,500

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Community Services:	61				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Community Services			\$0	\$0	\$0
Fund Raising:	81				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300	3000		\$3,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Fund Raising			\$6,000	\$0	\$6,000

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STAFFING TABLE AND COMPUTATION OF PAYROLL COST

2003-2004

School Name **ZOE LEARNING ACADEMY**

Grade Levels **PK - 5**

Enrollment Projection **320**

Insurance Contribution per year **\$ 1,200.00** **1%**

Positions	Days	No. OF	Staffing	Average	Total	Medicare	\$ 1,200.00	1%	State	Total
	Assigned	Staff	Ratio	Salary	Salary	Matching	Insurance Contrib.	Workers Comp. Ins	Unemploy.	Payroll Cost
Teachers	188	16	20.00	35,000	560,000	8,120	19,200	5,600		592,920
Sub Teachers										17,788
Teacher Aides	188	5	64.00	17,000	85,000	1,233	6,000	850		93,083
										686,003
Principal	230	1		70,000	70,000	1,015	1,200	700		72,915
Asst. Principal	210	1		50,000						
Principal Clerical	210	1		30,000	30,000	435	1,200	300		31,935
										104,850
Nurse	188									
Nurse Aide	188	1		17,500	17,500	254	1,200	175		19,129
										19,129
Counselor	210									
Gen. Administration	240									
Clerical	240	1		25,000	25,000	363	1,200	250		26,813
										26,813
Maintenance	240	1		18,000	18,000	261	1,200	180		19,641
										19,641
Security	200									
Cafeteria	185	2		13,000	26,000	377	2,400	260		29,037
										29,037
Totals		29	11.03		831,500	12,057	33,600	8,315	-	885,472

**ZOE LEARNING CENTER
PROJECTED BUDGET
2003-2004**

**PROJECTION OF STATE FOUNDATION REVENUE
ZOE LEARNING ACADEMY
2003-2004**

Total Number of Students Enrolled	320	0	0	0	0	0	0	0	0	320
Percent Attendance	0.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.94
Special Education Data: (add on value)										
Number Enrolled in Homebound	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Hospital Class	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Speech Therapy	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Resource Room	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Self-contained Mild	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Self-contained Severe	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Off-home Campus	0	0	0	0	0	0	0	0	0	0
Number Enrolled in VAC	0	0	0	0	0	0	0	0	0	0
Number Enrolled from State Schools	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Hospital Care & Treatment	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Mainstream	14	2	0	0	0	0	0	0	0	16
Career & Technology Data:										
Number Enrolled in One-hour Class	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Two-hour Class	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Three-hour Class	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Four-hour Class	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Five-hour Class	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Six-hour Class	0	0	0	0	0	0	0	0	0	0
Gifted & Talented Enrollment										
Compensatory Education Enrollment	64	0	0	0	0	0	0	0	0	64
Number of Pregnancy-related Students	0	0	0	0	0	0	0	0	0	0
Bilingual Enrollment	0	0	0	0	0	0	0	0	0	0

2016-2017 FUNDING TABLE

Refined ADA	300,800	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	300,800
Special Education FTEs:										
Homebound	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Hospital Class	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Speech Therapy	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Resource Room	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Self-contained Mild	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Self-contained Severe	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Off-home Campus	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
VAC	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
State School Students	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Hospital Care & Treatment	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Total Sp Ed FTEs	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Total Sp Ed Weighted FTEs	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Career & Technology FTEs	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Regular Program ADA	300,800	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	300,800
Mainstream ADA	13,160	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	13,160
Gifted & Talented Enrollment	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Compensatory Ed Enrollment	64,000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	64,000
Pregnancy-related FTEs	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Bilingual ADA	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Regular Program Participation	300,800	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	300,800
Special Education Participation	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Mainstream Program Participation	14,476	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	14,476
Career & Technology Program Participation	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Gifted & Talented Program Participation	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Compensatory Education Program Participation	12,800	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	12,800
Pregnancy-related Program Participation	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Bilingual Education Participation	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Total Program Participation	328,076	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	328,076
Total Weighted ADA	347,859	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	347,859
Funding Data:										
Weighted Adjustment Factor	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Method 1 Revenue per ADA	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Method 2 Revenue per WADA	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Method 1 Revenue per ADA	\$ 1,237,792	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,237,792
Method 2 Revenue per Weighted ADA	\$ 1,337,518	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,337,518
Total Estimated State Aid Entitlement (larger method)	\$ 1,337,518	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,337,518
Funding Breakdown by Program:										
Regular Program Participation	1,226,318	0	0	0	0	0	0	0	0	1,226,318
Special Education Participation	0	0	0	0	0	0	0	0	0	0
Mainstream Program Participation	59,017	0	0	0	0	0	0	0	0	59,017
Career & Technology Participation	0	0	0	0	0	0	0	0	0	0
Gifted & Talented Participation	0	0	0	0	0	0	0	0	0	0
Regular Compensatory Ed Participation	52,184	0	0	0	0	0	0	0	0	52,184
Pregnancy Services Program Participation	0	0	0	0	0	0	0	0	0	0
Bilingual Education Program Participation	0	0	0	0	0	0	0	0	0	0
Total	1,337,518	0	0	0	0	0	0	0	0	1,337,518
Technology Allotment (\$30 per ADA)	9,024	0	0	0	0	0	0	0	0	9,024

00184

Charter School Budget Categories

	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Net Assets at Beginning of Year	3600	\$120,962	\$337	\$121,299
Estimated Revenues:				
Local Sources	5700	5500	2000	\$7,500
State Sources	5800	1346542	0	\$1,346,542
Federal Sources	5900		129500	\$129,500
Other Sources				\$0
Total Estimated Revenues		\$1,352,042	\$131,500	\$1,483,542
Estimated Expenses:				
Payroll Costs	6100	856436	29037	\$885,473
Professional and Contracted Service:	6200	335900	60500	\$396,400
Supplies and Materials	6300	92450	41650	\$134,100
Other Operating Costs	6400	16650	0	\$16,650
Debt Expense	6500	0	0	\$0
Total Estimated Expenses		\$1,301,436	\$131,187	\$1,432,623
Gains	7950			\$0
Losses	8950			\$0
Change in Net Assets		\$50,606	\$313	\$50,919
Net Assets at End of Year		\$171,568	\$650	\$172,218

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Instruction	11				
Payroll Costs		6100	686003		\$686,003
Professional and Contracted Service:		6200	45000	5500	\$50,500
Supplies and Materials		6300	43500	40000	\$83,500
Other Operating Costs		6400	7500		\$7,500
Debt Expense		6500			\$0
Total Instruction			\$782,003	\$45,500	\$827,503
Instructional Resources and Media Services	12				
Payroll Costs		6100	0		\$0
Professional and Contracted Service:		6200	0		\$0
Supplies and Materials		6300	3500		\$3,500
Other Operating Costs		6400	0		\$0
Debt Expense		6500			\$0
Total Instructional Resources and Media Services			\$3,500	\$0	\$3,500
Curriculum Development and Instructional Staff Development	13				
Payroll Costs		6100	0		\$0
Professional and Contracted Service:		6200	9000		\$9,000
Supplies and Materials		6300	3000		\$3,000
Other Operating Costs		6400	3500		\$3,500
Debt Expense		6500			\$0
Total Curriculum and Instructional Staff Development			\$15,500	\$0	\$15,500

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Instructional Leadership:	21				
Payroll Costs		6100	0		\$0
Professional and Contracted Service:		6200	2500		\$2,500
Supplies and Materials		6300	0		\$0
Other Operating Costs		6400	0		\$0
Debt Interest		6500			\$0
Total Instructional Leadership			\$2,500	\$0	\$2,500
School Leadership:	23				
Payroll Costs		6100	104850		\$104,850
Professional and Contracted Service:		6200	4250		\$4,250
Supplies and Materials		6300	8000		\$8,000
Other Operating Costs		6400	1500		\$1,500
Debt Interest		6500			\$0
Total School Leadership			\$118,600	\$0	\$118,600
Guidance, Counseling and Evaluation Services	31				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200	5000		\$5,000
Supplies and Materials		6300	0		\$0
Other Operating Costs		6400	0		\$0
Debt Interest		6500			\$0
Total Guidance, Counseling and Evaluation Services			\$5,000	\$0	\$5,000

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Social Work Services:	32				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200	0		\$0
Supplies and Materials		6300	0		\$0
Other Operating Costs		6400	0		\$0
Debt Expense		6500			\$0
Total Social Work Services			\$0	\$0	\$0
Health Services:	33				
Payroll Costs		6100	19129		\$19,129
Professional and Contracted Service:		6200	2250		\$2,250
Supplies and Materials		6300	450		\$450
Other Operating Costs		6400	0		\$0
Debt Expense		6500			\$0
Total Health Services			\$21,829	\$0	\$21,829
Student Transportation	34				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200	85000		\$85,000
Supplies and Materials		6300	0		\$0
Other Operating Costs		6400	0		\$0
Debt Expense		6500			\$0
Total Student Transportation			\$85,000	\$0	\$85,000

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Food Services:	35				
Payroll Costs		6100		29037	\$29,037
Professional and Contracted Service:		6200		55000	\$55,000
Supplies and Materials		6300		1650	\$1,650
Other Operating Costs		6400		0	\$0
Debt Expense		6500			\$0
Total Food Services			\$0	\$85,687	\$85,687
Cocurricular/Extracurricular Activities:	36				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Cocurricular/Extracurricular Activities:			\$0	\$0	\$0
General Administration:	41				
Payroll Costs		6100	26813		\$26,813
Professional and Contracted Service:		6200	60000		\$60,000
Supplies and Materials		6300	13000		\$13,000
Other Operating Costs		6400	3500		\$3,500
Debt Expense		6500			\$0
Total General Administration			\$103,313	\$0	\$103,313

00189

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Plant Maintenance and Operations:					
	51				
Payroll Costs		6100	19641		\$19,641
Professional and Contracted Services:		6200	112000		\$112,000
Supplies and Materials		6300	14000		\$14,000
Other Operating Costs		6400	650		\$650
Debt Expense		6500			\$0
Total Plant Maintenance and Operations			\$146,291	\$0	\$146,291
Security and Monitoring Services:					
	52				
Payroll Costs		6100			\$0
Professional and Contracted Services:		6200	2400		\$2,400
Supplies and Materials		6300	0		\$0
Other Operating Costs		6400	0		\$0
Debt Expense		6500			\$0
Total Security and Monitoring Services:			\$2,400	\$0	\$2,400
Data Processing Services:					
	53				
Payroll Costs		6100			\$0
Professional and Contracted Services:		6200	8500		\$8,500
Supplies and Materials		6300	3500		\$3,500
Other Operating Costs		6400	0		\$0
Debt Expense		6500			\$0
Total Data Processing Services			\$12,000	\$0	\$12,000

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Community Services:	61				
Payroll Costs		6100	0		\$0
Professional and Contracted Service:		6200	0		\$0
Supplies and Materials		6300	0		\$0
Other Operating Costs		6400	0		\$0
Debt Expense		6500			\$0
Total Community Services			\$0	\$0	\$0
Fund Raising:	81				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200	0		\$0
Supplies and Materials		6300	3500		\$3,500
Other Operating Costs		6400	0		\$0
Debt Expense		6500			\$0
Total Fund Raising			\$3,500	\$0	\$3,500

Attachment #13

00192

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

Name of Charter School ZOE LEARNING CENTER

Contact Person r.s. Rose II

Telephone 713-748-4228

Rounded to Even Dollars

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Beg Balance	\$62,799	\$39,572	\$32,995	\$39,668	\$55,191	\$66,214	\$73,237	\$77,659	\$84,082	\$90,754	\$96,426	\$96,996
Cash Inflows												
Local Sources	3000	2,000	250	250	250	250	250	250	250	250	250	250
State Sources	112213	112,213	112,213	112,213	112,213	112,213	112,213	112,212	112,213	112,212	112,212	112,210
Federal Sources	5000	19,000	19,000	19,000	14,000	9,000	9,000	9,000	9,000	9,000	9,000	8,500
Loans												
Total Receipts	120213	133213	131463	131463	126463	121463	121462	121463	121462	121462	120960	112455
Cash Outgoes												
Payroll	73790	\$73,790	\$73,790	\$73,790	\$73,790	\$73,790	\$73,790	\$73,790	\$73,790	\$73,790	\$73,790	\$73,783
Services Professional Services	25000	25000	25000	21150	21150	21150	22500	22500	23000	23000	22500	21950
Rent	6000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
Utilities	1,250	1,250	1,250	1,250	1,250	1,250	1,500	1,500	1,750	1,750	1,750	1,750
Other Services	2750	2750	2750	2750	2750	2750	2750	2750	2750	2750	2750	2750
Supplies	18000	15000	15000	10000	9000	8000	9000	7000	6000	7000	12100	18,000
Travel & Other Operating	1650	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Principal and Interest for Loans and Other Financing Obligations												
Purchase of Equipment, Furniture, Buildings, Land and Other Capital Outlay	15000	15000										10000
Total Cash Outgoes	143440	139790	124790	115940	115440	\$114,440	\$117,040	\$115,040	\$114,790	\$115,790	\$120,390	\$135,733
Excess (Deficiency) Cash Inflows to Cash Outgoes for the Month	-23227	-6577	6673	15523	11023	7023	4422	6423	6672	5672	570	-23278
Ending Balance	\$39,572	\$32,995	\$39,668	\$55,191	\$66,214	\$73,237	\$77,659	\$84,082	\$90,754	\$96,426	\$96,996	\$73,718

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

Name of Charter School ZOE LEARNING CENTER

Contact Person r.s. Rose II

Telephone 713-748-4228

Rounded to Even Dollars

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Beg Balance	\$25,115	\$884	\$13,653	\$31,322	\$40,091	\$56,860	\$62,029	\$66,998	\$71,767	\$77,037	\$82,308	\$75,579
Cash Inflows												
Local Sources	3000	2,000										
State Sources	104803	104,803	104,803	104,803	104,803	104,803	104,803	104,803	104,804	104,805	104,805	104,803
Federal Sources	8000	23,000	23,000	15,000	20,000	8,000	8,000	8,000	8,000	8,000	0	
Loans	\$											
Total Receipts	\$115,803	\$129,803	\$127,803	\$119,803	\$124,803	\$112,803	\$112,803	\$112,803	\$112,804	\$112,805	\$104,805	\$104,803
Cash Outgoes												
Payroll	67884	\$67,884	\$67,884	\$67,884	\$67,884	\$67,884	\$67,884	\$67,884	\$67,884	\$67,884	\$67,884	\$67,883
Services Professional												
Services	21150	\$21,150	\$21,150	\$21,150	\$21,150	\$21,150	\$21,150	\$21,150	\$21,150	\$21,150	\$21,150	\$21,150
Rent	6000	\$6,000	\$6,100	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
Utilities	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Other Services	2500	2500	2500	2500	2500	2500	2500	2500	2500	2500	2500	2,500
Supplies	16000	16000	10000	10000	8000	8000	8000	8000	8000	8000	8000	12000
Travel & Other Operating	500	2,500	1,500	2,500	1,500	1,100	1,300	1,500	1,000	1,000	1,000	1,000
Principal and Interest for Loans and Other Financing Obligations	\$											
Purchase of Equipment, Furniture, Buildings, Land and Other Capital Outlay	25000											
Total Cash Outgoes	140034	117034	110134	111034	108034	107634	107834	108034	107534	107534	111534	117583
Excess (Deficiency) Cash Inflows to Cash Outgoes for the Month	(\$24,231)	\$12,769	\$17,669	\$8,769	\$16,769	\$5,169	\$4,969	\$4,769	\$5,270	\$5,271	(\$6,729)	(\$12,760)
Ending Balance	\$884	\$13,653	\$31,322	\$40,091	\$56,860	\$62,029	\$66,998	\$71,767	\$77,037	\$82,308	\$75,579	\$62,799

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

Name of Charter School ZOE LEARNING CENTER
 Contact Person r.s. Rose II
 Telephone 713-748-4228

Rounded to Even Dollars

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Beg Balance	0	\$50,616	\$53,924	\$59,232	\$60,040	\$53,848	\$48,656	\$43,464	\$38,272	\$33,080	\$35,388	\$39,969
Cash Inflows												
Local Sources	2,500	2,000	500									
State Sources	173,616	86,808	86,808	86,808	86,808	86,808	86,808	86,808	86,808	86,808	86,808	86,808
Start Up grant	4,000	16,000	12,000	8,000								
Federal Sources		7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500
Loans	\$											
Total Receipts	\$180,116	112,308	\$106,808	\$102,308	\$94,308	\$94,308	\$94,308	\$94,308	\$94,308	\$94,308	\$94,308	\$86,808
Cash Outgoes												
Payroll	63,000	63,000	63,000	63,000	63,000	63,000	63,000	63,000	63,000	63,000	63,000	58,662
Services Professional												
Services	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	11,500	16,500
Rent	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Utilities	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Other Services	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Supplies	12,500	12,000	10,000	10,000	9,000	8,000	8,000	8,000	8,000	8,000	8,000	9,362
Travel & Other Operating	1,500	1,500	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,700
Principal and Interest for Loans and Other Financing Obligations	\$											
Purchase of Equipment, Furniture, Buildings, Land and Other Capital Outlay	25,000	5,000										
Total Cash Outgoes	129,500	109,000	101,500	101,500	100,500	99,500	99,500	99,500	99,500	92,000	89,727	101,662
Excess (Deficiency) Cash Inflows to Cash Outgoes for the Month	50,616	3,308	5,308	808	(6,192)	(5,192)	(5,192)	(5,192)	(5,192)	2,308	4,581	(14,854)
Ending Balance	\$50,616	\$53,924	\$59,232	\$60,040	\$53,848	\$48,656	\$43,464	\$38,272	\$33,080	\$35,388	\$39,969	\$25,115

Attachment #14

Sample Monthly Financial Status Report

Date of Report: _____

Preparer: _____

Fund	Object Code	Revenue	Expense	Budget	% Over Budget
199	6100				
	6200				
	6300				
	6400				
289	6100				
	6200				
	6300				
240	6100				
	6200				
	6300				
	6400				
211	6100				
	6200				
	6300				
	6400				
411	6100				
	6200				
	6300				
	6400				

Attachment #15

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Attachment #16



Houston Independent School District

HISD 2000-01 School Calendar

SCHOOL START/END DATES

- New teacher inservice:
August 10
- Teachers report for duty:
August 11
- ~~First day of school for students:
August 15~~
- ~~Last day of school for students:
May 31 (Total number of days of
instruction for students—180)~~
- Last day of school for teachers:
June 1 (Total number of work
days for teachers—187)

DESIGNATED MAKE-UP DAYS

- January 2, April 16, May 28

STUDENT HOLIDAYS

- Labor Day September 4
- Fall Holiday October 9
- Thanksgiving Nov. 22–24
- Winter Holidays (Students) Dec.
18–Jan. 1
- Martin Luther King Day January
15
- Spring Break March 12–16
- Spring Holiday April 13 and 16
- HISD Staff—review your
Schedule of Duty for holidays.

REPORT CARDS TO PARENTS

- * Nine Weeks: † Six Weeks:
- October 26 October 5
- January 11 November 16
- March 28 January 11
- May 31 March 1

AUGUST - 2000

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 - 2000

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 - 2000

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 - 2000

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 - 2000

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 - 2001

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 - 2001

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	

MARCH - 2001

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 27
- June 11

TAAS TESTING DATES

- Holidays**
- Professional development days**
- Teacher service days**
Schools of Excellence: One service day—Nov. 1 or 2 attendees to be determined
- Teacher preparation days**
Students do not attend school on holidays, professional development, teacher service, and teacher preparation days.

APRIL - 2001

S	M	T	W	T	F	S
1	2	3	4	5	6	7
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MAY - 2001

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JUNE - 2001

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JULY - 2001

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TAAS TESTING DATES

- **October 24–26**—TAAS Writing, Math, Reading, TEAMS Math, ELA (retesters in grades 11 and 12 and eligible retained students in grade 10)
- **December End-of-Course (two weeks prior to end of semester)**—Algebra I, Biology, English II, U.S. History (eligible students completing these courses)
- **February 20**—TAAS Exit-Level Writing: Writing Grades 4, 4S, and 8
- **February 21 and 22**—TAAS Math, Reading, TEAMS Math, ELA (grade 10 retesting students in grades 11 and 12 and out-of-school students)
- **March 28**—Reading Proficiency Tests in English
- **April 24 and 25**—TAAS Grades 3–8 Math and Reading including Spanish TAAS in Grades 3–6; Math Alternative
- **April 26 and 27**—TAAS grade 8 Social Studies, Science
- **May 1–3**—TAAS Exit-Level Writing, Math, Reading (the May 1–3 exit-level administration is provided for graduating seniors and out-of-school students.)
- **Spring End-of-Course (two weeks prior to end of semester)**—Algebra I, Biology, English II, U.S. History (eligible students completing these courses)
- **July 10–12**—Exit TAAS Writing, Math, Reading
- **July 11 and 12**—TEAMS Math, ELA
- **Summer End-of-Course (testing window two weeks prior to end of semester)**—Algebra I, Biology, English II, U.S. History (eligible students completing these courses)

Attachment #17

Bank of America



Bank of America Texas, N.A.
Collins Banking Center
#7834-TX
925 North Collins Street
Arlington, TX 76011-6023

August 16, 2000

Texas Education Agency
Re: Dr. Richard Rose and Zoe Learning Academy

To Whom it May Concern:

Dr. Rose's Organization has been a Bank of America customer for approximately one year. During this time we have expanded the banking relationship tremendously to include an array of banking products. Please accept this reference letter regarding our client who is in excellent standing with Bank of America. It is with the utmost confidence that I write this letter, if you have any question please give me a call at (972) 261-1013.

Robert L. Etheridge II
Assistant Vice President
Banking Center Manager

Sincerely,

A handwritten signature in cursive script that reads "Robert L. Etheridge II".

Bank of America Corporation subsidiary banks are members FDIC.

00210

NATIONAL NETWORK CHAPTERS

Family Recovery Center
 "For the Homeless Mentally Ill"
 4718 Caroline Street
 Houston, Texas 77004
 PH. (713) 520-9247

Job Referral & Youth Education
 4101 San Jacinto #206
 Houston, Texas 77004
 PH. (713) 523 4904

City Wide Crisis Calls
 PH. (713) 523-1649

Food Distribution Center
 PH. (713) 728-2363

District Task Force
 2800 South Loop West,
 Suite 475R
 Houston, Texas 77054
 PH. (713) 682 0151

Emergency Services
 Bellaire, Texas
 PH. (713) 665 2233

Galveston County Chapter
 Galveston, Texas
 PH. (409) 740 6905

Austin Chapter
 Austin, Texas
 PH. (512) 452-8545

Washington Chapter
 Washington, D.C.
 PH. (202) 785-7363

San Antonio Chapter (Bexar County)
 San Antonio, Texas
 PH. (512) 222-8316

Dallas Chapter (Dallas County)
 Dallas, Texas
 PH. (214) 821-3208

Los Angeles Chapter
 Los Angeles, California
 PH. (213) 748-2804

Memphis Chapter
 Memphis, Tennessee
 PH. (901) 526-3211

Kansas Chapter
 Kansas City, Kansas
 PH. (913) 432-1313

Atlanta Chapter
 Atlanta, Georgia
 PH. (404) 584-0057

New Orleans Chapter
 New Orleans, Louisiana
 PH. (504) 406 8125

New York Chapter
 New York, New York
 PH. (212) 421-0477

Chicago Chapter
 Chicago, Illinois
 PH. (312) 372-1299

Detroit Chapter
 Detroit, Michigan
 PH. (313) 965-8337

Beaumont Chapter
 Beaumont, Texas
 PH. (409) 835-5801

El Paso Chapter
 El Paso, Texas

Fort Worth (Tarrant County)
 Fort Worth, Texas
 PH. (817) 540-0286

Lubbock Chapter
 Lubbock, Texas
 PH. (806) 765-3944

Victoria Chapter
 Victoria, Texas
 PH. (512) 578-2065

Oklahoma Chapter
 Oklahoma City, Oklahoma
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August 15, 2000

To Whom It May Concern:

This comes to confirm how excited and pleased we are to have Dr. Richard S. Rose and the Zoe Learning Academy coming to the Community. Dr. Rose has always had a concern for young people and we are certain that his efforts through the Zoe Learning Academy will enhance many young lives academically, socially and ultimately professionally.

Dr. Rose is a community activist and serves faithfully each year during the City Wide Club's Annual Thanksgiving and Christmas Eve Big Feasts, which as held at the George R. Brown Convention Center on Thanksgiving Day and Christmas Eve. Each year thousands are served not only hot meals, but are helped with clothing, furniture, food baskets, educational opportunities, medical screenings, housing information, household items, legal counseling, toys for the kids and much, much more.

Again, congratulations to Dr. Rose and the Zoe Learning Academy. We are certain that they will be an asset to the community.

Sincerely,

Edward Weems
Edward Weems

**General Council - City Wide Club
 Manager, JB Hunt Trucking Company**

State Office Fax: (512) 452-8929 • National Fax: (202) 785-1062 • International Fax: (800)882-5803

National Network Lines

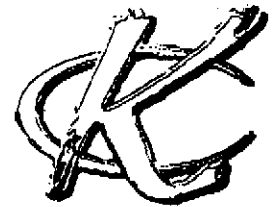
Job Placement/Education & Scholarship Training
 Toll Free 1-800-872-9616

Inform & Referral/Disaster Relief
 Toll Free-1-800-636-4116

Crisis Lines for Abused Women & Children/Drug Abuse
 Suicide & Runaway Hotline
 Toll Free 1-800-962-5314

**Shelter/Food/Housing/
 Parole/Mental/Medical Assistance**
 Toll Free 1-800-448-9937

00211

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Houston, Texas 77084

Ph: 281.463.3301 Fx: 281.463.8104

Toll Free: 1.877.KIRKSEY

24 Hours: 281.349.0376

e-mail: [REDACTED]

August 17, 2000

c/o Texas Education Agency

To whom it may concern:

I support the ZOE Learning Academy (Charter School), founded by Dr. R. S. Rose and the staff at The Life Church. The ZOE Learning Academy will indeed be an institution that will challenge the minds of our young people and prepare them for this e-commerce world in which we live. The ZOE Learning Academy will not only educate our children, but it will instill inside them principles for their ultimate success in the 21st century job market.

Pastor Rose and his staff at The Life Church share the concern of those who care about the children in Southeast Houston; and as a result, this school will be a beacon in the Southeast Houston community.

Sincerely,

Christopher P. Kirksey
President

212

SCHOOL BUSINESS OFFICE
2189 FM 1960 W.
SUITE 219
HOUSTON, TEXAS 77090

Bill W. Outlaw
Jerry D Keeble

August 16, 2000

Zoe Learning Academy
6701 Cullen Blvd
Houston, Texas 77021

Dear Dr. Richard S Rose

It was a pleasure working with you in the planning stages for Zoe Learning Academy. It appears that your proposed charter school can be a viable operation. It was encouraging to see your commitment to the educational process of boys and girls.

As we discussed, the services of School Business Office will be assumed by Region IV Educational Service Center during the 2000-2001 school year. Mr. Jerry Keeble and I will be assisting them to assume the accounting services that are being provided by School Business Office. In addition to accounting services, it is our hope that services in other business areas will be offered also and that the charter schools in the Houston Area can work together cooperatively in the area of purchasing, insurance and food service.

Please keep in touch with us as your planning turns into actual operation. We will be glad to help you along the way.

Sincerely,



Bill W. Outlaw
President

Attachment #18



Saint Agnes Baptist Church

Dr. Gene A. Moore, Sr., Pastor

3730 South Acres Drive • Houston, Texas 77047 • (713) 733-0146 • Fax (713) 733-1770

August 16, 2000

Texas Education Agency

To Whom It May Concern:

St. Agnes Baptist Church/March of Faith Ministries fully supports Dr. Richard S. Rose and the Zoe Learning Academy. We believe that this charter school will be a great asset to our community. Dr. Rose and the school possess the quality that will create a challenge in the development of our students. He has demonstrated a spirit of excellence in all the projects that I have observed his participation in.



Again, we heartily support the Zoe Learning Academy. Any additional information, please contact my Personal Assistant, Barbara Bullard, at 713-733-0146, extension 108.

Sincerely,

Pastor Gene A. Moore

/hjb




P. O. Box 270302
Houston, Texas 77277-0302 

August 16, 2000

To Whom It May Concern:

It is with great anticipation that we take this time to support and congratulate Dr. Rose and the ZOE Learning Academy.

We feel that this endeavor will be a great asset to this community and its surroundings.

Sincerely,



Margo Shelton
Tax Advisor



Christian Rescue Mission Church

3230 Hadley Avenue • P.O. Box 88001 • Houston, Texas 77288-8001
(713) 659-7750 ♦ Toll Free (800) 369-0959 ♦ Fax (713) 641-5356

"Where we are Launching in the Word, in Witness and in Worship"

August 16, 2000

Dr. R. S. Rose
Zoe Learning Academy

Congratulations! We are certainly excited to know that Dr. R. S. Rose and the Zoe Learning Academy are coming to the community. This will certainly be a great asset for the community through the Academy's educational offerings.

Dr. Rose is a long time friend and supporter of this Ministry and we commend and applaud his much needed service to the community and especially the opportunities that will be made available through the Zoe Learning Academy.

Dr. Rose, we wish you much success as the Zoe Learning Academy makes a difference through academic excellence.

Yours in service,

Pastor Leroy J. Woodard, Jr.
Senior Pastor
(713) 659-7750 / 1-800-369-0959

SAMPLE CONTRACT FOR CHARTER
(Actual contract may differ)

This contract is executed the _____ day of _____ 2000 between the Texas State Board of Education (the "Board") and _____ (name of sponsoring entity) ("Charterholder") for an open-enrollment charter to operate a Texas public school.

General

1. **Definitions.** As used in this contract:
 "Charter" means the open-enrollment charter, as provided by Subchapter D, Chapter 12, Texas Education Code (TEC), granted by this contract.

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

 "Charter school" means the open-enrollment charter school. Charterholder agrees to operate as provided in this contract. The charter school is a Texas public school.

 "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 #701-98-016; (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.
5. **Term of Charter.** The charter shall be in effect from _____, 2000 through _____, 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. The commissioner of education ("the commissioner") may revise the charter on a provisional basis during an interim between Board meetings; however, such action shall expire unless ratified by the Board at its next regular meeting. Nothing in this paragraph limits the authority of the Board or the commissioner to act in accordance with other provisions of this contract.

Students

8. Open Enrollment. Admission and enrollment of students shall be open to any person who resides within the geographic boundaries stated in the charter and who is eligible for admission based on lawful criteria identified in the charter. Total enrollment shall not exceed 300 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.

Financial Management

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 120th day after the end of the fiscal year for which the audit was made. The audit must comply with Generally Accepted Auditing Standards and must include an audit of the accuracy of the fiscal information provided by the charter school through PEIMS. Financial statements in the audit must comply with Government Auditing Standards and the Office of Management and Budget Circular 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. 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 #701-97-028; (b) applicable law; and (c) all commitments and representations made in Charterholder's application and any supporting documents (to the extent such commitments and representations are consistent with the terms of this contract).
- 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, or 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 _____ day of _____, 2000.

Texas State Board of Education
By Chase Untermeyer, Chairman

Charterholder Zoe Learning Academy
By [Signature]
Chairperson, Governing Board of
Charterholder (sponsoring entity)

Chief Operating Officer Charterholder (sponsoring entity)

SAMPLE CONTRACT FOR CHARTER
(Actual contract may differ)

This contract is executed the _____ day of _____ 2000 between the Texas State Board of Education (the "Board") and _____ (name of sponsoring entity) ("Charterholder") for an open-enrollment charter to operate a Texas public school.

General

1. Definitions. As used in this contract:

"Charter" means the open-enrollment charter, as provided by Subchapter D, Chapter 12, Texas Education Code (TEC), granted by this contract.

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

"Charter school" means the open-enrollment charter school. Charterholder agrees to operate as provided in this contract. The charter school is a Texas public school.

"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 #701-98-016; (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.
5. Term of Charter. The charter shall be in effect from _____, 2000 through _____, 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

SAMPLE CONTRACT FOR CHARTER
 (Actual contract may differ)

This contract is executed the _____ day of _____, 2000 between the Texas State Board of Education (the "Board") and _____ (name of sponsoring entity) ("Charterholder") for an open-enrollment charter to operate a Texas public school.

General

1. **Definitions.** As used in this contract:
 - "Charter" means the open-enrollment charter, as provided by Subchapter D, Chapter 12, Texas Education Code (TEC), granted by this contract.
 - "Charterholder" means the sponsoring entity identified in the charter application.
 - "Charter school" means the open-enrollment charter school. Charterholder agrees to operate as provided in this contract. The charter school is a Texas public school.
 - "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 #701-98-016; (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.
5. **Term of Charter.** The charter shall be in effect from _____, 2000 through _____, 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. The commissioner of education ("the commissioner") may revise the charter on a provisional basis during an interim between Board meetings; however, such action shall expire unless ratified by the Board at its next regular meeting. Nothing in this paragraph limits the authority of the Board or the commissioner to act in accordance with other provisions of this contract.

Students

8. Open Enrollment. Admission and enrollment of students shall be open to any person who resides within the geographic boundaries stated in the charter and who is eligible for admission based on lawful criteria identified in the charter. Total enrollment shall not exceed 300 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.

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- (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

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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.

Financial Management

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 120th day after the end of the fiscal year for which the audit was made. The audit must comply with Generally Accepted Auditing Standards and must include an audit of the accuracy of the fiscal information provided by the charter school through PEIMS. Financial statements in the audit must comply with Government Auditing Standards and the Office of Management and Budget Circular 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

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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.

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- 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. 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

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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 #701-97-028; (b) applicable law; and (c) all commitments and representations made in Charterholder's application and any supporting documents (to the extent such commitments and representations are consistent with the terms of this contract).
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 _____ day of _____, 2000.

Texas State Board of Education

By Chase Untermeyer, Chairman

Charterholder Zoe Learning Academy

By R. S. P. C.
Chairperson, Governing Board of
Charterholder (sponsoring entity)

Chief Operating Officer Charterholder (sponsoring entity)

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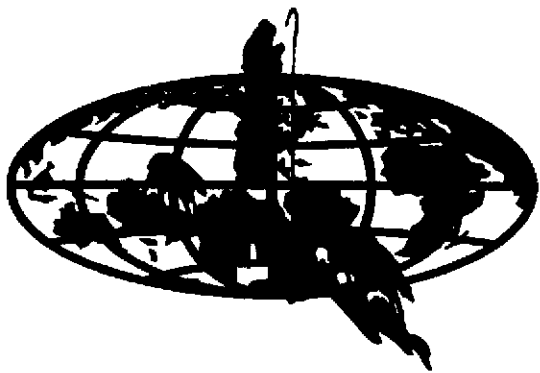
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Charterholder Zoe Learning Academy
By Bill S. Phelan
Chairperson, Governing Board of
Charterholder (sponsoring entity)

Chief Operating Officer Charterholder (sponsoring entity)



Shepherd's Watch International Fellowship

Dr. Gene A. Moore, Sr., Presiding Bishop-Elect

1520 South Loop West

Houston, TX 77054

(713) 795-4800 ✚ Fax (713) 795-4488

August 15, 2000

Dr. Gene A. Moore, Sr.
Founder/Presiding Bishop-Elect

Pastor David M. Roberts
Executive Director

Minister Emma V. Mohead
Administrator

Advisory Board

Pastor Richard S. Rose
Life Tabernacle Church
Houston, Texas

Pastor Bill Hines
New Covenant Christian Church
Houston, Texas

Pastor David M. Roberts
The Pinnacle of Faith Community
Fellowship
Houston, TX

Superintendent Destry Bell
Word of Faith COGIC
Houston, Texas

Pastor Brent Nordan
Saginaw Family Church
Saginaw, Texas

Pastor Leroy Woodard, Jr.
Christian Rescue Mission Church
Houston, Texas

Coordinating Committee

Elder Stephanie Roland, Chair
Elder Joe Schumack
Elder Alice Murray
Elder Barbara Sias
Minister Eunice Warfield
Minister Terry Saulsberry
Minister Leslie Davis

Gene A. Moore
Ministries, Inc.

Texas Educational Agency (TEA)
Austin, TX

Subject: Zoe Learning Center
Dr. R. S. Rose, II

To Whom It May Concern:

We greet you with great enthusiasm in reference to Dr. R. S. Rose, II and the Zoe Learning Center. They are a tremendous blessing to our community and the city of Houston as a whole. We are certain that they will be an even greater asset as a part of the Chartered School System.

We highly and enthusiastically recommend Dr. Rose and the Zoe Learning Center to you. They are noted for operating in excellence and integrity. We completely believe in them. Dr. Rose and the Zoe Learning Center have our full support in all of their efforts due to their notable enterprise and accomplishments.

Respectfully,

Pastor David Maurice Roberts
Executive Director
Shepherd's Watch International Fellowship

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THE UNIVERSITY OF TEXAS
MD ANDERSON
CANCER CENTER

August 15, 2000

*Tawana Rogers Dargin
Patient Services Coordinator
Nellie B. Connally Breast Center*

To Whom It My Concern:

This letter is to pledge my support to Dr. R. S. Rose and the New Charter School. I feel the school will be an asset to the community. The Charter School will be beneficial to the other learning institutions as well. It will help to eliminate over crowding in other schools located in the surrounding areas, whereas setting an environment for the students to learn and gain knowledge for their futures.

Sincerely,



*Tawana Rogers Dargin
Patient Services Coordinator*

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AMENDMENTS TO NON-SCORED SECTION

 *** TX REPORT ***

TRANSMISSION OK

TX/RX NO 3425
 CONNECTION TEL 917137487833
 SUBADDRESS
 CONNECTION ID
 ST. TIME 09/05 14:25
 USAGE T 00'53
 PGS. 2
 RESULT OK

Review Worksheets for Generation 6 Applications

Pr. chg
9/4

Staff person completing review S. Barnes

Charter school The 20E Learning - Fax number (713) 748-7833

Date FAXED 9/5/00 To Whom Richard Rose

The following items need to be added and/or revised before your Generation 6 application can be sent for external review.

- 1) Cover sheet states members of same family will not serve on the board. Funding board members include neither Dad nor (Rose + Rose). Please correct.
- 2) Attachment 5 is missing
- 3) Provide synopsis of public hearing
- 4) Cover page states maximum enrollment of 300; chart on page 6 states 350. Please clarify.
- 5) Cover page states PreK-6, page 16 chart includes K-6. Clarify
- 6) Cover page states 150 1st year enrollment; Page 16 chart states 270 for 1st year. Clarify
- 7) Provide job description for financial director
- 8) Correct page 21 that states certified teachers will

Review Worksheets for Generation 6 Applications

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- 7) Provide job description for financial director
- 8) Correct page 21 that states certified teachers will be sought for Special Ed + Bilingual. These are required.
- 9) Provide source for Startup budget
- 10) Provide copy of business procedures handbook.
- 11) Clarify relationship between 21A School Calendar and the copy of Houston ISD calendar provided.

PLEASE FAX ALL REVISION TO 512-463-9732 NO LATER THAN SEPTEMBER 12TH

Attach these pages as a cover sheet.

- 12) Provide hours of operation. (p 40 of proposal)
- 13) Provide mail receipts for mailing impact statements to ISOs listed on p 42.
- 14) Clarify reference to TRS choice for all staff p 19.

Rec'd
9/4

Review Worksheets for Generation 6 Applications

Staff person completing review S. Barnes

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- 10) Provide copy business procedures Handbook.
- 11) Clarify relationship between TEA School Calendar and the copy of Houston ISD calendar provided.

PLEASE FAX ALL REVISION TO 512-463-9732 NO LATER THAN SEPTEMBER 12th

Attach these pages as a coversheet.

FAXING - 20 pages

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ZOE p 2

- 12) Provide hours of operation. (p 40 of proposal)
- 13) Provide mail receipts for mailing impact statements to ISDs listed on p 42.
- 14) Clarify reference to TRS choice for all staff p 19.

Dr. Richard Rose

The Zoe Learning Academy

Generation 6 Addendum
Requested by Susan Barnes, Charter School Division
Texas Education Agency

- 1) *Coversheet regarding members of the same family.*

Coversheet has been corrected and attached.

- 2) *Attachment 5*

Attachment 5 has been attached.

- 3) *Synopsis of public hearing*

A public hearing was held on August 13, 2000 (date) at 6701 Cullen Blvd. Houston Texas 77021 (location) and was attended by approximately 120 community members, parents, students and local business leaders. The mission and vision of the school was reviewed and input was requested regarding the goals and objectives of the proposed school. The meeting was well received by the community and participants added valuable information. The location of the school and the potential student population was discussed and found to be an asset to the community.

- 4) *Coversheet correction regarding enrollment*

Coversheet has been corrected and attached.

- 5) *Coversheet correction regarding grade levels*

Coversheet has been corrected and attached..

- 6) *Coversheet correction reconciling to the chart on page 16*

Coversheet has been corrected and attached.

- 7) *Job Description of financial director*

Position Title: Financial Director

General Summary

Processes routine accounting transactions related to payment and receipt of money.
Records transactions into the district's preferred accounting software. Applies

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ZOE Learning Academy

Dr. Richard Rose

principles of accounting to analyze financial information and prepare financial reports: Compiles and analyzes financial information to prepare entries to accounts, such as general ledger accounts, documenting business transactions. Analyzes financial information detailing assets, liabilities, and capital, and prepares balance sheet, profit and loss statement, and other reports to summarize current and projected school financial position. May establish, modify, document, and coordinate implementation of accounting and accounting control procedures with permission from the superintendent. May devise and implement computer-based system for general accounting with the district's approved/purchased software.

Essential Job Functions

- ① Processes and records routine accounting transactions.
- ① Codes transactions according to the Texas Charter School of Chart of Accounts.
- ① Selects correct fund accounts; posts, verifies, and balances debit and credit entries.
- ① Performs arithmetic calculations.
- ① Maintains records through filing, retrieval, retention, storage, compilation, coding, updating, and purging.
- ① Operates computer to enter data into spreadsheet and/or database to create requested reports.
- ① Preparation of a budget based on previous year's actuals to guide the budget process.
- ① Files monthly reports to the superintendent for Board analysis of school's financial status.
- ① Reconciles monthly bank statements.
- ① Oversees budget accounts once award(s) has been granted or contract(s) signed.
- ① Ensures that funds are expended according to sponsoring organization's stipulations.
- ① Complies with required reporting of expenditures to sponsoring organizations.
- ① Prepares documents for external audit.
- ① Confers with appropriate internal and external administrative offices to ensure that required procedures are followed.
- ① Provides instruction and answers questions relating to budget procedures and serves as liaison between finance, administration and the Board.
- ① Responsible for reporting PEIMS actuals in the appropriate format to the PEIMS Coordinator on or before November of the reporting year.
- ① Participates with school administrative staff and consultants to complete expenditure reports and annual evaluations.
- ① Performs all duties as assigned by the superintendent.

Required Reports

Monthly

- TRS -- Deposit and Forms due by 10th of the month following month-end
- Fed -- Deposit due by 10th of the month following month-end

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Dr. Richard Rose

Quarterly -Form 941 due by 15th of the month following quarter-end
Quarterly -Workmen's Compensation due 10th of the month following quarter-end
Annually - W-2 and Form 1099's due by 31st of January following year-end
Fin Strmts -Due before board meeting each month. Usually the 2nd Thursday

Sample Types of Activities Required of the Business Manager:

- ① Payroll including set up of new employees, processing of time records, processing payments to personnel, reporting to TEA and IRS, preparing W-2 and 1099 forms.
- ① Accounting for daily operations, including coding expenditures and deposits in the TEA format, calculations for interest payments and depreciation and coding of entries for each.
- ① Requesting grant funds through WebER and keeping track of grant fund expenditures.
- ① Keeping cash balances of the operating, payroll, investment and food services bank accounts.
- ① Producing monthly financial statements including budget variances.
- ① Reporting to Government agencies.
- ① Maintaining confidential files.
- ① Communicating financial status on a regular basis to the superintendent and CFO.

Scope of Responsibility

- ① Knows the policies, procedures, and practices necessary to conduct the normal function of appropriate state accounting.
- ① Is aware of the role of the position and its potential impact on the school.

Authority

Does not direct the activities of staff or a function.

Communication

Exchanges routine information in an appropriate manner.

Education

B. S. in Business Administration or related degree.

Experience

Experience or Knowledge Required: Minimum of 3 years experience in office practices working with automated financial/accounting systems. Experience in interpreting rules, regulations, policies, and procedures. Extensive knowledge of word processing,

ZOE Learning Academy

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Dr. Richard Rose

spreadsheets, and other computer software, office equipment and accounting procedures. Ability to enter appropriate accounting codes, and prepare and edit concise monthly time reports for internal audit purposes. Prepares statements necessary to correct any deficient reports. Demonstrated ability to deal effectively with the staff.

Certification:

Required: No Requirements

NOTE: This description is a general statement of required major duties and responsibilities performed on a regular and continuous basis. It does not exclude other duties as assigned. basis. It does not exclude other duties as assigned.

8) Correction to page 21

Corrections to page 21 are attached which states:

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

9) Sources for Startup Budget**Start Up Budget**

Facility Customization	\$	25,000 Title X Startup Grant
Secretary/Registrar	\$	6,400 Title X Startup Grant
Telephone	\$	300 Title X Startup Grant
Printing	\$	1,000 Title X Startup Grant
Furniture	\$	12,000 Title X Startup Grant and Local Contributions

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ZOE Learning Academy

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Dr. Richard Rose

10) *Draft copy of business procedures handbook***ACCOUNTING PROCEDURES****1. Preparation of Budget.**

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

2. Records and Reports.

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

3. Budget Meeting; Budget Adoption.

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

4. Filing of Adopted Budget.

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

5. Effect of Adopted Budget; Amendments.

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

6. Accounting System; Report.

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

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ZOE Learning Academy

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Dr. Richard Rose

enable the state board to monitor the funding process and determine educational system costs by Charter School, campus, and program.

7. Annual Audit; Report.

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

8. Financial Reports to Commissioner or Agency; Forms.

All financial reports made by or for the Charter Schools or by their officers, agents, or employees, to the commissioner or to the agency, shall be made on forms prescribed by the agency, subject to review and comment by the state auditor.

PURCHASES; CONTRACTS

Purchasing Contracts.

All Charter School contracts, except contracts for the purchase of produce, vehicle fuel, or professional services valued at \$25,000 or more in the aggregate for each 12-month period shall be made by the method, of the following methods, that provides the best value to the Charter School:

- a) competitive bidding
- b) competitive sealed proposals;
- c) a request for proposals;
- d) a catalogue purchase as provided by Subchapter B, Chapter 2157, Government Code;
- e) an interlocal contract;
- f) a design/build contract;

These rules do not apply to fees received for professional services rendered, including architect's fees, attorney's fees, educational service fees, and fees for fiscal agents.

Notice of the time by when and place where the bids or proposals, or the responses to a request for qualifications, will be received shall be published in the county in which the Charter School's central administrative office is located, once a week for at least two weeks before the deadline for receiving bids, proposals, or responses to a request for qualifications; except that on contracts involving less than \$25,000, the advertising may be limited to two successive issues of any newspaper published in the county in which the Charter School's central administrative office is located, and if there is not a newspaper in that county, the advertising shall be published in a newspaper in the county nearest the county seat of the county in which the Charter School's central administrative office is located.

The Board may at anytime revise the contract amount in such cases that the cost of advertising is causing distress to the educational programs except in the case where Federal law supercedes the power of the Board.

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ZOE Learning Academy

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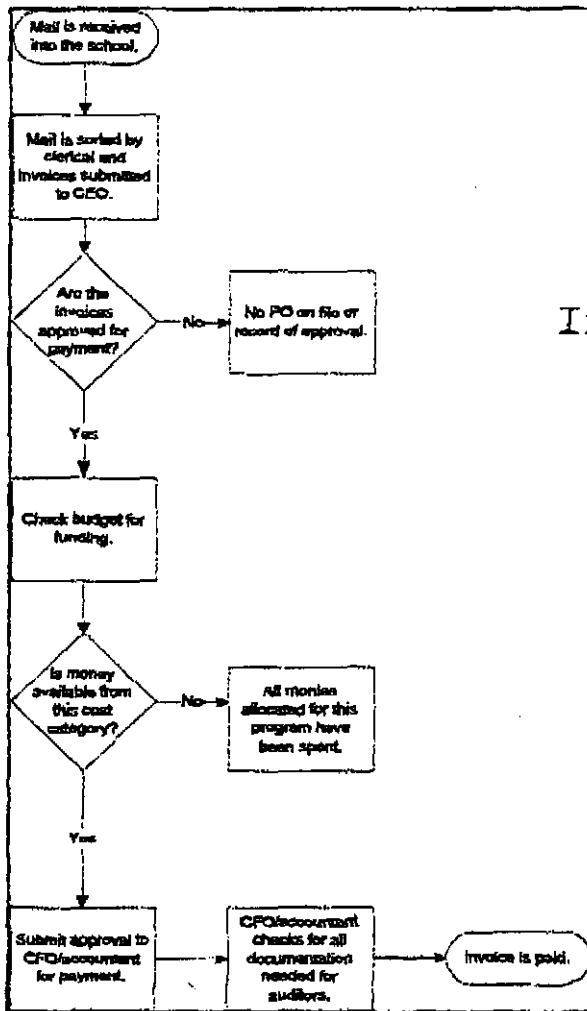
Dr. Richard Rose

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

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

The Charter School will maintain adequate documentation to support detailed financial transactions. The Charter School shall insure that financial management standards are:

- ① accurate, current, and complete disclosure of the financial results of each program;
- ② accounting records which identify the source and use of funds;
- ③ effective control and accountability for all funds, property, and other assets;
- ④ comparison of expenditures with budget amounts for each grant;
- ⑤ source documentation to support accounting records such as canceled checks, paid bills, payrolls, time and attendance records, contract and grant award documents;
- ⑥ procedures to minimize the time elapsing between receipt of funds and disbursement of funds;
- ⑦ procedures for determining reasonableness, allowability, and allocability of costs in accordance with OMB Circular A-122 for non-profit organizations and the Department of Education regulations.

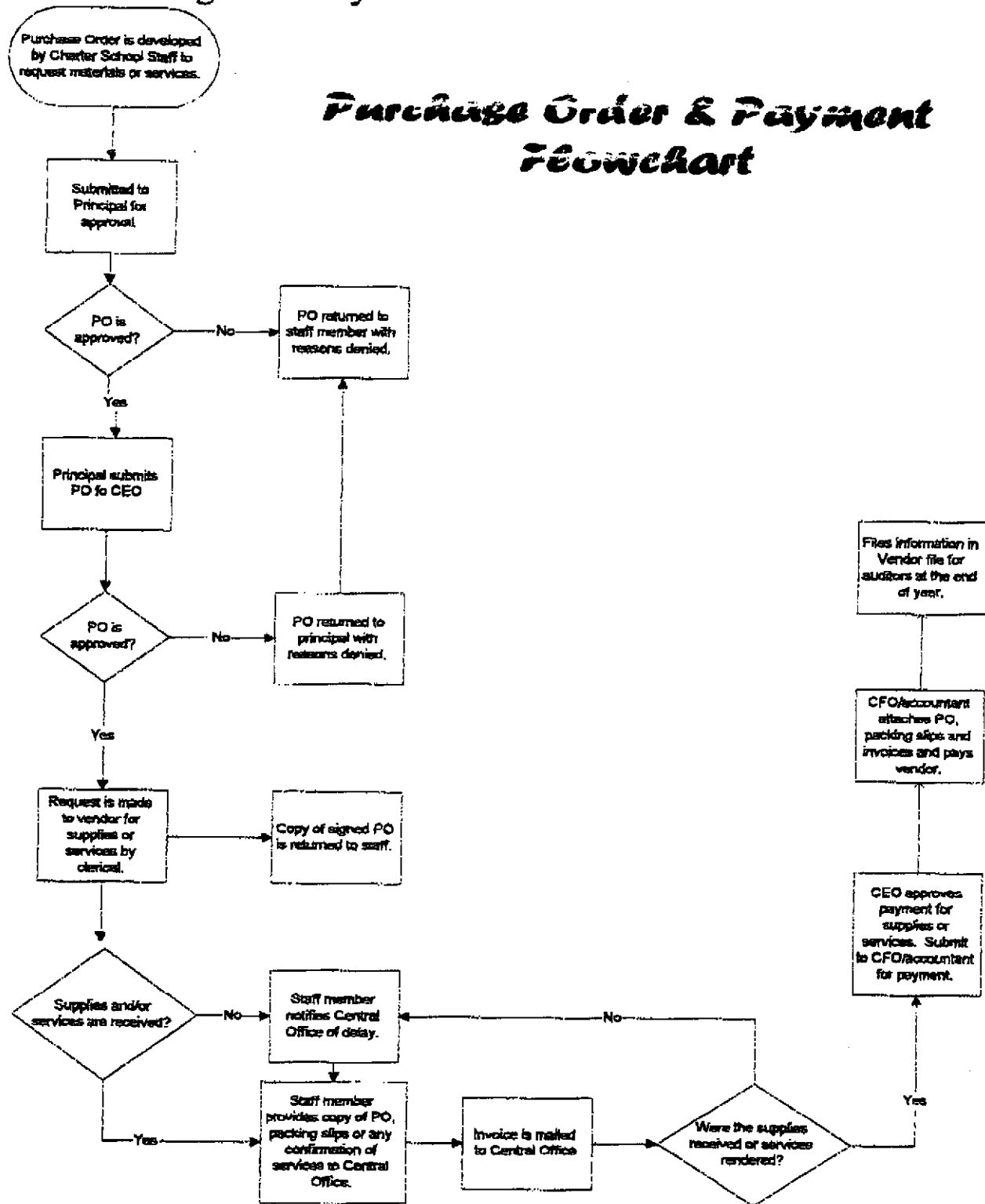


Invoice Cycle of Payment

Dr. Richard Rose

Zoe Learning Academy

Purchase Order & Payment Flowchart



Dr. Richard Rose

11) *Relationship to Houston ISD calendar*

Corrections to page 40 are attached which states:

For copy of the proposed school calendar for school year 2001-2002 at The ZOE Learning Academy, see Attachment #16 titled School Calendar. Zoe Learning Academy will utilize the same school calendar as Houston ISD. The operating hours shall be 8:00 am until 4 pm for educational activities. An after school program may be added during the second year, but will be the responsibility of the sponsoring entity.

12) *Hours of operation*

The operating hours shall be 8:00 am until 4 pm for educational activities. An after school program may be added during the second year, but will be the responsibility of the sponsoring entity.

13) *Mail receipts for statements to ISD's*

Receipts for the schools identified in the application are attached.

14) *Clarification to TRS choice for staff on page 19*

Corrections to page 19 are attached which states:

Policy governing benefits. Educational staff will participate in decision-making processes with respect to insurance and other benefits. All new hire school staff members will participate in the Teacher Retirement System. Retired and/or after school personnel may choose to participate in social security or other systems previously established.

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ZOE Learning Academy

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ATTACHMENT # 5

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Zoe Learning Academy

Financial History:

Please be advised, Zoe Learning Academy is a newly formed corporation and does not have a financial history.

Thanks.

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TEXAS EDUCATION AGENCY

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

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

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

Name of Proposed School: The ZOE Learning Academy
 Maximum Grade Levels to be served: Grades K through 6
 Estimated 1st Year Enrollment: 270 Max Enrollment: 350
Note: Additional sites will be added throughout the five-year charter.

Name of Sponsoring Entity: The ZOE Learning Academy, Inc.
 Check one: X 501(c)(3) nonprofit organization SBOE District: 4
 Governmental Entity _____ College or University _____ Starting Date: 8/2001

Chairperson of Board of Sponsoring Entity: Dr. Richard Rose
 Chief Executive Officer of Sponsoring Entity Dr. Richard Rose
 Chief Executive Officer of School: Dr. Richard Rose

Applicant Mailing Address: 6701 Cullen Boulevard, Houston, Texas 77021
 School address (If different from above): _____
 Contact Phone # (713) 748-4228 Fax # (713) 748-7833
 Email Address: _____

I certify that I have the authority as the Chief Executive Officer of the sponsoring entity designated above to make application for the above-named "75%" Rule charter schools. I further certify all information contained in this application is complete and accurate, realizing that any misrepresentation could result in disqualification from the charter application process or revocation after award. I authorize the agency to investigate the references included in this application.

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

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

Signature of Chief Executive Officer Of Sponsoring Entity/date

[Handwritten Signature]

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

[Handwritten Signature]

Signature of Application Preparer

Proposed School Data

(This page not provided to review committee members)

Projected Student Populations (indicate estimated percentages):

75	Students "at risk of dropping out of school"
20	Students requiring Special Education services
15	Students of Limited English Proficiency
40	Students Economically Disadvantaged Families
60	Minority Students

Will the school require all teachers to be certified? No

Will the school require that all teachers be degreed with at least a bachelor's degree? Yes

Will the school allow an individual to serve as a paid employee of the school as well as member of the governing board? No with the exception of the CEO

Will the school allow members of the same family to serve on the governing board? YES

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

No _____ Been convicted of a felony?

No _____ Been convicted of a misdemeanor?

No _____ Been involved in bankruptcy?

Has the sponsoring entity been involved in

No _____ Litigation

No _____ Sanctions from any state regulatory agency?

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

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

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

policy. Volunteer service by a parent is entirely voluntary and shall not constitute any prerequisite or requirement for a child to enroll or attend the school. Region 4 ESC will conduct criminal background checks for all school volunteers including parent or guardian volunteers.

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

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

Dr. Richard Rose will hold the positions of Chief Executive Officer and Chairman of the Board. With over 20 years of experience in leadership, Dr. Rose has hands-on experience in delivering diagnostically prescribed, learner-centered education to students who are in at-risk situations. for a brief resume outlines Dr. Rose' qualifications and experience in the field of education.

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

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

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

Experience All teaching staff of Pre-Kindergarten through Grade 6 will be experts in early childhood learning and will provide evidence of success with experience in the teaching field. The Chief Financial Officer must have at least five year's experience in the field of accounting or finance and one year in school accounting.

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

Application for Open Enrollment Charter School RFA#791-00-008

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

- ① Students must be eligible for attendance and must meet all requirements for special programs before their attendance may be counted for funding. Complete documentation will be on file to support eligibility.
- ② The proposed charter school will not claim funds for special programs prior to filing all required documentation. Early identification and documentation for all students will be filed as soon as possible.
- ③ Special Education and Bilingual/ESL staff or teachers shall provide attendance personnel with names and coding information of students who are eligible, who are being served, and whose documentation is in order to the PEIMS Coordinator. Attendance personnel will be notified of any change in a student's special program service and the effective date of such change before changes are recorded in the attendance records. Confidentiality will be observed regarding special populations.
- ④ The use of codes provided by the special program staff or teachers, attendance personnel will accurately record appropriate program codes for each student enrolled in special programs. Paper copies summarizing special program participation, by student, will be generated, reviewed, and verified by the special program staff member in charge.
- ⑤ The proposed charter school will retain gradebooks for basic education and special program courses for the full five-year retention period.

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

For copy of the proposed school calendar for school year 2001-2002 at The ZOE Learning Academy, see Attachment #16 titled School Calendar. Zoe Learning Academy will utilize the same school calendar as Houston ISD. The operating hours shall be 8:00 am until 4 pm for educational activities. An after school program may be added during the second year, but will be the responsibility of the sponsoring entity.

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

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

Application for Open Enrollment Charter School/RFA#791-00-008

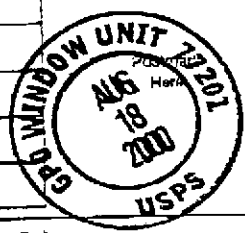
261

00262

CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$ 320
Certified Fee	140
Return Receipt Fee (Endorsement Required)	125
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.85

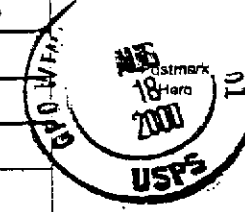


Sent To Chanelview ISD
 Street, Apt. No., or PO Box No. 1403 Sheldon
 City, State, ZIP+4 Chanelview, TX 77530

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$ 320
Certified Fee	140
Return Receipt Fee (Endorsement Required)	125
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.85

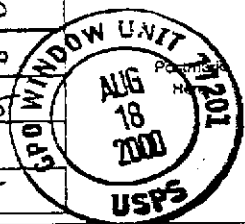


Sent To Pasadena ISD
 Street, Apt. No., or PO Box No. 1515 Cherrybrook
 City, State, ZIP+4 Pasadena, TX 77502

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$ 320
Certified Fee	140
Return Receipt Fee (Endorsement Required)	125
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.85



Sent To Klein ISD
 Street, Apt. No., or PO Box No. 7200 Spring Cypress
 City, State, ZIP+4 Klein, TX 77379

CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.85

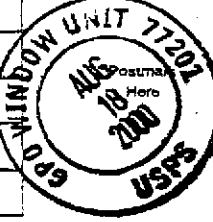


Sent To Galena Park ISD
 Street, Apt. No., or PO Box No. 1601 11th St.
 City, State, ZIP+4 Galena Park, TX 77547

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

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Certified Fee	140
Return Receipt Fee (Endorsement Required)	125
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.85

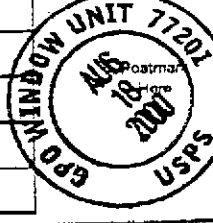


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 City, State, ZIP+4 Bartown, TX 77024

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$ 320
Certified Fee	140
Return Receipt Fee (Endorsement Required)	125
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.85



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 City, State, ZIP+4 Houston, TX 77072

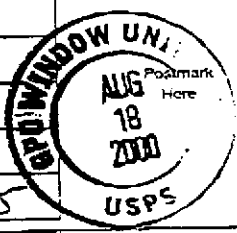
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4069 E2E2 5000 049T 0004
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 4789 E2E2 5000 049T 0004

**U.S. Postal Service
CERTIFIED MAIL RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

7000 1670 0000 5000 0297 0000
7323 6945

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.85



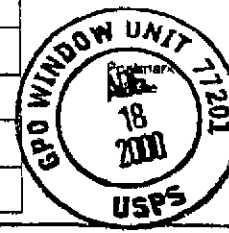
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 Street, Apt. No., or PO Box No. 10721 Mesa Dr
 City, State, ZIP+4 Houston Tx 77078

PS Form 3800, May 2000 See Reverse for Instructions

CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7000 1670 0000 5000 0297 0000
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Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.85



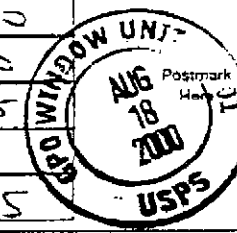
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 Street, Apt. No., or PO Box No. 6301 S. Stadium Ln.
 City, State, ZIP+4 Katy, TX

PS Form 3800, May 2000 See Reverse for Instructions

**U.S. Postal Service
CERTIFIED MAIL RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

7000 1670 0000 5000 0297 0000
7323 6945

Postage	\$ 3.20
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.85



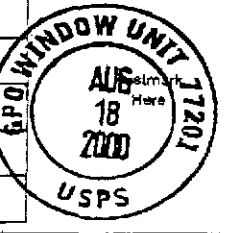
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 Street, Apt. No., or PO Box No. 14910 Aldine Westfield
 City, State, ZIP+4 Houston, Tx 77032

PS Form 3800, May 2000 See Reverse for Instructions

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CERTIFIED MAIL RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

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7323 6945

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.85



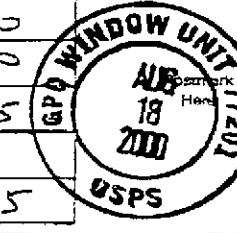
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 Street, Apt. No., or PO Box No. 3830 Richmond Av.
 City, State, ZIP+4 Houston, Tx 77027

PS Form 3800, May 2000 See Reverse for Instructions

**U.S. Postal Service
CERTIFIED MAIL RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

7000 1670 0000 5000 0297 0000
7323 6945

Postage	\$ 3.20
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.85



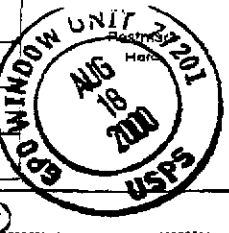
Sent To Spring Branch ISD
 Street, Apt. No., or PO Box No. 955 Campbell Rd.
 City, State, ZIP+4 Houston, Tx 77024

PS Form 3800, May 2000 See Reverse for Instructions

**U.S. Postal Service
CERTIFIED MAIL RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

7000 1670 0000 5000 0297 0000
7323 6945

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.85



Sent To Deer Park ISD
 Street, Apt. No., or PO Box No. 203 Fwy
 City, State, ZIP+4 Deer Park, TX 77505

PS Form 3800, May 2000 See Reverse for Instructions

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

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

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

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

Policy governing benefits. Educational staff will participate in decision-making processes with respect to insurance and other benefits. All new hire school staff members will participate in the Teacher Retirement System. Retired and/or after school personnel may choose to participate in social security or other systems previously established.

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

B. Administrators (Reviewed by Agency)

1. Biographical Affidavit for each administrator of the school.

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

2. Powers and duties

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

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

- B. Building Operating Hours: The building in which the leased premises are located maintains operating hours of (specify hours, days of week, and if inclusive or exclusive of weekends and holidays): TENANT HAS 24 HOURS 7 DAYS A WEEK THE FACILITY
If Landlord is to provide HVAC services to the leased premises under this lease, Landlord is obligated to provide the HVAC services only during the specified building operating hours.

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises to be used for:
- (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) _____
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- A. Tenant may not post or paint any signs at, on, or about the leased premises or Property without Landlord's written consent. Landlord may remove any unauthorized sign, and Tenant will promptly reimburse Landlord for any expense related to the removal of any unauthorized sign. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- B. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs that were placed on the Property or leased premises by or at the request of Tenant. Any signs that Landlord does not require Tenant to remove and that are fixtures become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours with Tenant's permission or to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 45 days of this lease, Landlord may place a "For Lease" or similarly worded sign in the leased premises.

- 13. MOVE-IN CONDITION:** Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, normal wear and tear excepted. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants. Before this lease ends, Tenant will will not provide Landlord with a report, by an environmental engineer or assessor acceptable to Landlord, dated not earlier than 20 days before the date this lease ends that indicates that no hazardous material or other environmental hazard is on or affects the leased premises.

Master

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NOTE

Contains responses for
clarification

ZOE LEARNIG ACEDEMY, INC.**BYLAWS**

These Bylaws govern the affairs of the Zoe Learning Academy, Inc, a non-profit organization in the State of Texas.

**ARTICLE I
NAME**

Section 1. The organization shall be known as, Zoe Learning Academy, Inc as a non- profit organization, organized in August 2000. The mailing address for this Corporation shall be 6701 Cullen Blvd, Houston, Texas 77021.

Section 2. The Corporation's principal office in Texas will be located at 6701 Cullen Blvd., Houston, Texas 77021 in Harris County. The Corporation may have such other offices, in Texas or elsewhere, as the Board of Directors or Board of Trustees (whichever is), or Committees may determine. The Board may change the location of any office of the Corporation.

REGISTERED OFFICE AND REGISTERED AGENT

Section 3. The Corporation will maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Corporation's principal office in Texas. The Board may change the registered office and the registered agent as permitted in the Texas Non-Profit Act.

**ARTICLE II
PURPOSE**

Section 1. The purpose of the purpose of Zoe Learning Academy, Inc. is to be committed to educate young children with educational skills and to equip them with the skills and training that will allow them to achieve and to be able to encourage, enlighten, empower and mentoring to young at-risk young children between the ages of 5 to 12 years of age of the Harris County communities. Encouraging them to: maintain Christian standards, strive for higher levels of scholastic achievement in education, develop a sense of community and a diversity of cultural awareness, serve as a positive role model for younger generations and perform successfully in all aspects of educational with enthusiasm. Commitment and responsibility. The Zoe Learning Academy, Inc. will fully participate with the Harris County School Boards; and with other local and government entities for those at-risk young boys and girls of the community.

Section 2. The Zoe Learning Academy, Inc. is not organized, nor shall it be operated for pecuniary gain, or profit, and it does not contemplate the distribution of gains, profits, or dividends to the members thereof and is organized exclusively and solely for non-profit religious, charitable, educational, scientific purposes under the Code of the Internal Revenue section 501 (c)(3) of 1986. Contributions of which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended (or corresponding section of any future United States Revenue Law).

ARTICLE III

MEMBERSHIP

Section 1. This organization shall not place a number of members that it will not exceed at any given time.

Section 2. The chartered members are active and having voting power. All parent '(s), guardian (s) interested chartered schools, community businesspersons or previous mentors' parent (s), guardian (s) are eligible to volunteer.

Section 3. All interested volunteers must submit a Letter of Interest to the Zoe Learning Academy, Inc. the first year of participation. Three-fourths of the members must be present with a quorum vote of two-thirds for prospective volunteer approval.

Section 4. Enrollment is open to the general public for young children girls and boys between the ages of 5 to 12 years of age whom are considered to be at-risk youth or young person (s) regardless of their race or religious beliefs. Interested candidates may apply for enrollment. The enrollment must approve by two-thirds quorum vote with three-fourths of the members present.

Section 5. New students will be assessed an initial enrollment or tuition fee. However there will be no one refused enrollment into the Zoe Learning Academy, Inc. based on their unavailability to pay various fees for trips or other functions of the Zoe Learning Academy, Inc,

Section 6. Students maybe dismissed from the organization because of acts/activities that may be damaging to the organization. Three-fourths of the corporation's governing board must be present with a vote of two-thirds quorum.

Section 7. The Corporation shall fill a vacancy in the office of Chief Executive Officer. All other vacancies shall be filled by appointment by the Chief Executive Officer.

Section 8. Any youth or young person may obtain sponsorship from outside the community for various fundraisers, trips, conferences or other activities at any time if they are unable to afford to pay these fees.

Section 9. All policies and procedures shall be presented at the time of enrollment.

Section 10. All fees or tuition's shall include a non-refundable enrollment fee as well as all fees imposed will benefit the students and include their books and other related fees.

ARTICLE IV

OFFICERS AND ELECTION

Section 1. The officers of this organization shall be the Chief Executive Officer, Recording Secretary, Correspondence Secretary, Treasurer, and a Parliamentarian.

Section 2. The election of officers shall be held within 90 days of the presentation and newly elected officers with the exception of the Chief Executive Officer shall remain in affect indefinite and for the duration of Zoe Learning Academy, Inc. shall be. All other offices except that of the Chief Executive Officer shall be elected for a period of two (2) years.

Section 3. Nominations from the floor will be accepted providing the nominee consents to the candidacy.

ARTICLE V

MEETINGS

Section 1. Regular scheduled meetings shall be held at least twice a month.

Section 2. A quorum shall constitute two-thirds of the members present and must include two of the officers and the chairman or president and co-chairman or vice-president.

Section 3. Special meetings of the organization may be called at the discretion of the Chief Executive officer shall be called by the request of three members. The call for the meeting shall state the business to be transacted, and no business shall be transacted except that stated
In the call.

ARTICLE VI

DUTIES OF THE OFFICERS

Section 1. It shall be the duty of the Chief Executive Officer to preside at all meetings and perform all other duties appertaining to the office Chief Executive Officer. Or he/she shall appoint all special committees authorized by the organization. He/she shall be an ex-officio (silent) member of all committees except the Nominating Committee.

Section 2. It shall be the duty of the Chief Executive Officer to preside in the absence of the Chief Executive Officer, and to perform such duties as may be assigned from time to time. He/she will keep a correct list of all members of the organization, provide the Recording Secretary and Correspondence Secretary with the same.

Section 3. The Recording Secretary shall take all minutes of each meeting and distribute prior to the next meeting, keep a list of the members attending each meeting, apprise (inform) all committees of their appointments, and keep all official documents.

Section 4. The Correspondence Secretary shall conduct all the correspondence of the organization and issue all invitations at the request of the Chief Executive Officer.

Section 5. The Treasurer shall be custodian of the funds of the organization. All checks are to be co-signed by the Chief Executive Officer. He/she shall keep all vouchers for all disbursements, together with correct records of it. A detailed written report shall be presented at each meeting. He/she shall furnish to

the Committee as required by the organization's policies. Upon expiration of his/her term of office, he/she shall deliver all Monies and properties of his/her office to his/her successor. If for any reason the organization becomes inactive. The Treasurer shall deliver the balance of the organization treasury funds to the proper authorities for distribution to an organization exclusively for non-profit, religious, scientific, educational, charitable purposes as required by the section 501 (c)(3) Code of the Internal Revenue Code of 1986.

Section 6. The Chief Executive Officer and the Treasurer shall be authorized to discharge any financial obligation incurred by the organization in carrying out a project approved by its governing board.

Section 7. An Auditing Committee of three members shall be appointed by the Chief Executive Officer to examine the books and vouchers of the Treasurer within 60 days after the receipt thereof. They shall present a written report at the last regular meeting of the Year and sign the account books of the organization.

Section 8. The Parliamentarian shall be custodian in maintaining order at all meetings utilizing the Robert's Rule of Order.

Section 9. The Advisor acts as a liaison between the organization and the mentors to inform them of the rules and guidelines, events/activities in preparing for the various mentors activities and counseling.

Section 10. The Historian shall keep an account of all activities and event.

ARTICLE VII

STANDING COMMITTEES

Section 1. The committee will be formed as needed by the members and the attendees.

ARTICLE VIII

DISSOLUTION

" Upon the dissolution of the corporation, the Board of Directors or Board of Trustees shall, after paying or making provisions for the payment of all the liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purpose of the corporation in such a manner, or to such organization or organizations organized and operated exclusively for charitable, educational,

religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or corresponding provision of any future United States Internal Revenue Law), as the Board of Directors or Board of Trustees shall determine. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court determine, which are organized and operated exclusively for such purposes".

ARTICLE XI

AMENDMENTS

These Bylaws may be altered, amended, or the Board of Directors or Board of Trustees may adopt repealed and new bylaws. The notice of any meeting at which these Bylaws are altered, amended, or repealed, or at which new bylaws are adopted will include the text of the proposed bylaw provisions as well as the text of any existing provisions proposed to be altered, amended, or repealed. Alternatively, the notice may include a fair summary of those provisions.

MISCELLANEOUS PROVISIONS

Legal Authorities Governing Construction of Bylaws

These Bylaws will construed under the Texas Non-Profit Act. All references in these Bylaws to statutes, regulations, or other sources of legal authority will refer to the authorities cited, or their successors, as they may be amended from time to time.

To the greatest extent possible, these Bylaws shall construed to confirm to all legal requirements and all requirements for obtaining and maintaining all tax exemptions that may be available to nonprofit corporations. If any bylaw provision is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any provision, and the bylaws will be construed as if they had not included the invalid, illegal, or unenforceable provisions.

Section 1. New amendments shall be presented at the beginning of the Year for discussion. The amendments shall be voted on at the next organizations meeting. A majority of two-thirds is necessary to pass an amendment.

Section 2. The Corporation reserves the rights to amend, alter, change or repeal any provisions contained in these bylaws of the corporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon the members herein are granted subject to this reservation.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting secretary of Zoe Learning Academy, Inc. and that these Bylaws constitute the Corporation's Bylaws. These Bylaws were duly adopted at a meeting of the Board of Directors or Board of Trustees held on 15th day of August 2000.


Secretary

REJ-CH



The State of Texas

Secretary of State

AUG. 15, 2000

SONDRA BURTON SYKES
4919 BEECHHAVEN DRIVE
HOUSTON TX 77053-3706

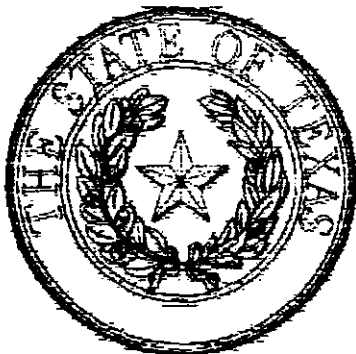
RE:
ZOE LEARNING ACADEMY, INC.

CHARTER NUMBER 01594576-01

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

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

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



VERY TRULY YOURS,

A handwritten signature in black ink, appearing to read "Elton Bomer".

Elton Bomer, Secretary of State



The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION
OF

ZOE LEARNING ACADEMY, INC.
CHARTER NUMBER 01594576

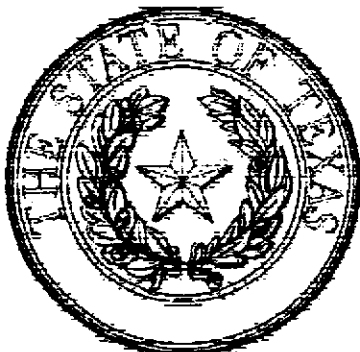
THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE
FOUND TO CONFORM TO LAW.

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 AUG. 14, 2000

EFFECTIVE AUG. 14, 2000



A handwritten signature in cursive script, appearing to read "Ellen Bemer".

Ellen Bemer, Secretary of State

FILED
in the Office of the
Secretary of State of Texas

AUG 14 2000

Corporations Section

ARTICLES OF INCORPORATION
OF
ZOE LEARNING ACADEMY, INC.
(TEXAS NON-PROFIT CORPORATION)

We, the undersigned, desiring to become incorporated under the provisions of the laws of Texas, as a educational, scientific nonprofit corporation, does hereby make, execute and adopt the following Articles of Incorporation, to wit:

ARTICLE ONE

The name of the Corporation shall be Zoe Learning Academy, Inc. and it shall be a non-profit corporation.

The street address of the initial registered office of the Corporation 6701 Cullen Blvd. - Houston, Texas 77021. The name of its registered agent is R.S. Rose II.

ARTICLE TWO

The period of the Corporation is perpetual.

The Corporation is organized pursuant to the provisions of the Texas Nonprofit Corporation Act. The Corporation has perpetual duration. All Trustees of this Corporation are now in good and regular standing and such other members, as the Board of Trustees shall from time to time admit to membership shall be members of this Corporation.

ARTICLE THREE

A Board of not less than three (3) shall manage the business and property of the Corporation, although not limited to three (3). The initial Trustees identified herein shall constitute the Board of Trustees and they shall hold their offices until other or further election. In the event of the inability of any Trustee to act, or in the event of the death of any Trustees, the remaining Trustees shall elect another

Trustee, or Trustees, to fill the vacancy or vacancies, thus created. A new Trustee shall be elected by a majority vote of the total Trustees.

- (a) The Trustees in their collective capacity shall be known as the Board of Trustees and under that name shall constitute the governing body, and shall conduct and transact all business of the Corporation.
- (b) The Trustees shall have power and authority to hold an annual meeting of The Board of Trustees and may likewise hold special meetings as may be determined by the Board of Trustees. The annual meeting shall be held at the office of the Corporation, or at such place as the Trustees may determine in each year at the hour of 7:00 P.M. of such day, or as soon thereafter in each year as is possible for the Trustees to call such meeting; and all meetings shall be held at the office of the Corporation, or at such place as the Trustees may determine.
- (c) The Board of Trustees shall have and is hereby given power and authority To provide for the qualifications and requirements for membership which without doctrinal provisions or terminology.
- (d) The Board of Trustees shall have the authority and power which is hereby given, to provide suitable and proper means of an educational facility for the young and required tests and qualifications for entrance into the organization hereby being established and administered any and all applications may be inducted into the Zoe Learning Academy, Inc.
- (e) The Board of Trustees shall have the authority and power which is hereby Given, to establish, institute, operated and maintain any such additional departments, associations, institutions, schools, mission stations, programs and/ or any and all such other vehicles as may be deemed appropriate and advisable by said Board of Trustees for the propagation of the Chartered Educational services provided anywhere within the United States of America and / or in any other country.
- (f) The Board of Trustees shall have the power and authority, which is here by given, to negotiate or designate agents to negotiate all of the business transactions, all receipts and all disbursements, for any such additional departments, associations, institutions, schools, mission stations, programs and/ or any and all such other vehicles established or instituted by this Corporation.
- (g) The corporation shall at all times be in compliance with the Texas Non Profit laws and regulations.
- (g) The corporation shall maintain all the requirements of a governed educational rules and regulations of the Texas educational codes.

- (h) The corporation shall not engage in any political issues that will affect their status as a Texas nonprofit organization.
- (i) Receiving a pilot program for other inner city and surrounding counties at-risk young people.

ARTICLE FOUR

The number of Directors or Trustees constituting the initial Board of Directors or initial Board of Trustees shall not be less than three (3) and the names and addresses of the persons are:

- (1). R. S. Rose II - 6701 Callicott Blvd. - Houston, Texas 77021
- (2). Connie P. Rose - 2502 Campbell Street - Houston, Texas 77026
- (3). Samul Taylor - P.O. Box 729137 - Houston, Texas 77273

ARTICLE FIVE

The Corporation reserves the rights to amend, alter, change, or repeal any of its provisions contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon the directors or initial trustees herein are granted subject to this reservation.

ARTICLE SIX

This Corporation is not organized, nor shall it be operated for pecuniary gain, or profit, and it does not contemplate the distribution of gains, profits, or dividends to the members thereof and is organized exclusively for non-profit, religious, scientific, educational purposes. The property, assets, profits, and net income of this corporation are irrevocably dedicated to promoting the common interest of the members and no part to the benefit of any private shareholder or individual. It is organized under the Texas non-profit corporation laws exclusively for religious, charitable, scientific, educational purposes.

1. The Corporation is organized and operated exclusively for charitable, scientific, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any superseding statute thereto, and such purposes shall include the following:

(a). To engage in any lawful business or activities related thereto; and to engage in any lawful act or activity for which corporations may be organized under the Texas Non-profit Corporation Act.

(c). The Corporation's charitable, scientific, and educational goals shall be met by its commitment through servicing at-risk young people regardless of their race, gender, creed or religious beliefs and other social skills and training.

Through the following areas of interest:

- (i) Teaching them to have a positive image of themselves as well as others.
- (ii) Presentation of a structural environment and to provide and equip young people with the necessary tools to be able to learn educational learning skills that will allow them to succeed.
- (iii) To provide mentoring for all ages male and female between the ages of 5 to 13 years of age.
- (iv) Researching occupational resources.
- (v) To teach them how to communicate with their peers and the opposite sex, family members, through understanding personal etiquette.
- (vi) To have a well-rounded structural learning environment with the provided educational skills that are age appropriate for each age group.
- (vii) Becoming a pilot program for other inner city and other surrounding counties for at-risk young people.

2. As a mean of accomplishing the above purposes and methods, the Corporation shall have the following powers:

(a) To accept, acquire, receive, take and hold by bequest, devise, grant, gift, purchases, exchange, lease, transfer, judicial order or decree, or otherwise, for any of its objects and purposes, any property, both real and personal, of whatever kind, nature of description and wherever situated.

- (b) To sell, exchange, convey, mortgage, lease, transfer or otherwise dispose of, any such property, both real and personal, as the objects and purposes of the Corporation may require, subject to such limitations as may be prescribed by law.
- (c) To borrow money, and, from time to time, to make, accept, endorse, execute and issue bonds, debentures, promissory notes, bill of exchange, and other obligations of the Corporation for moneys borrowed or in payment for property acquired or for any of the other purposes of the Corporation, and to secure the payment of agreement, or other instruments of trust, or by other lien upon, assignment of, or agreement in regard to all or any part of the property, rights, or privileges of the Corporation wherever situated, whether now owned or hereafter to be acquired.
- (d) To invest and reinvest its funds in such stock, common or preferred, bonds, debentures, mortgages, or in such other securities and property, real and personal, as it shall deem advisable, subject to the limitations and conditions contained in any bequest, devise, grant, or gift, provided such limitations and conditions are not in conflict with the provisions of 501(c)(3) of the Internal Revenue Code of 1986 and applicable regulations thereunder, as they now exist or as they may be amended.

ARTICLE SEVEN

The authorized number and qualification of members and directors of this corporation, the different classes of membership, if any, the property, voting and other rights and privileges of member and their liabilities, and other assessments and the method of collecting thereof, shall be as set forth in the bylaws, provided; however, seventy-five (75) percent of the stock or voting membership of the Corporation shall be owned at all times by local persons residing in the area of the Corporation's operations.

ARTICLE EIGHT

The Corporation reserves the rights to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon the stockholders or members herein are granted subject to this reservation.

AUG 14 00 10:07a

SONDRA BURTON SYKES

281-438-9279

P. 9

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ARTICLE NINE

The Corporation is not organized, nor shall it be operated for pecuniary gain, or profit, and it does not contemplate the distribution of gains, profit, or dividends to the members thereof and is organized exclusive for non-profit purposes. The property, assets, profits, and net income of this corporation are irrevocably dedicated to promoting the common interest of the members and no part to the benefit of any private shareholder if any or individual. It is organized under the Texas Non-Profit Corporation laws exclusively for non-profit purposes.

ARTICLE TEN

This Corporation is not organized for pecuniary gain or profit, nor shall it have any power to issue certificates of stock or declare dividends, and no part of its net earnings shall inure to the benefit of any members, directors, trustees or individuals, except that the Corporation shall be authorized and empowered to pay and to be paid reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Articles Six hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation; and the Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign. Notwithstanding any other provisions of these Articles, The Corporation shall not carry on any other activities not permitted to be carried on by:

- (a) A corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1966 (or the corresponding provision of any future United States Internal Revenue law) or,
- (b) By a corporation, contributions to which are deductible under Section 170 (c)(2) of the Internal Revenue Code of 1956 (or the corresponding provision of any future United States Revenue Internal law).

ARTICLE ELEVEN

If providing them with various educational curriculums structured approved courses for the appropriate ages given. Being a chartered school facility all guidelines will confer to the public educational standards.

ARTICLE TWELVE

The name and address of the incorporator is:

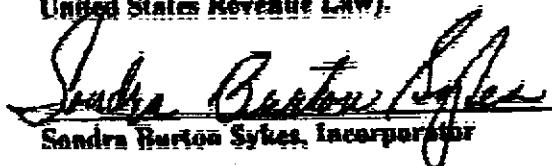
Sykes Business & Tax Services
Sondra Burton Sykes
4915 Beechaven Drive
Houston, Texas 77053-3706

ARTICLE THIRTEEN**AMENDMENTS**

The following amendments of the foregoing Constitution have been recommended to and ratified by the initial directors of this corporation.

AMENDMENTS: I. DISSOLUTION AND WINDING UP

"Upon the dissolution and winding up of this Corporation, after paying or adequately providing for the debts and obligation of the Corporation the remaining assets shall be distributed to a non-profit corporation or foundation, or Corporation which is organized and which has established its tax exempt status as a qualifying as an organization exempt under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, (or of the corresponding provisions of any future United States Revenue of 1986, as amended, (or of the corresponding provisions of any future United States Revenue Law)" any superseding statute thereof, and as an organization qualifying as a public charity under the provisions of Section amended, or any superseding statute thereof, and as an organization qualifying as a public charity under the provisions of Section amended, or any superseding statute thereof, as the Board of Directors shall determine, or by a Corporation, contributions of which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended (or corresponding section of any future United States Revenue Law).


 Sondra Burton Sykes, Incorporator

Compliance Partners, Inc.

300 N. 8th Street • Suite 209 • Midlothian, Texas 76065 • 972-723-9509 • 800-779-3063 • Fax 972-723-0964

August 31, 2001

Dr. Richard Rose
Zoe Academy
6701 Cullen Blvd.
Houston, Texas 77021

Re: Asbestos Survey Report & Management Plan

Dear Dr. Rose:

Enclosed is the Asbestos Survey and Management Plan for Zoe Academy 6701 Cullen Blvd. location.

The Asbestos Survey Report needs to be kept on campus and available for review upon request.

I have enclosed the original Management Plan to be kept on campus, as well as a copy that will need to be submitted to the Texas Department of Health in accordance with the requirements of AHERA. Also enclosed is a copy of 40 CFR 763 (AHERA) for your review. This regulation outlines the duties and responsibilities of the Designated Person and Local Education Agency (LEA).

A Designated Person needs to be established to carry out the provisions of the Management Plan. That person will need to obtain the adequate training required for the Designated Person and include a copy of the certificate in the Management Plan prior to submittal to the State. Also enclosed is a print out of the approved training providers in Texas.

GEBCO Associates in Hurst, Texas offers a course entitled "Asbestos Management for Building Owners" which meets the requirements for designated person training. I feel sure that any of the training providers listed will offer a course to meet these requirements.

Once the designated person has been established, training has been accomplished, and the certificate included in Attachment C of the Management Plan, please sign the Management Plan and the copy where indicated and send the copy to the Texas Department of Health at:

Texas Department of Health
Toxic Substances Control Division
Asbestos Programs Branch
1100 W. 49th Street
Austin, Texas 78756

I have attached yellow tabs in the locations of the programs that require an action.

We appreciate the opportunity to assist you with this project. Please call if you have any questions or if we can be of further assistance.

Regards,



Michele White
Project Assistant

40 CFR PART 763 ASBESTOS Subpart E: Asbestos-Containing-Materials in Schools

Source: [52 FR 41846, Oct. 30, 1987, unless otherwise noted]

- 763.80 Scope and purpose.
- 763.83 Definitions.
- 763.84 General local education agency responsibilities.
- 763.85 Inspection and reinspections.
- 763.86 Sampling.
- 763.87 Analysis.
- 763.88 Assessment.
- 763.90 Response actions.
- 763.91 Operations and maintenance.
- 763.92 Training and periodic surveillance.
- 763.93 Management plans.
- 763.94 Recordkeeping.
- 763.95 Warning labels.
- 763.97 Compliance and enforcement.
- 763.98 Waiver; delegation to State.
- 763.99 Exclusions.

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763.80 Scope and purpose.

(a) This rule requires local education agencies to identify friable and non-friable asbestos-containing material (ACM) in public and private elementary and secondary schools by visually inspecting school buildings for such materials, sampling such materials if they are not assumed to be ACM, and having samples analyzed by appropriate techniques referred to in this rule. The rule requires local education agencies to submit management plans to the Governor of their State by October 12, 1988, begin to implement the plans by July 9, 1989, and complete implementation of the plans in a timely fashion. In addition, local education agencies are required to use persons who have been accredited to conduct inspections, reinspections, develop management plans, or perform response actions. The rule also includes recordkeeping requirements. Local education agencies may contractually delegate their duties under this rule, but they remain responsible for the proper performance of those duties. Local education agencies are encouraged to consult with EPA Regional Asbestos Coordinators, or if applicable, a State's lead agency designated by the State Governor, for assistance in complying with this rule.

(b) Local education agencies must provide for the transportation and disposal of asbestos in accordance with EPA's "Asbestos Waste Management Guidance." For convenience, applicable sections of this guidance are reprinted as Appendix D of

this subpart. There are regulations in place, however, that affect transportation and disposal of asbestos waste generated by this rule. The transportation of asbestos waste is covered by the Department of Transportation (49 CFR Part 173, subpart J) and disposal is covered by the National Emissions Standards for Hazardous Air Pollutants (NESHAP) (40 CFR Part 61, subpart M).

763.83 Definitions.

For purposes of this subpart:

Act means the Toxic Substances Control Act (TSCA), 15 U.S.C. 2601, et seq.

Accessible when referring to ACM means that the material is subject to disturbance by school building occupants or custodial or maintenance personnel in the course of their normal activities.

Accredited or accreditation when referring to a person or laboratory means that such person or laboratory is accredited in accordance with section 206 of Title II of the Act.

Air erosion means the passage of air over friable ACM which may result in the release of asbestos fibers.

Asbestos means the asbestiform varieties of: Chrysotile (serpentine); crocidolite (riebeckite); amosite (cummingtonite-grunerite); anthophyllite; tremolite; and actinolite.

Asbestos-containing material (ACM) when referring to school buildings means any material or product which contains more than 1 percent asbestos.

Asbestos-containing building material (ACBM) means surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a school building.

Asbestos debris means pieces of ACBM that can be identified by color, texture, or composition, or means dust, if the dust is determined by an accredited inspector to be ACM.

Damaged friable miscellaneous ACM means friable miscellaneous ACM which has deteriorated or sustained physical injury such that the internal structure (cohesion) of the material is inadequate or, if applicable, which has delaminated such that its bond to the substrate (adhesion) is inadequate or which for any other reason lacks fiber

cohesion or adhesion qualities. Such damage or deterioration may be illustrated by the separation of ACM into layers; separation of ACM from the substrate; flaking, blistering, or crumbling of the ACM surface; water damage; significant or repeated water stains, scrapes, gouges, mars or other signs of physical injury on the ACM. Asbestos debris originating from the ACBM in question may also indicate damage.

Damaged friable surfacing ACM means friable surfacing ACM which has deteriorated or sustained physical injury such that the internal structure (cohesion) of the material is inadequate or which has delaminated such that its bond to the substrate (adhesion) is inadequate, or which, for any other reason, lacks fiber cohesion or adhesion qualities. Such damage or deterioration may be illustrated by the separation of ACM into layers; separation of ACM from the substrate; flaking, blistering, or crumbling of the ACM surface; water damage; significant or repeated water stains, scrapes, gouges, mars or other signs of physical injury on the ACM. Asbestos debris originating from the ACBM in question may also indicate damage.

Damaged or significantly damaged thermal system insulation ACM means thermal system insulation ACM on pipes, boilers, tanks, ducts, and other thermal system insulation equipment where the insulation has lost its structural integrity, or its covering, in whole or in part, is crushed, water-stained, gouged, punctured, missing, or not intact such that it is not able to contain fibers. Damage may be further illustrated by occasional punctures, gouges or other signs of physical injury to ACM; occasional water damage on the protective coverings/jackets; or exposed ACM ends or joints. Asbestos debris originating from the ACBM in question may also indicate damage.

Encapsulation means the treatment of ACBM with a material that surrounds or embeds asbestos fibers in an adhesive matrix to prevent the release of fibers, as the encapsulant creates a membrane over the surface (bridging encapsulant) or penetrates the material and binds its components together (penetrating encapsulant).

Enclosure means an airtight, impermeable, permanent barrier around ACM to prevent the release of asbestos fibers into the air.

Fiber release episode means any uncontrolled or unintentional disturbance of ACM resulting in visible emission.

Friable when referring to material in a school building means that the material, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure, and includes previously nonfriable material after such previously nonfriable material becomes damaged to the extent that when dry it may be crumbled, pulverized, or reduced to powder by hand pressure.

Functional space means a room, group of rooms, or homogeneous area (including crawl spaces or the space between a dropped ceiling and the floor or roof deck above), such as classroom(s), a cafeteria, gymnasium, hallway(s), designated by a person accredited to prepare management plans, design abatement projects, or conduct response actions.

High-efficiency particulate air (HEPA) refers to a filtering system capable of trapping and retaining at least 99.97 percent of all monodispersed particles 0.3 μ m in diameter or larger.

Homogeneous area means an area of surfacing material, thermal system insulation material, or miscellaneous material that is uniform in color and texture.

Local education agency means:

- (1) Any local educational agency as defined in section 198 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 3381).
- (2) The owner of any nonpublic, nonprofit elementary, or secondary school building.
- (3) The governing authority of any school operated under the defense dependent's education system provided for under the Defense Dependents' Education Act of 1978 (20 U.S.C. 921, et seq.).

Miscellaneous ACM means miscellaneous material that is ACM in a school building.

Miscellaneous material means interior building material on structural components, structural members or fixtures, such as floor and ceiling tiles, and does not include surfacing material or thermal system insulation.

Nonfriable means material in a school building which when dry may not be crumbled, pulverized, or reduced to powder by hand pressure.

Operations and maintenance program means a program of work practices to

maintain friable ACM in good condition, ensure clean up of asbestos fibers previously released, and prevent further release by minimizing and controlling friable ACM disturbance or damage.

Potential damage means circumstances in which:

- (1) Friable ACM is in an area regularly used by building occupants, including maintenance personnel, in the course of their normal activities.
- (2) There are indications that there is a reasonable likelihood that the material or its covering will become damaged, deteriorated, or delaminated due to factors such as changes in building use, changes in operations and maintenance practices, changes in occupancy, or recurrent damage.

Potential significant damage means circumstances in which:

- (1) Friable ACM is in an area regularly used by building occupants, including maintenance personnel, in the course of their normal activities.
- (2) There are indications that there is a reasonable likelihood that the material or its covering will become significantly damaged, deteriorated, or delaminated due to factors such as changes in building use, changes in operations and maintenance practices, changes in occupancy, or recurrent damage.
- (3) The material is subject to major or continuing disturbance, due to factors including, but not limited to, accessibility or, under certain circumstances, vibration or air erosion.

Preventive measures means actions taken to reduce disturbance of ACM or otherwise eliminate the reasonable likelihood of the material's becoming damaged or significantly damaged.

Removal means the taking out or the stripping of substantially all ACM from a damaged area, a functional space, or a homogeneous area in a school building.

Repair means returning damaged ACM to an undamaged condition or to an intact state so as to prevent fiber release.

Response action means a method, including removal, encapsulation, enclosure, repair, operations and maintenance, that protects human health and the environment from friable ACM.

Routine maintenance area means an area, such as a boiler room or mechanical room, that is not normally frequented by students and in which maintenance employees or contract workers regularly conduct maintenance activities.

School means any elementary or secondary school as defined in section 198

of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 2854).

School building means:

- (1) Any structure suitable for use as a classroom, including a school facility such as a laboratory, library, school eating facility, or facility used for the preparation of food.
- (2) Any gymnasium or other facility which is specially designed for athletic or recreational activities for an academic course in physical education.
- (3) Any other facility used for the instruction or housing of students or for the administration of educational or research programs.
- (4) Any maintenance, storage, or utility facility, including any hallway, essential to the operation of any facility described in this definition of "school building" under paragraphs (1), (2), or (3).
- (5) Any portico or covered exterior hallway or walkway.
- (6) Any exterior portion of a mechanical system used to condition interior space.

Significantly damaged friable miscellaneous ACM means damaged friable miscellaneous ACM where the damage is extensive and severe.

Significantly damaged friable surfacing ACM means damaged friable surfacing ACM in a functional space where the damage is extensive and severe.

State means a State, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Northern Marianas, the Trust Territory of the Pacific Islands, and the Virgin Islands.

Surfacing ACM means surfacing material that is ACM.

Surfacing material means material in a school building that is sprayed-on, troweled-on, or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes.

Thermal system insulation means material in a school building applied to pipes, fittings, boilers, breeching, tanks, ducts, or other interior structural components to prevent heat loss or gain, or water condensation, or for other purposes.

Thermal system insulation ACM means thermal system insulation that is ACM.

Vibration means the periodic motion of friable ACM which may result in the release of asbestos fibers.

agency responsibilities.

Each local education agency shall:

(a) Ensure that the activities of any persons who perform inspections, reinspections, and periodic surveillance, develop and update management plans, and develop and implement response actions, including operations and maintenance, are carried out in accordance with subpart E of this part.

(b) Ensure that all custodial and maintenance employees are properly trained as required by this subpart E and other applicable Federal and/or State regulations (e.g., the Occupational Safety and Health Administration asbestos standard for construction, the EPA worker protection rule, or applicable State regulations).

(c) Ensure that workers and building occupants, or their legal guardians, are informed at least once each school year about inspections, response actions, and post-response action activities, including periodic reinspection and surveillance activities that are planned or in progress.

(d) Ensure that short-term workers (e.g., telephone repair workers, utility workers, or exterminators) who may come in contact with asbestos in a school are provided information regarding the locations of ACBM and suspected ACBM assumed to be ACM.

(e) Ensure that warning labels are posted in accordance with 763.95.

(f) Ensure that management plans are available for inspection and notification of such availability has been provided as specified in the management plan under 763.93(g).

(g)

(1) Designate a person to ensure that requirements under this section are properly implemented.

(2) Ensure that the designated person receives adequate training to perform duties assigned under this section. Such training shall provide, as necessary, basic knowledge of:

(i) Health effects of asbestos.

(ii) Detection, identification, and assessment of ACM.

(iii) Options for controlling ACBM.

(iv) Asbestos management programs.

(v) Relevant Federal and State regulations concerning asbestos, including those in this subpart E and

those of the Occupational Safety and Health Administration, U.S. Department of Labor, the U.S. Department of Transportation and the U.S. Environmental Protection Agency.

(h) Consider whether any conflict of interest may arise from the interrelationship among accredited personnel and whether that should influence the selection of accredited personnel to perform activities under this subpart.

763.85 Inspection and reinspections.**(a) Inspection.**

(1) Except as provided in paragraph (a)(2) of this section, before October 12, 1988, local education agencies shall inspect each school building that they lease, own, or otherwise use as a school building to identify all locations of friable and nonfriable ACBM.

(2) Any building leased or acquired on or after October 12, 1988, that is to be used as a school building shall be inspected as described under paragraphs (a)(3) and (4) of this section prior to use as a school building. In the event that emergency use of an uninspected building as a school building is necessitated, such buildings shall be inspected within 30 days after commencement of such use.

(3) Each inspection shall be made by an accredited inspector.

(4) For each area of a school building, except as excluded under 763.99, each person performing an inspection shall:

(i) Visually inspect the area to identify the locations of all suspected ACBM.

(ii) Touch all suspected ACBM to determine whether they are friable.

(iii) Identify all homogeneous areas of friable suspected ACBM and all homogeneous areas of nonfriable suspected ACBM.

(iv) Assume that some or all of the homogeneous areas are ACM, and, for each homogeneous area that is not assumed to be ACM, collect and submit for analysis bulk samples under 763.86 and 763.87.

(v) Assess, under 763.88, friable material in areas where samples are collected, friable material in areas that are assumed to be ACM, and friable ACBM identified during a previous inspection.

(vi) Record the following and submit to the person designated under 763.84 a copy of such record for inclusion in the management plan within 30 days of the inspection:

(A) An inspection report with the date of the inspection signed by each accredited person making the inspection, State of accreditation, and if applicable, his or her accreditation number.

(B) An inventory of the locations of the homogeneous areas where samples are collected, exact location where each bulk sample is collected, dates that samples are collected, homogeneous areas where friable suspected ACBM is assumed to be ACM, and homogeneous areas where nonfriable suspected ACBM is assumed to be ACM.

(C) A description of the manner used to determine sampling locations, the name and signature of each accredited inspector who collected the samples, State of accreditation, and, if applicable, his or her accreditation number.

(D) A list of whether the homogeneous areas identified under paragraph (a)(4)(vi)(B) of this section, are surfacing material, thermal system insulation, or miscellaneous material.

(E) Assessments made of friable material, the name and signature of each accredited inspector making the assessment, State of accreditation, and if applicable, his or her accreditation number.

(b) Reinspection.

(1) At least once every 3 years after a management plan is in effect, each local education agency shall conduct a reinspection of all friable and nonfriable known or assumed ACBM in each school building that they lease, own, or otherwise use as a school building.

(2) Each inspection shall be made by an accredited inspector.

(3) For each area of a school building, each person performing a reinspection shall:

(i) Visually reinspect, and reassess, under 763.88, the condition of all friable known or assumed ACBM.

(ii) Visually inspect material that was previously considered nonfriable ACBM and touch the material to determine whether it has become friable since the last inspection or reinspection.

(iii) Identify any homogeneous areas with material that has become friable since the last inspection or reinspection.

(iv) For each homogeneous area of newly friable material that is already assumed to be ACM, bulk samples

may be collected and submitted for analysis in accordance with 763.86 and 763.87.

(v) Assess, under 763.88, the condition of the newly friable material in areas where samples are collected, and newly friable materials in areas that are assumed to be ACM.

(vi) Reassess, under 763.88, the condition of friable known or assumed ACM previously identified.

(vii) Record the following and submit to the person designated under 763.84 a copy of such record for inclusion in the management plan within 30 days of the reinspection:

(A) The date of the reinspection, the name and signature of the person making the reinspection, State of accreditation, and if applicable, his or her accreditation number, and any changes in the condition of known or assumed ACM.

(B) The exact locations where samples are collected during the reinspection, a description of the manner used to determine sampling locations, the name and signature of each accredited inspector who collected the samples, State of accreditation, and, if applicable, his or her accreditation number.

(C) Any assessments or reassessments made of friable material, the name and signature of the accredited inspector making the assessments, State of accreditation, and if applicable, his or her accreditation number.

(c) General.

Thermal system insulation that has retained its structural integrity and that has an undamaged protective jacket or wrap that prevents fiber release shall be treated as nonfriable and therefore is subject only to periodic surveillance and preventive measures as necessary.

763.86 Sampling.

(a) **Surfacing material.** An accredited inspector shall collect, in a statistically random manner that is representative of the homogeneous area, bulk samples from each homogeneous area of friable surfacing material that is not assumed to be ACM, and shall collect the samples as follows:

(1) At least three bulk samples shall be collected from each homogeneous area that is 1,000 ft² or less, except as provided in 763.87(c)(2).

(2) At least five bulk samples shall be

collected from each homogeneous area that is greater than 1,000 ft² but less than or equal to 5,000 ft², except as provided in 763.87(c)(2).

(3) At least seven bulk samples shall be collected from each homogeneous area that is greater than 5,000 ft², except as provided in 763.87(c)(2).

(b) Thermal system insulation.

(1) Except as provided in paragraphs (b)

(2) through (4) of this section and 763.87(c), an accredited inspector shall collect, in a randomly distributed manner, at least three bulk samples from each

homogeneous area of thermal system insulation that is not assumed to be ACM.

(2) Collect at least one bulk sample from each homogeneous area of patched thermal system insulation that is not assumed to be ACM if the patched section is less than 6 linear or square feet.

(3) In a manner sufficient to determine whether the material is ACM or not ACM, collect bulk samples from each insulated mechanical system that is not assumed to be ACM where cement or plaster is used on fittings such as tees, elbows, or valves, except as provided under 763.87(c)(2).

(4) Bulk samples are not required to be collected from any homogeneous area where the accredited inspector has determined that the thermal system insulation is fiberglass, foam glass, rubber, or other non-ACBM.

(c) **Miscellaneous material.** In a manner sufficient to determine whether material is ACM or not ACM, an accredited inspector shall collect bulk samples from each homogeneous area of friable miscellaneous material that is not assumed to be ACM.

(d) **Nonfriable suspected ACM.** If any homogeneous area of nonfriable suspected ACM is not assumed to be ACM, then an accredited inspector shall collect, in a manner sufficient to determine whether the material is ACM or not ACM, bulk samples from the homogeneous area of nonfriable suspected ACM that is not assumed to be ACM.

763.87 Analysis.

(a) Local education agencies shall have bulk samples, collected under 763.86 and submitted for analysis, analyzed for asbestos using laboratories accredited by the National Bureau of Standards (NBS) [changed to National Institute of Standards

and Technology]. Local education agencies shall use laboratories which have received interim accreditation for polarized light microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Analysis Quality Assurance Program until the NBS PLM laboratory accreditation program for PLM is operational.

(b) Bulk samples shall not be composited for analysis and shall be analyzed for asbestos content by PLM, using the "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" found at Appendix E to part E of this Part.

(c)

(1) A homogeneous area is considered not to contain ACM only if the results of all samples required to be collected from the area show asbestos in amounts of 1 percent or less.

(2) A homogeneous area shall be determined to contain ACM based on a finding that the results of at least one sample collected from that area shows that asbestos is present in an amount greater than 1 percent.

(d) The name and address of each laboratory performing an analysis, the date of analysis, and the name and signature of the person performing the analysis shall be submitted to the person designated under 763.84 for inclusion into the management plan within 30 days of the analysis. [52 FR 41846, Oct. 30, 1987, as amended at 60 FR 31922, June 19, 1995]

763.88 Assessment.

(a)

(1) For each inspection and reinspection conducted under 763.85 (a) and (c) and previous inspections specified under 763.99, the local education agency shall have an accredited inspector provide a written assessment of all friable known or assumed ACM in the school building.

(2) Each accredited inspector providing a written assessment shall sign and date the assessment, provide his or her State of accreditation, and if applicable, accreditation number, and submit a copy of the assessment to the person designated under 763.84 for inclusion in the management plan within 30 days of the assessment.

(b) The inspector shall classify and give reasons in the written assessment for classifying the ACM and suspected

ACBM assumed to be ACM in the school building into one of the following categories:

- (1) Damaged or significantly damaged thermal system insulation ACM.
- (2) Damaged friable surfacing ACM.
- (3) Significantly damaged friable surfacing ACM.
- (4) Damaged or significantly damaged friable miscellaneous ACM.
- (5) ACBM with potential for damage.
- (6) ACBM with potential for significant damage.
- (7) Any remaining friable ACBM or friable suspected ACBM.

(c) Assessment may include the following considerations:

- (1) Location and the amount of the material, both in total quantity and as a percentage of the functional space.
- (2) Condition of the material, specifying:
 - (i) Type of damage or significant damage (e.g., flaking, blistering, water damage, or other signs of physical damage).
 - (ii) Severity of damage (e.g., major flaking, severely torn jackets, as opposed to occasional flaking, minor tears to jackets).
 - (iii) Extent or spread of damage over large areas or large percentages of the homogeneous area.
- (3) Whether the material is accessible.
- (4) The material's potential for disturbance.
- (5) Known or suspected causes of damage or significant damage (e.g., air erosion, vandalism, vibration, water).
- (6) Preventive measures which might eliminate the reasonable likelihood of undamaged ACM from becoming significantly damaged.

(d) The local education agency shall select a person accredited to develop management plans to review the results of each inspection, reinspection, and assessment for the school building and to conduct any other necessary activities in order to recommend in writing to the local education agency appropriate response actions. The accredited person shall sign and date the recommendation, provide his or her State of accreditation, and, if applicable, provide his or her accreditation number, and submit a copy of the recommendation to the person designated under 763.84 for inclusion in the management plan.

763.90 Response actions.

(a) The local education agency shall select and implement in a timely manner the appropriate response actions in this section consistent with the assessment conducted in 763.88. The response actions selected shall be sufficient to protect human health and the environment. The local education agency may then select, from the response actions which protect human health and the environment, that action which is the least burdensome method. Nothing in this section shall be construed to prohibit removal of ACBM from a school building at any time, should removal be the preferred response action of the local education agency.

(b) If damaged or significantly damaged thermal system insulation ACM is present in a building, the local education agency shall:

- (1) At least repair the damaged area.
- (2) Remove the damaged material if it is not feasible, due to technological factors, to repair the damage.
- (3) Maintain all thermal system insulation ACM and its covering in an intact state and undamaged condition.

(c)

- (1) If damaged friable surfacing ACM or damaged friable miscellaneous ACM is present in a building, the local education agency shall select from among the following response actions: encapsulation, enclosure, removal, or repair of the damaged material.
- (2) In selecting the response action from among those which meet the definitional standards in 763.83, the local education agency shall determine which of these response actions protects human health and the environment. For purposes of determining which of these response actions are the least burdensome, the local education agency may then consider local circumstances, including occupancy and use patterns within the school building, and its economic concerns, including short- and long-term costs.

(d) If significantly damaged friable surfacing ACM or significantly damaged friable miscellaneous ACM is present in a building the local education agency shall:

- (1) Immediately isolate the functional space and restrict access, unless isolation is not necessary to protect human health and the environment.
- (2) Remove the material in the functional space or, depending upon whether enclosure or encapsulation would be sufficient to protect human health and the environment, enclose or encapsulate.

(e) If any friable surfacing ACM, thermal system insulation ACM, or friable miscellaneous ACM that has potential for damage is present in a building, the local education agency shall at least implement an operations and maintenance (O&M) program, as described under 763.91.

(f) If any friable surfacing ACM, thermal system insulation ACM, or friable miscellaneous ACM that has potential for significant damage is present in a building, the local education agency shall:

- (1) Implement an O&M program, as described under 763.91.
- (2) Institute preventive measures appropriate to eliminate the reasonable likelihood that the ACM or its covering will become significantly damaged, deteriorated, or delaminated.
- (3) Remove the material as soon as possible if appropriate preventive measures cannot be effectively implemented, or unless other response actions are determined to protect human health and the environment. Immediately isolate the area and restrict access if necessary to avoid an imminent and substantial endangerment to human health or the environment.

(g) Response actions including removal, encapsulation, enclosure, or repair, other than small-scale, short-duration repairs, shall be designed and conducted by persons accredited to design and conduct response actions.

(h) The requirements of this subpart E in no way supersede the worker protection and work practice requirements under 29 CFR 1926.58 (Occupational Safety and Health Administration (OSHA) asbestos worker protection standards for construction), 40 CFR Part 763, subpart G (EPA asbestos worker protection standards for public employees), and 40 CFR Part 61, subpart M (National Emission Standards for Hazardous Air Pollutants Asbestos).

(i) Completion of response actions.

- (1) At the conclusion of any action to remove, encapsulate, or enclose ACBM or material assumed to be ACBM, a person designated by the local education agency shall visually inspect each functional space where such action was conducted to determine whether the action has been properly completed.
- (2)
 - (i) A person designated by the local education agency shall collect air

samples using aggressive sampling as described in Appendix A to this subpart E to monitor air for clearance after each removal, encapsulation, and enclosure project involving ACBM, except for projects that are of small-scale, short-duration.

(ii) Local education agencies shall have air samples collected under this section analyzed for asbestos using laboratories accredited by the National Bureau of Standards to conduct such analysis using transmission electron microscopy (TEM) or, under circumstances permitted in this section, laboratories enrolled in the American Industrial Hygiene Association Proficiency Analytical Testing Program for phase contrast microscopy (PCM).

(iii) Until the National Bureau of Standards TEM laboratory accreditation program is operational, local educational agencies shall use laboratories that use the protocol described in Appendix A to subpart E of this part.

(3) Except as provided in paragraphs (i)(4), and (i)(5), of this section, an action to remove, encapsulate, or enclose ACBM shall be considered complete when the average concentration of asbestos of five air samples collected within the affected functional space and analyzed by the TEM method in Appendix A of this subpart E, is not statistically significantly different, as determined by the Z-test calculation found in Appendix A of this subpart E, from the average asbestos concentration of five air samples collected at the same time outside the affected functional space and analyzed in the same manner, and the average asbestos concentration of the three field blanks described in Appendix A of this subpart E is below the filter background level, as defined in Appendix A of this subpart E, of 70 structures per square millimeter (70 s/mm^2).

(4) An action may also be considered complete if the volume of air drawn for each of the five samples collected within the affected functional space is equal to or greater than 1,199 L of air for a 25 mm filter or equal to or greater than 2,799 L of air for a 37 mm filter, and the average concentration of asbestos as analyzed by the TEM method in Appendix A of this subpart E, for the five air samples does not exceed the filter background level, as defined in Appendix A, of 70 structures per square millimeter (70 s/mm^2). If the average concentration of asbestos of the five air samples within the affected

functional space exceeds 70 s/mm^2 , or if the volume of air in each of the samples is less than 1,199 L of air for a 25 mm filter or less than 2,799 L of air for a 37 mm filter, the action shall be considered complete only when the requirements of paragraph (i)(3) or (i)(5), of this section are met.

(5) At any time, a local education agency may analyze air monitoring samples collected for clearance purposes by phase contrast microscopy (PCM) to confirm completion of removal, encapsulation, or enclosure of ACBM that is greater than small-scale, short-duration and less than or equal to 160 square feet or 260 linear feet. The action shall be considered complete when the results of samples collected in the affected functional space and analyzed by phase contrast microscopy using the National Institute for Occupational Safety and Health (NIOSH) Method 7400 entitled "Fibers" published in the NIOSH Manual of Analytical Methods, 3rd Edition, Second Supplement, August 1987, show that the concentration of fibers for each of the five samples is less than or equal to a limit of quantitation for PCM (0.01 fibers per cubic centimeter (0.01 f/cm^3) of air). The method is available for public inspection at the Office of the Federal Register, 11th and L Sts., NW., Room 8401, Washington, DC, 20408, and the EPA OPPTS Reading Room, Rm: G004 Northeast Mall, 401 M Sts., SW., Washington, DC 20460. This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 552(a) and 1 CFR Part 51. The method is incorporated as it exists on the effective date of this rule, and a notice of any change to the method will be published in the Federal Register.

(6) To determine the amount of ACBM affected under paragraph (i)(5) of this section, the local education agency shall add the total square or linear footage of ACBM within the containment barriers used to isolate the functional space for the action to remove, encapsulate, or enclose the ACBM. Contiguous portions of material subject to such action conducted concurrently or at approximately the same time within the same school building shall not be separated to qualify under paragraph (i)(5), of this section.

[52 FR 41846, Oct. 30, 1987, as amended at 53 FR 12525, Apr. 15, 1988; 60 FR 31922, June 19, 1995]

763.91 Operations and maintenance.

(a) **Applicability.** The local education agency shall implement an operations, maintenance, and repair (O&M) program under this section whenever any friable ACBM is present or assumed to be present in a building that it leases, owns, or otherwise uses as a school building. Any material identified as nonfriable ACBM or nonfriable assumed ACBM must be treated as friable ACBM for purposes of this section when the material is about to become friable as a result of activities performed in the school building.

(b) **Worker protection.** The protection provided by EPA at 40 CFR 763.121 for worker protection during asbestos abatement projects is extended to employees of local education agencies who perform operations, maintenance, and repair (O&M) activities involving ACM and who are not covered by the OSHA asbestos construction standard at 29 CFR 1926.58 or an asbestos worker approved by OSHA under section 19 of the Occupational Safety and Health Act. Local education agencies may consult Appendix B of this subpart if their employees are performing operations, maintenance, and repair activities that are of small-scale, short-duration.

(c) Cleaning

(1) **Initial cleaning.** Unless the building has been cleaned using equivalent methods within the previous 6 months, all areas of a school building where friable ACBM, damaged or significantly damaged thermal system insulation ACM, or friable suspected ACBM assumed to be ACM are present shall be cleaned at least once after the completion of the inspection required by 763.85(a) and before the initiation of any response action, other than O&M activities or repair, according to the following procedures:

- (i) HEPA-vacuum or steam-clean all carpets.
- (ii) HEPA-vacuum or wet-clean all other floors and all other horizontal surfaces.
- (iii) Dispose of all debris, filters, mopheads, and cloths in sealed, leak-tight containers.

(2) **Additional cleaning.** The accredited management planner shall make a written recommendation to the local education agency whether additional cleaning is needed, and if so, the methods and frequency of such cleaning.

(d) **Operations and maintenance activities.**

The local education agency shall ensure that the procedures described below to protect building occupants shall be followed for any operations and maintenance activities disturbing friable ACM:

- (1) Restrict entry into the area by persons other than those necessary to perform the maintenance project, either by physically isolating the area or by scheduling.
- (2) Post signs to prevent entry by unauthorized persons.
- (3) Shut off or temporarily modify the air-handling system and restrict other sources of air movement.
- (4) Use work practices or other controls, such as, wet methods, protective clothing, HEPA-vacuums, mini-enclosures, glove bags, as necessary to inhibit the spread of any released fibers.
- (5) Clean all fixtures or other components in the immediate work area.
- (6) Place the asbestos debris and other cleaning materials in a sealed, leak-tight container.

(e) Maintenance activities other than small-scale, short-duration. The response action for any maintenance activities disturbing friable ACM, other than small-scale, short-duration maintenance activities, shall be designed by persons accredited to design response actions and conducted by persons accredited to conduct response actions.

(f) Fiber release episodes

(1) Minor fiber release episode. The local education agency shall ensure that the procedures described below are followed in the event of a minor fiber release episode (i.e., the falling or dislodging of 3 square or linear feet or less of friable ACM): 5

- (i) Thoroughly saturate the debris using wet methods.
- (ii) Clean the area, as described in paragraph (e) of this section.
- (iii) Place the asbestos debris in a sealed, leak-tight container.
- (iv) Repair the area of damaged ACM with materials such as asbestos-free spackling, plaster, cement, or insulation, or seal with latex paint or an encapsulant, or immediately have the appropriate response action implemented as required by 763.90.

(2) Major fiber release episode. The local education agency shall ensure that the procedures described below are followed in the event of a major fiber release episode (i.e., the falling or dislodging of more than 3 square or linear feet of friable ACM):

- (i) Restrict entry into the area and post signs to prevent entry into the area by persons other than those necessary to perform the response action.
- (ii) Shut off or temporarily modify the air-handling system to prevent the distribution of fibers to other areas in the building.
- (iii) The response action for any major fiber release episode must be designed by persons accredited to design response actions and conducted by persons accredited to conduct response actions.

763.92 Training and periodic surveillance.

(a) Training.

(1) The local education agency shall ensure, prior to the implementation of the O&M provisions of the management plan, that all members of its maintenance and custodial staff (custodians, electricians, heating/air conditioning engineers, plumbers, etc.) who may work in a building that contains ACM receive awareness training of at least 2 hours, whether or not they are required to work with ACM. New custodial and maintenance employees shall be trained within 60 days after commencement of employment. Training shall include, but not be limited to:

- (i) Information regarding asbestos and its various uses and forms.
- (ii) Information on the health effects associated with asbestos exposure.
- (iii) Locations of ACM identified throughout each school building in which they work.
- (iv) Recognition of damage, deterioration, and delamination of ACM.
- (v) Name and telephone number of the person designated to carry out general local education agency responsibilities under 763.84 and the availability and location of the management plan.

(2) The local education agency shall ensure that all members of its maintenance and custodial staff who conduct any activities that will result in the disturbance of ACM shall receive training described in paragraph (a)(1) of this section and 14 hours of additional training. Additional training shall include, but not be limited to:

- (i) Descriptions of the proper methods of handling ACM.
- (ii) Information on the use of respiratory protection as contained in the

EPA/NIOSH Guide to Respiratory Protection for the Asbestos Abatement Industry, September 1986 (EPA 560/OPPTS-86-001), available from Environmental Assistance Division (TS-799), Office of Pollution Prevention and Toxics, Environmental Protection Agency, Rm. E-543, 401 M St. SW., Washington, DC 20460, and other personal protection measures.

(iii) The provisions of this section and 763.91, Appendices A, B, C, D of this subpart E of this part, EPA regulations contained in 40 CFR part 763, subpart G, and in 40 CFR part 61, subpart M, and OSHA regulations contained in 29 CFR 1926.58.

(iv) Hands-on training in the use of respiratory protection, other personal protection measures, and good work practices.

(3) Local education agency maintenance and custodial staff who have attended EPA-approved asbestos training or received equivalent training for O&M and periodic surveillance activities involving asbestos shall be considered trained for the purposes of this section.

(b) Periodic surveillance.

(1) At least once every 6 months after a management plan is in effect, each local education agency shall conduct periodic surveillance in each building that it leases, owns, or otherwise uses as a school building that contains ACM or is assumed to contain ACM.

(2) Each person performing periodic surveillance shall:

- (i) Visually inspect all areas that are identified in the management plan as ACM or assumed ACM.
- (ii) Record the date of the surveillance, his or her name, and any changes in the condition of the materials.
- (iii) Submit to the person designated to carry out general local education agency responsibilities under 763.84 a copy of such record for inclusion in the management plan.

763.93 Management plans.

(a)

(1) On or before October 12, 1988, each local education agency shall develop an asbestos management plan for each school, including all buildings that they lease, own, or otherwise use as school buildings, and submit the plan to an Agency designated by the Governor of the State in which the local education agency is located. The plan may be submitted in stages that cover a portion of the school

buildings under the authority of the local education agency.

(2) If a building to be used as part of a school is leased or otherwise acquired after October 12, 1988, the local education agency shall include the new building in the management plan for the school prior to its use as a school building. The revised portions of the management plan shall be submitted to the Agency designated by the Governor.

(3) If a local education agency begins to use a building as a school after October 12, 1988, the local education agency shall submit a management plan for the school to the Agency designated by the Governor prior to its use as a school.

(b) On or before October 17, 1987, the Governor of each State shall notify local education agencies in the State regarding where to submit their management plans. States may establish administrative procedures for reviewing management plans. If the Governor does not disapprove a management plan within 90 days after receipt of the plan, the local education agency shall implement the plan.

(c) Each local education agency must begin implementation of its management plan on or before July 9, 1989, and complete implementation in a timely fashion.

(d) Each local education agency shall maintain and update its management plan to keep it current with ongoing operations and maintenance, periodic surveillance, inspection, reinspection, and response action activities. All provisions required to be included in the management plan under this section shall be retained as part of the management plan, as well as any information that has been revised to bring the plan up-to-date.

(e) The management plan shall be developed by an accredited management planner and shall include:

(1) A list of the name and address of each school building and whether the school building contains friable ACM, nonfriable ACM, and friable and nonfriable suspected ACM assumed to be ACM.

(2) For each inspection conducted before the December 14, 1987:

- (i) The date of the inspection.
- (ii) A blueprint, diagram, or written description of each school building that identifies clearly each location and approximate square or linear footage of any homogeneous or sampling area

where material was sampled for ACM, and, if possible, the exact locations where bulk samples were collected, and the dates of collection.

(iii) A copy of the analyses of any bulk samples, dates of analyses, and a copy of any other laboratory reports pertaining to the analyses.

(iv) A description of any response actions or preventive measures taken to reduce asbestos exposure, including if possible, the names and addresses of all contractors involved, start and completion dates of the work, and results of any air samples analyzed during and upon completion of the work.

(v) A description of assessments, required to be made under 763.88, of material that was identified before December 14, 1987, as friable ACM or friable suspected ACM assumed to be ACM, and the name and signature, State of accreditation, and if applicable, accreditation number of each accredited person making the assessments.

(3) For each inspection and reinspection conducted under 763.85:

(i) The date of the inspection or reinspection and the name and signature, State of accreditation and, if applicable, the accreditation number of each accredited inspector performing the inspection or reinspection.

(ii) A blueprint, diagram, or written description of each school building that identifies clearly each location and approximate square or linear footage of homogeneous areas where material was sampled for ACM, the exact location where each bulk sample was collected, date of collection, homogeneous areas where friable suspected ACM is assumed to be ACM, and where nonfriable suspected ACM is assumed to be ACM.

(iii) A description of the manner used to determine sampling locations, and the name and signature of each accredited inspector collecting samples, the State of accreditation, and if applicable, his or her accreditation number.

(iv) A copy of the analyses of any bulk samples collected and analyzed, the name and address of any laboratory that analyzed bulk samples, a statement that the laboratory meets the applicable requirements of 763.87(a) the date of analysis, and the name and signature of the person performing the analysis.

(v) A description of assessments, required to be made under 763.88, of all ACM and suspected ACM assumed

to be ACM, and the name, signature, State of accreditation, and if applicable, accreditation number of each accredited person making the assessments.

(4) The name, address, and telephone number of the person designated under 763.84 to ensure that the duties of the local education agency are carried out, and the course name, and dates and hours of training taken by that person to carry out the duties.

(5) The recommendations made to the local education agency regarding response actions, under 763.88(d), the name, signature, State of accreditation of each person making the recommendations, and if applicable, his or her accreditation number.

(6) A detailed description of preventive measures and response actions to be taken, including methods to be used, for any friable ACM, the locations where such measures and action will be taken, reasons for selecting the response action or preventive measure, and a schedule for beginning and completing each preventive measure and response action.

(7) With respect to the person or persons who inspected for ACM and who will design or carry out response actions, except for operations and maintenance, with respect to the ACM, one of the following statements:

(i) If the State has adopted a contractor accreditation program under section 206(b) of Title II of the Act, a statement that the person(s) is accredited under such plan.

(ii) A statement that the local education agency used (or will use) persons who have been accredited by another State which has adopted a contractor accreditation plan under section 206(b) of Title II of the Act or is accredited by an EPA-approved course under section 206(c) of Title II of the Act.

(8) A detailed description in the form of a blueprint, diagram, or in writing of any ACM or suspected ACM assumed to be ACM which remains in the school once response actions are undertaken pursuant to 763.90. This description shall be updated as response actions are completed.

(9) A plan for reinspection under 763.85, a plan for operations and maintenance activities under 763.91, and a plan for periodic surveillance under 763.92, a description of the recommendation made by the management planner regarding additional cleaning under 763.91(c)(2) as part of an operations and maintenance program, and the response of the local

education agency to that recommendation.

(10) A description of steps taken to inform workers and building occupants, or their legal guardians, about inspections, reinspections, response actions, and post-response action activities, including periodic reinspection and surveillance activities that are planned or in progress.

(11) An evaluation of the resources needed to complete response actions successfully and carry out reinspection, operations and maintenance activities, periodic surveillance and training.

(12) With respect to each consultant who contributed to the management plan, the name of the consultant and one of the following statements:

(i) If the State has adopted a contractor accreditation plan under section 206(b) of Title II of the Act, a statement that the consultant is accredited under such plan.

(ii) A statement that the contractor is accredited by another State which has adopted a contractor accreditation plan under section 206(b) of Title II of the Act, or is accredited by an EPA-approved course developed under section 206(c) of Title II of the Act.

(f) A local education agency may require each management plan to contain a statement signed by an accredited management plan developer that such person has prepared or assisted in the preparation of such plan or has reviewed such plan, and that such plan is in compliance with this subpart E. Such statement may not be signed by a person who, in addition to preparing or assisting in preparing the management plan, also implements (or will implement) the management plan.

(g)

(1) Upon submission of a management plan to the Governor for review, a local education agency shall keep a copy of the plan in its administrative office. The management plans shall be available, without cost or restriction, for inspection by representatives of EPA and the State, the public, including teachers, other school personnel and their representatives, and parents. The local education agency may charge a reasonable cost to make copies of management plans.

(2) Each local education agency shall maintain in its administrative office a complete, updated copy of a management plan for each school under its administrative control or direction. The management plans shall be available,

during normal business hours, without cost or restriction, for inspection by representatives of EPA and the State, the public, including teachers, other school personnel and their representatives, and parents. The local education agency may charge a reasonable cost to make copies of management plans.

(3) Each school shall maintain in its administrative office a complete, updated copy of the management plan for that school. Management plans shall be available for inspection, without cost or restriction, to workers before work begins in any area of a school building. The school shall make management plans available for inspection to representatives of EPA and the State, the public, including parents, teachers, and other school personnel and their representatives within 5 working days after receiving a request for inspection. The school may charge a reasonable cost to make copies of the management plan.

(4) Upon submission of its management plan to the Governor and at least once each school year, the local education agency shall notify in writing parent, teacher, and employee organizations of the availability of management plans and shall include in the management plan a description of the steps taken to notify such organizations, and a dated copy of the notification. In the absence of any such organizations for parents, teachers, or employees, the local education agency shall provide written notice to that relevant group of the availability of management plans and shall include in the management plan a description of the steps taken to notify such groups, and a dated copy of the notification.

(h) Records required under 763.94 shall be made by local education agencies and maintained as part of the management plan.

(i) Each management plan must contain a true and correct statement, signed by the individual designated by the local education agency under 763.84, which certifies that the general, local education agency responsibilities, as stipulated by 763.84, have been met or will be met.

763.94 Recordkeeping.

(a) Records required under this section shall be maintained in a centralized location in the administrative office of both the school and the local education agency as part of the management plan. For each

homogeneous area where all ACM has been removed, the local education agency shall ensure that such records are retained for 3 years after the next reinspection required under 763.85(b)(1), or for an equivalent period.

(b) For each preventive measure and response action taken for friable and nonfriable ACM and friable and nonfriable suspected ACM assumed to be ACM, the local education agency shall provide:

(1) A detailed written description of the measure or action, including methods used, the location where the measure or action was taken, reasons for selecting the measure or action, start and completion dates of the work, names and addresses of all contractors involved, and if applicable, their State of accreditation, and accreditation numbers, and if ACM has been removed, the name and location of storage or disposal site of the ACM.

(2) The name and signature of any person collecting any air sample required to be collected at the completion of certain response actions specified by 763.90(i), the locations where samples were collected, date of collection, the name and address of the laboratory analyzing the samples, the date of analysis, the results of the analysis, the method of analysis, the name and signature of the person performing the analysis, and a statement that the laboratory meets the applicable requirements of 763.90(i)(2)(ii).

(c) For each person required to be trained under 763.92(a) (1) and (2), the local education agency shall provide the person's name and job title, the date that training was completed by that person, the location of the training, and the number of hours completed in such training.

(d) For each time that periodic surveillance under 763.92(b) is performed, the local education agency shall record the name of each person performing the surveillance, the date of the surveillance, and any changes in the conditions of the materials.

(e) For each time that cleaning under 763.91(c) is performed, the local education agency shall record the name of each person performing the cleaning, the date of such cleaning, the locations cleaned, and the methods used to perform such cleaning.

(f) For each time that operations and maintenance activities under 763.91(d) are performed, the local education agency shall record the name of each person performing

the activity, the start and completion dates of the activity, the locations where such activity occurred, a description of the activity including preventive measures used, and if ACBM is removed, the name and location of storage or disposal site of the ACM.

(g) For each time that major asbestos activity under 763.91(e) is performed, the local education agency shall provide the name and signature, State of accreditation, and if applicable, the accreditation number of each person performing the activity, the start and completion dates of the activity, the locations where such activity occurred, a description of the activity including preventive measures used, and if ACBM is removed, the name and location of storage or disposal site of the ACM.

(h) For each fiber release episode under 763.91(f), the local education agency shall provide the date and location of the episode, the method of repair, preventive measures or response action taken, the name of each person performing the work, and if ACBM is removed, the name and location of storage or disposal site of the ACM. (Approved by the Office of Management and Budget under control number 2070-0091)

763.95 Warning labels.

(a) The local education agency shall attach a warning label immediately adjacent to any friable and nonfriable ACBM and suspected ACBM assumed to be ACM located in routine maintenance areas (such as boiler rooms) at each school building. This shall include:

- (1) Friable ACBM that was responded to by a means other than removal.
- (2) ACBM for which no response action was carried out.

(b) All labels shall be prominently displayed in readily visible locations and shall remain posted until the ACBM that is labeled is removed.

(c) The warning label shall read, in print which is readily visible because of large size or bright color, as follows:
CAUTION: ASBESTOS. HAZARDOUS.
DO NOT DISTURB WITHOUT PROPER TRAINING AND EQUIPMENT.

763.97 Compliance and enforcement.

(a) Compliance with Title II of the Act

- (1) Section 207(a) of Title II of the Act

(15 U.S.C. 2647) makes it unlawful for any local education agency to:

- (i) Fail to conduct inspections pursuant to section 203(b) of Title II of the Act, including failure to follow procedures and failure to use accredited personnel and laboratories.
- (ii) Knowingly submit false information to the Governor regarding any inspection pursuant to regulations under section 203(i) of Title II of the Act.
- (iii) Fail to develop a management plan pursuant to regulations under section 203(i) of Title II of the Act.

(2) Section 207(a) of Title II of the Act (15 U.S.C. 2647) also provides that any local education agency which violates any provision of section 207 shall be liable for a civil penalty of not more than \$5,000 for each day during which the violation continues. For the purposes of this subpart, a "violation" means a failure to comply with respect to a single school building.

(b) Compliance with Title I of the Act

(1) Section 15(1)(D) of Title I of the Act (15 U.S.C. 2614) makes it unlawful for any person to fail or refuse to comply with any requirement of Title II or any rule promulgated or order issued under Title II. Therefore, any person who violates any requirement of this subpart is in violation of section 15 of Title I of the Act.

(2) Section 15(3) of Title I of the Act (15 U.S.C. 2614) makes it unlawful for any person to fail or refuse to establish or maintain records, submit reports, notices or other information, or permit access to or copying of records, as required by this Act or a rule thereunder.

(3) Section 15(4) (15 U.S.C. 2614) of Title I of the Act makes it unlawful for any person to fail or refuse to permit entry or inspection as required by section 11 of Title I of the Act.

(4) Section 16(a) of Title I of the Act (15 U.S.C. 2615) provides that any person who violates any provision of section 15 of Title I of the Act shall be liable to the United States for a civil penalty in an amount not to exceed \$25,000 for each such violation. Each day such a violation continues shall, for purposes of this paragraph, constitute a separate violation of section 15. A local education agency is not liable for any civil penalty under Title I of the Act for failing or refusing to comply with any rule promulgated or order issued under Title II of the Act.

(c) Criminal penalties. If any violation committed by any person (including a local education agency) is knowing or willful, criminal penalties may be assessed under

section 16(b) of Title I of the Act.

(d) Injunctive relief. The Agency may obtain injunctive relief under section 208(b) of Title II of the Act to respond to a hazard which poses an imminent and substantial endangerment to human health or the environment or section 17 (15 U.S.C. 2616) of Title I of the Act to restrain any violation of section 15 of Title I of the Act or to compel the taking of any action required by or under Title I of the Act.

(e) Citizen complaints. Any citizen who wishes to file a complaint pursuant to section 207(d) of Title II of the Act should direct the complaint to the Governor of the State or the EPA Asbestos Ombudsman, 401 M Street, SW., Washington, DC 20460. The citizen complaint should be in writing and identified as a citizen complaint pursuant to section 207(d) of Title II of TSCA. The EPA Asbestos Ombudsman or the Governor shall investigate and respond to the complaint within a reasonable period of time if the allegations provide a reasonable basis to believe that a violation of the Act has occurred.

(f) Inspections. EPA may conduct inspections and review management plans under section 11 of Title I of the Act (15 U.S.C. 2610) to ensure compliance.

763.98 Waiver; delegation to State.

(a) General.

(1) Upon request from a State Governor and after notice and comment and an opportunity for a public hearing in accordance with paragraphs (b) and (c) of this section, EPA may waive some or all of the requirements of this subpart E if the State has established and is implementing or intends to implement a program of asbestos inspection and management that contains requirements that are at least as stringent as the requirements of this subpart E.

(2) A waiver from any requirement of this subpart E shall apply only to the specific provision for which a waiver has been granted under this section. All requirements of this subpart E shall apply until a waiver is granted under this section.

(b) Request. Each request by a Governor to waive any requirement of this subpart E shall be sent with three complete copies of the request to the Regional Administrator for the EPA Region in which the State is located and shall include:

- (1) A copy of the State provisions or proposed provisions relating to its program of asbestos inspection and management in schools for which the

request is made.

(2)

(i) The name of the State agency that is or will be responsible for administering and enforcing the requirements for which a waiver is requested, the names and job titles of responsible officials in that agency, and phone numbers where the officials can be contacted.

(ii) In the event that more than one agency is or will be responsible for administering and enforcing the requirements for which a waiver is requested, a description of the functions to be performed by each agency, how the program will be coordinated by the lead agency to ensure consistency and effective administration in the asbestos inspection and management program within the State, the names and job titles of responsible officials in the agencies, and phone numbers where the officials can be contacted. The lead agency will serve as the central contact point for the EPA.

(3) Detailed reasons, supporting papers, and the rationale for concluding that the State's asbestos inspection and management program provisions for which the request is made are at least as stringent as the requirements of this subpart E.

(4) A discussion of any special situations, problems, and needs pertaining to the waiver request accompanied by an explanation of how the State intends to handle them.

(5) A statement of the resources that the State intends to devote to the administration and enforcement of the provisions relating to the waiver request.

(6) Copies of any specific or enabling State laws (enacted and pending enactment) and regulations (promulgated and pending promulgation) relating to the request, including provisions for assessing criminal and/or civil penalties.

(7) Assurance from the Governor, the Attorney General, or the legal counsel of the lead agency that the lead agency or other cooperating agencies have the legal authority necessary to carry out the requirements relating to the request.

(c) General notice hearing.

(1) Within 30 days after receipt of a request for a waiver, EPA will determine the completeness of the request. If EPA does not request further information within the 30-day period, the request will be deemed complete.

(2) Within 30 days after EPA determines that a request is complete, EPA will issue for publication in the Federal Register a

notice that announces receipt of the request, describes the information submitted under paragraph (b) of this section, and solicits written comment from interested members of the public. Comments must be submitted within 60 days.

(3) If, during the comment period, EPA receives a written objection to a Governor's request and a request for a public hearing detailing specific objections to the granting of a waiver, EPA will schedule a public hearing to be held in the affected State after the close of the comment period and will announce the public hearing date in the Federal Register before the date of the hearing. Each comment shall include the name and address of the person submitting the comment.

(d) Criteria. EPA may waive some or all of the requirements of subpart E of this part if:

(1) The State's lead agency and other cooperating agencies have the legal authority necessary to carry out the provisions of asbestos inspection and management in schools relating to the waiver request.

(2) The State's program of asbestos inspection and management in schools relating to the waiver request and implementation of the program are or will be at least as stringent as the requirements of this subpart E.

(3) The State has an enforcement mechanism to allow it to implement the program described in the waiver request.

(4) The lead agency and any cooperating agencies have or will have qualified personnel to carry out the provisions relating to the waiver request.

(5) The State will devote adequate resources to the administration and enforcement of the asbestos inspection and management provisions relating to the waiver request.

(6) When specified by EPA, the State gives satisfactory assurances that necessary steps, including specific actions it proposes to take and a time schedule for their accomplishment, will be taken within a reasonable time to conform with applicable criteria under paragraphs (d) (2) through (4) of this section.

(e) Decision. EPA will issue for publication in the Federal Register a notice announcing its decision to grant or deny, in whole or in part, a Governor's request for a waiver from some or all of the requirements of this subpart E within 30 days after the close of the comment period or within 30 days following a public hearing, whichever is applicable. The notice will include the

Agency's reasons and rationale for granting or denying the Governor's request. The 30-day period may be extended if mutually agreed upon by EPA and the State.

(f) Modifications. When any substantial change is made in the administration or enforcement of a State program for which a waiver was granted under this section, a responsible official in the lead agency shall submit such changes to EPA.

(g) Reports. The lead agency in each State that has been granted a waiver by EPA from any requirement of subpart E of this part shall submit a report to the Regional Administrator for the Region in which the State is located at least once every 12 months to include the following information:

(1) A summary of the State's implementation and enforcement activities during the last reporting period relating to provisions waived under this section, including enforcement actions taken.

(2) Any changes in the administration or enforcement of the State program implemented during the last reporting period.

(3) Other reports as may be required by EPA to carry out effective oversight of any requirement of this subpart E that was waived under this section.

(h) Oversight. EPA may periodically evaluate the adequacy of a State's implementation and enforcement of and resources devoted to carrying out requirements relating to the waiver. This evaluation may include, but is not limited to, site visits to local education agencies without prior notice to the State.

(i) Informal conference.

(1) EPA may request that an informal conference be held between appropriate State and EPA officials when EPA has reason to believe that a State has failed to:

(i) Substantially comply with the terms of any provision that was waived under this section.

(ii) Meet the criteria under paragraph (d) of this section, including the failure to carry out enforcement activities or act on violations of the State program.

(2) EPA will:

(i) Specify to the State those aspects of the State's program believed to be inadequate.

(ii) Specify to the State the facts that underlie the belief of inadequacy.

(3) If EPA finds, on the basis of information submitted by the State at the conference, that deficiencies did not exist or were corrected by the State, no further action is required.

(4) Where EPA finds that deficiencies in the State program exist, a plan to correct the deficiencies shall be negotiated between the State and EPA. The plan shall detail the deficiencies found in the State program, specify the steps the State has taken or will take to remedy the deficiencies, and establish a schedule for each remedial action to be initiated.

(j) Rescission.

(1) If the State fails to meet with EPA or fails to correct deficiencies raised at the informal conference, EPA will deliver to the Governor of the State and a responsible official in the lead agency a written notice of its intent to rescind, in whole or part, the waiver.

(2) EPA will issue for publication in the Federal Register a notice that announces the rescission of the waiver, describes those aspects of the State's program determined to be inadequate, and specifies the facts that underlie the findings of inadequacy.

763.99 Exclusions.

(a) A local education agency shall not be required to perform an inspection under 763.85(a) in any sampling area as defined in 40 CFR 763.103 or homogeneous area of a school building where:

(1) An accredited inspector has determined that, based on sampling records, friable ACBM was identified in that homogeneous or sampling area during an inspection conducted before December 14, 1987. The inspector shall sign and date a statement to that effect with his or her State of accreditation and, if applicable, accreditation number and, within 30 days after such determination, submit a copy of the statement to the person designated under 763.84 for inclusion in the management plan. However, an accredited inspector shall assess the friable ACBM under 763.88.

(2) An accredited inspector has determined that, based on sampling records, nonfriable ACBM was identified in that homogeneous or sampling area during an inspection conducted before December 14, 1987. The inspector shall sign and date a statement to that effect with his or her State of accreditation and, if applicable, accreditation number and, within 30 days after such determination, submit a copy of the statement to the person designated under 763.84 for inclusion in the management plan. However, an accredited inspector shall identify whether material that was nonfriable has become friable since that

previous inspection and shall assess the newly-friable ACBM under 763.88.

(3) Based on sampling records and inspection records, an accredited inspector has determined that no ACBM is present in the homogeneous or sampling area and the records show that the area was sampled, before December 14, 1987 in substantial compliance with 763.85(a), which for purposes of this section means in a random manner and with a sufficient number of samples to reasonably ensure that the area is not ACBM.

(i) The accredited inspector shall sign and date a statement, with his or her State of accreditation and if applicable, accreditation number that the homogeneous or sampling area determined not to be ACBM was sampled in substantial compliance with 763.85(a).

(ii) Within 30 days after the inspector's determination, the local education agency shall submit a copy of the inspector's statement to the EPA Regional Office and shall include the statement in the management plan for that school.

(4) The lead agency responsible for asbestos inspection in a State that has been granted a waiver from 763.85(a) has determined that, based on sampling records and inspection records, no ACBM is present in the homogeneous or sampling area and the records show that the area was sampled before December 14, 1987, in substantial compliance with 763.85(a). Such determination shall be included in the management plan for that school.

(5) An accredited inspector has determined that, based on records of an inspection conducted before December 14, 1987, suspected ACBM identified in that homogeneous or sampling area is assumed to be ACM. The inspector shall sign and date a statement to that effect, with his or her State of accreditation and, if applicable, accreditation number and, within 30 days of such determination, submit a copy of the statement to the person designated under 763.84 for inclusion in the management plan. However, an accredited inspector shall identify whether material that was nonfriable suspected ACBM assumed to be ACM has become friable since the previous inspection and shall assess the newly friable material and previously identified friable suspected ACBM assumed to be ACM under 763.88.

(6) Based on inspection records and

contractor and clearance records, an accredited inspector has determined that no ACBM is present in the homogeneous or sampling area where asbestos removal operations have been conducted before December 14, 1987, and shall sign and date a statement to that effect and include his or her State of accreditation and, if applicable, accreditation number. The local education agency shall submit a copy of the statement to the EPA Regional Office and shall include the statement in the management plan for that school.

(7) An architect or project engineer responsible for the construction of a new school building built after October 12, 1988, or an accredited inspector signs a statement that no ACBM was specified as a building material in any construction document for the building, or, to the best of his or her knowledge, no ACBM was used as a building material in the building. The local education agency shall submit a copy of the signed statement of the architect, project engineer, or accredited inspector to the EPA Regional Office and shall include the statement in the management plan for that school.

(b) The exclusion, under paragraphs (a) (1) through (4) of this section, from conducting the inspection under 763.85(a) shall apply only to homogeneous or sampling areas of a school building that were inspected and sampled before October 17, 1987. The local education agency shall conduct an inspection under 763.85(a) of all areas inspected before October 17, 1987, that were not sampled or were not assumed to be ACM.

(c) If ACBM is subsequently found in a homogeneous or sampling area of a local education agency that had been identified as receiving an exclusion by an accredited inspector under paragraphs (a) (3), (4), (5) of this section, or an architect, project engineer or accredited inspector under paragraph (a)(7) of this section, the local education agency shall have 180 days following the date of identification of ACBM to comply with this subpart E.

This document was translated on 21.05.96.
By: NVI-DataNet 0

LIST OF APPROVED ASBESTOS TRAINING PROVIDERS IN TEXAS

A/P Resources, Inc.
5828 Sebastian, Suite 102
San Antonio, Texas 78249
Ron Bishop
(210) 841-8284
fax: (210) 641-9741

Courses:

Abatement Worker and Refresher
Contractor/Supervisor and Refresher
Inspector and Refresher
Management Planner and Refresher
Project Designer and Refresher
Air Monitoring Technician and Refresher
Texas Law and Regulations

Abateco, Inc.
1438 Campbell Road, Suite 214
Houston, Texas 77055
Edward H. Zausler
(713) 461-0892
fax: (713) 461-9695

Courses:

Abatement Worker and Refresher
Contractor/Supervisor and Refresher
Texas Law and Regulations

Acme Environmental, Inc.
4007 Carlisle NE
Albuquerque, NM 87107
David Charlesworth
(505) 872-2263
fax: (505) 889-8261

Courses:

Abatement Worker and Refresher
Contractor/Supervisor and Refresher
Inspector and Refresher
Management Planner and Refresher
Project Designer and Refresher
Air Monitoring Technician and Refresher
Texas Law and Regulations

Analytical Labs
3814 Private Road 4631
Baird, Texas 79504
Bob Dye
(254) 725-6221/6777
fax: (254) 725-7519

Courses:

Abatement Worker and Refresher
Contractor/Supervisor and Refresher
Air Monitoring Technician and Refresher
Texas Law and Regulations

Ashley Environmental Services
4203 Aztec
Pasadena, Texas 77504
Jesse D. Ashley
(281) 487-4833
fax:

Courses:

Abatement Worker and Refresher
Contractor/Supervisor and Refresher
Project Designer and Refresher
Air Monitoring Technician and Refresher
Texas Law and Regulations

ENSR Corporation
3000 Richmond Avenue, Suite 400
Houston, Texas 77098
Chris Merrifield
(713) 520-9900
fax: (713) 520-6802

Abatement Worker and Refresher
Contractor/Supervisor and Refresher
Inspector and Refresher
Management Planner and Refresher
Project Designer and Refresher
Air Monitoring Technician and Refresher
Texas Law and Regulations

~~Educational Construction Consultants, Inc.
11804 North Lamar
Austin, Texas 78753
Carol Nelson/Ralph Young
(512) 836-7628
fax: (512) 491-5134~~

Courses:

~~Abatement Worker and Refresher
Contractor/Supervisor and Refresher
Inspector and Refresher
Management Planner and Refresher
Air Monitoring Technician and Refresher
Texas Law and Regulations~~

NO LONGER

Enviro/Con Services, Inc.
4916 Highway 6 North
Houston, Texas 77084
Douglas S. Shotwell
(281) 855-9677
fax: (281) 855-0287

Courses:

Abatement Worker and Refresher
Contractor/Supervisor and Refresher
Inspector and Refresher
Management Planner and Refresher
Project Designer and Refresher
Air Monitoring Technician and Refresher
Texas Law and Regulations

LIST OF APPROVED ASBESTOS TRAINING PROVIDERS IN TEXAS

Environmental Compliance Group, Inc.
1402 Glenhill
P.O. Box 294704
Lewisville, Texas 75029-4704
James Scales
(972) 436-8797
fax: (972) 219-9891

Courses:

Abatement Worker and Refresher
Contractor/Supervisor and Refresher
Inspector and Refresher
Management Planner and Refresher
Project Designer and Refresher
Texas Law and Regulations

Environmental/Occupational Solutions Corp.
16845 Blanco Road, 102B
San Antonio, Texas 78232
Jon D. Jackson
(210) 493-3688
fax: (210) 493-6008

Courses:

Abatement Worker and Refresher
Contractor/Supervisor and Refresher
Inspector and Refresher
Management Planner and Refresher
Project Designer and Refresher
Air Monitoring Technician and Refresher
Texas Law and Regulations

Envirotest, Inc.
3902 Braxton Drive
Houston, Texas 77063
Daniel J. Gerhardt
(713) 782-4181
fax: (713) 782-3428

Courses:

Worker Refresher
Contractor/Supervisor and Refresher
Inspector and Refresher
Management Planner and Refresher
Air Monitoring Technician and Refresher
Texas Law and Regulations

GEBCO Associates, Inc.
669 Airport Freeway, Suite 210
Hurst, Texas 76053
Eugene Witkowski
(817) 288-4086
fax: (817) 282-9886

Courses:

Abatement Worker and Refresher
Contractor/Supervisor and Refresher
Inspector and Refresher
Management Planner and Refresher
Project Designer and Refresher
Air Monitoring Technician and Refresher
Texas Law and Regulations

Institute of Environmental Training
4601 Buffalo Gap Road, Suite A-5
Abilene, Texas 79606
Gene Walker
(915) 691-0172
fax: (915) 695-8455

Courses:

Abatement Worker and Refresher
Contractor/Supervisor and Refresher
Inspector
Management Planner
Air Monitoring Technician and Refresher
Texas Law and Regulations

International Assn. of Heat & Frost Insulators & Asbestos
Workers - Local Union No. 22
3219 Pasadena Blvd.
Pasadena, Texas 77503
Robert Chadwick
(713) 473-0888
fax: (713) 473-1787

Courses:

Abatement Worker and Refresher
Contractor/Supervisor and Refresher
Texas Law and Regulations

Mayhew Environmental Training Assoc., Inc.
P.O. Box 786
Lawrence, Kansas 66044
Thomas Bradford Mayhew
(800) 444-6382
fax: (785) 842-1349

Courses:

Abatement Worker and Refresher
Contractor/Supervisor and Refresher
Inspector and Refresher
Management Planner and Refresher
Project Designer and Refresher
Air Monitoring Technician and Refresher
Texas Law and Regulations

NSC Corporation
1201 Childers Road
Orange, Texas 77630
Casey Friberg
(409) 883-4344
fax: (409) 888-0187

Courses:

Abatement Worker and Refresher
Contractor/Supervisor and Refresher

LIST OF APPROVED ASBESTOS TRAINING PROVIDERS IN TEXAS

NATEC of Texas, Inc.
9802 Lawndale
Houston, Texas 77017
David Roberts
(713) 472-4022
fax: (713) 668-9675

Courses:

Abatement Worker and Refresher
Contractor/Supervisor and Refresher
Inspector Refresher
Management Planner Refresher
Project Designer Refresher
Air Monitoring Technician and Refresher
Texas Law and Regulations

New Century Energies
550 15th Street
Denver, CO 80202
Tom Amen
(303) 571-7280

Courses:

Abatement Worker Refresher
Contractor/Supervisor Refresher
Inspector Refresher
Texas Law and Regulations

Occupational Health & Safety Training Institute
4580 Washington Blvd
Beaumont, Texas 77707
Marion Foster
(409) 842-6760/(888)34-OHSTI
fax: (409) 842-6763

Courses:

Abatement Worker and Refresher
Contractor/Supervisor and Refresher
Inspector and Refresher
Management Planner and Refresher
Project Designer and Refresher
Air Monitoring Technician and Refresher
Texas Law and Regulations

Pioneer Environmental
4414 Centerview, Suite 160
San Antonio, Texas 78228
Clemente Debroyas III
(210) 737-6390
fax: (210) 737-2974

Courses:

Abatement Worker and Refresher
Contractor/Supervisor and Refresher
Inspector and Refresher
Management Planner and Refresher
Project Designer and Refresher
Air Monitoring Technician and Refresher
Texas Law & Regulations

SafeNet Environmental Services, LLC
3945 Doniphan Park Circle, Suite F
El Paso, TX 79922
David Alexander
(915) 587-6900
fax: (915) 587-6913

Courses:

Abatement Worker and Refresher
Contractor/Supervisor and Refresher
Inspector and Refresher
Management Planner and Refresher
Project Designer and Refresher
Air Monitoring Technician and Refresher
Texas Law and Regulations

Scientific Investigation & Instruction Institute
9130 Jollyville Road, Suite 350
Austin, Texas 78759
John M. Barrett, Jr.
(512) 338-5379
fax: (512) 338-9192

Courses:

Abatement Worker and Refresher
Contractor/Supervisor and Refresher
Inspector and Refresher
Management Planner Refresher
Project Designer and Refresher
Air Monitoring Technician and Refresher
Texas Law and Regulations

South Central Laborers Training & Apprenticeship Fund
P.O. Box 376
Livonia, Louisiana 70755-0376
Jamie Peers
(504) 637-2311
fax: (504) 637-2368

Courses:

Abatement Worker and Refresher
Contractor/Supervisor and Refresher
Texas Law and Regulations

Texas Engineering Extension Service (TEEX)
Texas A&M University System
Public Sector Training Division
College Station, Texas 77843-8000
Phil Myers
(800) 252-2426/(409) 862-3674
fax: (409) 847-8992

Courses:

Abatement Worker and Refresher
Contractor/Supervisor and Refresher
Inspector and Refresher
Management Planner and Refresher
Project Designer and Refresher
Air Monitoring Technician and Refresher
Texas Law and Regulations

LIST OF APPROVED ASBESTOS TRAINING PROVIDERS IN TEXAS

The University of Texas at Arlington
Southwest Environmental Education Training Center
Box 19206
Arlington, Texas 76019
Diane Ellis
(817) 272-3694
fax: (817) 273-2734

Courses:

Abatement Worker and Refresher
Contractor/Supervisor and Refresher
Inspector and Refresher
Management Planner and Refresher
Project Designer and Refresher
Air Monitoring Technician and Refresher
Texas Law and Regulations

The University of Texas Health Center at Tyler
Occupational & Environmental Training Program
9001 Airport Boulevard, Suite 510
Houston, Texas 77061
Fredy Polanco
(800) 225-0751 or (713) 921-8921
fax: (713) 944-8250

Courses:

Abatement Worker and Refresher
Contractor/Supervisor and Refresher
Inspector and Refresher
Management Planner and Refresher
Project Designer and Refresher
Air Monitoring Technician and Refresher
Texas Law and Regulations

UBC Health & Safety Fund of North America
6341 CR 1200
Cleburne, TX 76031
Herb Kratz
(817) 373-2745
fax: (817) 373-2742

Courses:

Abatement Worker and Refresher
Contractor/Supervisor and Refresher

Compliance Partners, Inc.

300 N. 8th Street, Suite 209
Midlothian, Texas 76065
972-723-9509

INVOICE: 01083102

DATE: August 31, 2001

Contract Number

PROJECT NUMBER: 01804

Zoe Academy
6701 Cullen Blvd.
Houston, Texas 77021
Attn: Dr. Richard Rose

Project Title: Asbestos Survey & Management Plan

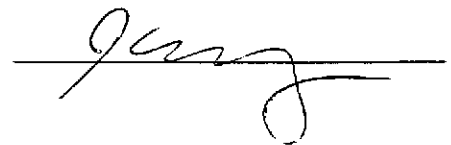
Project Location: Zoe Academy, Houston, Texas

ITEM	UNIT	DESCRIPTION	RATE	AMOUNT
		Professional Services to complete Asbestos Survey and Management plan for the above referenced facility	\$ 1831.30	\$ 1831.30

PLEASE REMIT TO THE ABOVE REMITTANCE ADDRESS

\$1831.30

Respectfully Submitted:



ORIGINAL

Terms: Net 10 days. Balances unpaid after 30 days from invoice date are subject to late charge of 1/2% per month.

00302

ASBESTOS MANAGEMENT PLAN

Prepared for:

Zoe Academy
6701 Cullen Blvd.
Houston, Texas 77021

August 22, 2001

COMPLIANCE PARTNERS, INC.
300 N. 8th Street, Suite 209
Midlothian, Texas 76065

TDH Licensed Asbestos Management Planner Agency
License No. 20-0044

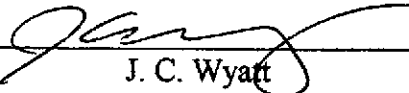
00303

ASBESTOS MANAGEMENT PLAN

Prepared for:

Zoe Academy
6701 Cullen Blvd.
Houston, Texas 77021

August 22, 2001



J. C. Wyatt
Individual Asbestos Management Planner
TDH License No. 20-5110

COMPLIANCE PARTNERS, INC.
300 N. 8th Street, Suite 209
Midlothian, Texas 76065

TDH Licensed Asbestos Management Planner Agency
License No. 20-0044

00304

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FIGURE

Figure 1 ACBM Location Map

ATTACHMENTS

Attachment A Licenses and Certifications

Attachment B Initial Non-Destructive Asbestos Survey

Attachment C Designated Person & Training Records

Attachment D Sample Notification Letters

Attachment E Outside Contractor Listing

1.0 INTRODUCTION & PURPOSE

As required by the Asbestos Hazard Emergency Response Act (AHERA) Section 40 of the Code of Federal Regulations Part 763 (40 CFR 763) a Management Plan shall be developed for each local education agency (LEA) including all buildings that they own, lease, or otherwise use as school buildings and be submitted to the Agency designated by the Governor of the State, (Texas Department of Health, Toxic Substance Control Division, Asbestos Branch).

This plan is provided to meet the requirements of AHERA 40 CFR 763.93 for Zoe Academy located at 6701 Cullen Blvd., Houston, Texas 77021.

This asbestos inspection was conducted on by Compliance Partners, Inc. (CPI), TDH Licensed Asbestos Management Planner Agency, TDH License No. 20-0044. Mr. J. C. Wyatt, TDH Licensed Individual Asbestos Management Planner, TDH License No. 20-5110 conducted the inspection. This Management Plan has been developed by Mr. J. C. Wyatt, TDH Licensed Individual Asbestos Management Planner.

2.0 ASSESSMENT OF NONFRIABLE ACBM

AHERA requires a written hazard assessment of all friable ACMB in a school building (40 CFR 763.88). The ACBM identified in this inspection was observed to be nonfriable and in good condition.

12" x 12" gray / yellow streaked floor tile & mastic (Samples 18, 19, 20)

Approximately 2,200 sq. ft. of this material is located in classrooms 1 through 4, the auditorium, baptistry, and fellowship. The floor tile was nonfriable and in good condition at the time of the inspection. There is carpet over the tile in the classrooms and fellowship. This carpet effectively serves as encapsulation of the tile.

Condition:		Good
Potential for Damage:	water	moderate
	vibration	low
	physical contact	moderate
	air erosion	low
Potential for Damage Ranking:		moderate
Friable:		N
Hazard Ranking:		2

**9" x 9" red/brown floor tile and mastic
(Samples 21, 22, 23)**

Approximately 956 sq. ft. of this material is located in the auditorium. The floor tile was nonfriable and in good condition at the time of the inspection.

Condition:		Good
Potential for Damage:	water	moderate
	vibration	low
	physical contact	moderate
	air erosion	low
Potential for Damage Ranking:		moderate
Friable:		N
Hazard Ranking:		2

**9" x 9" tan floor tile and mastic
(Sample 12)**

There is 4 sq. ft. of this tile located in the baptistry. The floor tile was nonfriable and in good condition at the time of the inspection.

Condition:		Good
Potential for Damage:	water	moderate
	vibration	low
	physical contact	moderate
	air erosion	low
Potential for Damage Ranking:		moderate
Friable:		N
Hazard Ranking:		2

See Figure 1 of this Management Plan for locations of nonfriable ACBM.

3.0 MANAGEMENT PLAN ELEMENTS

§763.93(e)(5)

ASBESTOS MANAGEMENT OPTIONS

Basically, two options are available for management of the nonfriable asbestos containing building materials identified in the attached survey (Appendix B): 1) Remove all identified ACBM in building, and; 2) place nonfriable ACBM in a Operations & Maintenance (O&M) Program pending removal during scheduled renovation activities. The best long term solution is abatement however, this option may not be feasible on the short term.

Option 1 - Abatement

Description	Amount	Budget
Floor Tile & Mastic	3,160 sq. ft.	17,380.00
Project design, management, air monitoring		2,000.00
Contingency		200.00
Total Amount to Abate Identified ACM		19,580.00

This is a budget estimate. Estimate does not include any fees or taxes.

Option 2 - Management in Place

As previously stated, the best long term solution is the removal of all ACBM. In the event that option is not feasible, proper management is necessary to ensure compliance with relevant state and federal regulations.

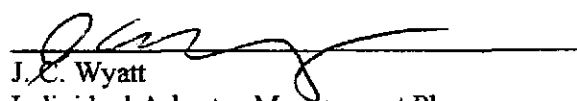
The LEA shall implement in a timely manner the appropriate response actions consistent with the Initial Survey. These actions shall be sufficient to protect human health and the environment. The nonfriable ACBM present was observed to be in good condition. No response actions are required at this time.

Identified ACBM present at Zoe Academy, Houston, Texas location should be placed in an Operations & Maintenance (O&M) Program pending abatement during planned future renovations.

Approximate cost for preparation of O&M Program is \$ 1,000.00.

The ACM floor tile may be encapsulated by laying another floor tile over the ACM tile or covering the ACM with carpet. It must be noted that should installation or maintenance associated with either carpeting or tile damages the ACM tile, appropriate response actions are required. Also, it is likely that installing tile or carpet over the ACM tile will adhere the two materials in such a manner as to prevent future removal of the top material without disturbing and damaging the ACM tile. Care consideration should be given to these issues before tile or carpet is installed over the ACM tile. The ACM tile will still require O&M activities and monitoring.

The recommendations stated above were prepared by Mr. J. C. Wyatt, TDH Licensed Individual Asbestos Management Planner, No. 20-5110.


J.C. Wyatt
Individual Asbestos Management Planner
License No. 20-5110

§763.93(e)(1)

The building included in this management plan is:

Facility Name	Address	ACM Summary
Zoe Academy	6701 Cullen Blvd. Houston, Texas 77021	Nonfriable ACBM

§763.93(e)(2)

No previous asbestos survey was available for review at the time of the inspection.

§763.93(e)(3)

A non-destructive asbestos inspection was conducted at the request of Ms. Becky Olivarez with Zoe Academy by Compliance Partners, Inc. (CPI), TDH Licensed Asbestos Management Planner Agency, TDH License No. 20-0044. Applicable licenses are provided in Attachment A. The inspection was conducted by Mr. J. C. Wyatt, TDH Licensed Individual Asbestos Management Planner, No. 20-5110. This inspection report containing a diagram of sampling locations, homogeneous areas and quantities of identified ACM, sampling methods, and laboratory reports is included as Attachment B to this Management Plan.

§763.93(e)(4)

Attachment C lists the person designated to carry out the duties required by §763.84. Training information and documentation is included in this attachment.

§763.93(e)(6)

No friable ACBM was identified in the building. Nonfriable ACBM located in the building was observed to be in good condition. All identified nonfriable ACBM should be placed in an O&M Program.

§763.93(e)(7)

Zoe Academy will use outside inspectors and contractors licensed by the Texas Department of Health to conduct reinspections and to carry out response actions at the building. A list of outside contractors is provided in Attachment E.

§763.93(e)(8)

No friable ACBM was identified in the area inspected. Identified ACBM is described in Table 1 of the Non-Destructive Asbestos Inspection Report located in Attachment B of this Management Plan. See Figure 1 of this Management Plan for nonfriable ACBM locations.

Pursuant to §763.90 it is recommended that the identified ACBM be placed in an Operations Maintenance (O&M) Program pending future planned renovations. Updates to this section shall be made as response actions or ACBM status changes.

§763.93(e)(9)

Reinspection under §763.85 is required every three years by a licensed asbestos inspector. An Operations & Maintenance Program shall be prepared for all identified ACBM. All O&M activities shall be conducted by a licensed outside contractor.

No friable ACBM, or assumed friable ACM was observed at this location. Only nonfriable ACBM was present in the area of the survey. Licensed outside contractors will be used to remove any nonfriable ACBM that could be disturbed by building activities, prior to conducting such activity.

Periodic surveillance shall be conducted in accordance with §763.92 every six (6) months after the Management Plan is in effect.

§763.93(e)(10)

Sample notification letters used to inform workers, building occupants and their legal guardians about asbestos management activities at the building are included as Attachment D to this Management Plan.

Parents, teachers, and employees will be notified by letter of the availability of the management plan as soon as the plan is executed and is submitted to the state.

§763.93(e)(11)

The response action recommended for this time for the nonfriable ACM present in the survey area is to place in O & M and training.

Attachment E includes a listing of outside abatement contractors to be used in the event identified ACM is to be disturbed or becomes damaged. A complete list of TDH licensed contractors is available from the Texas Department of Health, Austin, Texas.

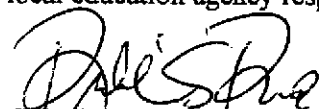
A listing of outside contractors for periodic surveillance is also listed in this Attachment.

An approximate cost for training and periodic surveillance is \$600.00 per occurrence.

§763.93(e)(12)

This Management Plan has been developed by Mr. J. C. Wyatt, TDH Licensed Individual Management Planner, License No. 20-5110, with Compliance Partners, Inc., a TDH Licensed Asbestos Management Planner Agency, TDH License No. 20-0044. A copy of applicable licenses are provided in Attachment A.

In accordance with 40 CFR 763.93(i), I certify that to the best of my knowledge and belief, the general local education agency responsibilities stipulated in 40 CFR 763.84 have been or will be met.



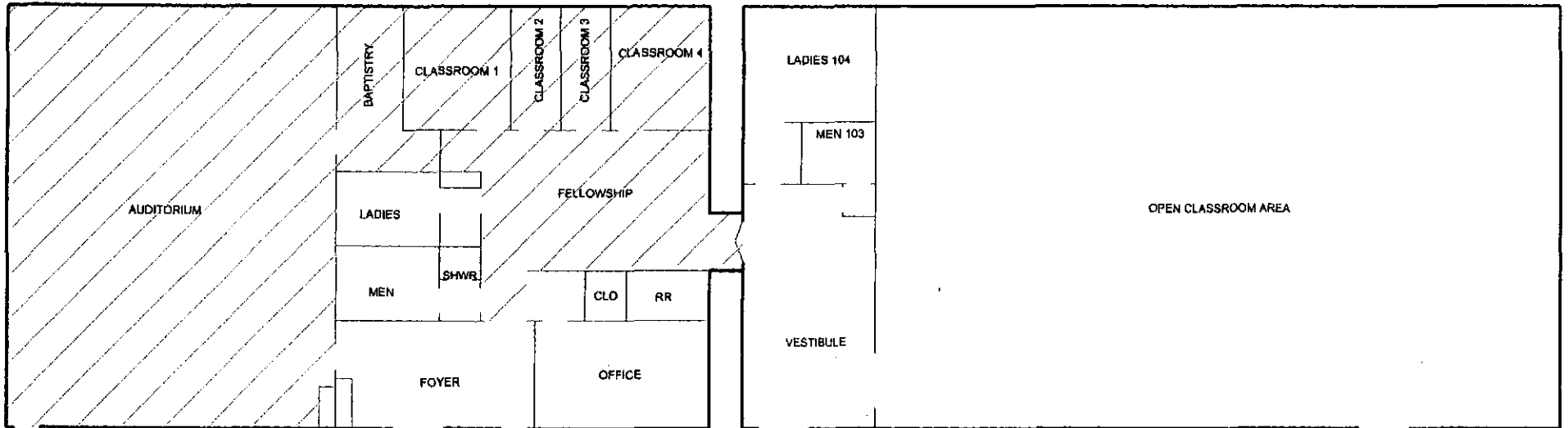
Designated Individual

Date

Figure 1

Identified ACBM Location Map

00311



 ACM Floor Tile

ZOE ACADEMY
 8701 CULLEN BLVD.
 HOUSTON, TEXAS
 FLOOR PLAN

00312

Attachment A
Licenses and Certifications

If found return postage guaranteed: Texas Department of Health
1100 West 49th Street 7C790-178 Austin, Texas 78756

It is a second degree felony to submit any forged or fraudulent documents in order to obtain a license (Texas Penal Code 3710) and that the maximum penalty is twenty (20) years in prison and a \$10,000 fine.

Es una felonía de segundo grado someter documentos falsificados para obtener una licencia (Codigo Penal de Texas 3710) el máximo castigo es de veinte años en prisión y una multa de \$10,000 dolares.

2000

**NOT VALID
WITHOUT STICKER**



Texas Department of Health certifies that:

JAMES C WYATT

License Number 205110

is Licensed as an

**Individual Asbestos Management
Planner**

From 09/26/2000 To 09/25/2001

William R. Aron III, MD
Commissioner

Control No. 53976



00314

TEXAS
DEPARTMENT OF HEALTH

BE IT KNOWN THAT

COMPLIANCE PARTNERS, INC.

is Licensed and authorized to perform as an
Asbestos Management Planner Agency

in the State of Texas within the ~~surview~~  of Texas Civil Statutes, Article 4477-3a,
as amended, so long as this ~~License~~ is not ~~suspended~~ or revoked and is renewed
according to the ~~rules adopted~~ by the ~~Texas~~ Board of Health.

20-0044

License Number

09/19/2000

Issue Date

09/18/2001

Expiration Date

This certificate is void
after expiration date.



Todd F. Wingle, P.E.
Chief, Asbestos Programs Branch
Occupational Safety and Health Division



William R. Archer III, M.D.
Commissioner of Health

VOID IF ALTERED NON-TRANSFERABLE

53842

00315

Attachment B

**Non-Destructive Asbestos Inspection Report
August 24, 2001**

00316

NON-DESTRUCTIVE ASBESTOS INSPECTION

Prepared for:

Zoe Academy
6701 Cullen Blvd.
Houston, Texas 77021

August 24, 2001

COMPLIANCE PARTNERS, INC.
300 N. 8th Street, Suite 209
Midlothian, Texas 76065
TDH Licensed Asbestos Management Planner Agency
License No. 20-0044

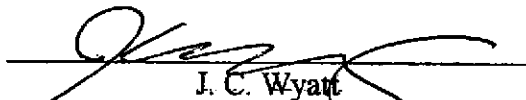
00317

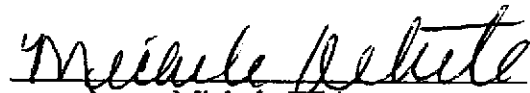
NON-DESTRUCTIVE ASBESTOS INSPECTION

Prepared for:

Zoe Academy
6701 Cullen Blvd.
Houston, Texas 77021

August 24, 2001


J. C. Wyatt
Individual Asbestos Management Planner
TDH License No. 20-5110


Michele White
Asbestos Inspector
TDH License No. 60-1830

COMPLIANCE PARTNERS, INC.
300 N. 8th Street, Suite 209
Midlothian, Texas 76065
TDH Licensed Asbestos Management Planner Agency
License No. 20-0044

00318

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5.0	SUMMARY OF SAMPLING RESULTS	7
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FIGURES

Figure 1	Floor Plan
Figure 2	Sampling Location Map
Figure 3	Homogeneous Area Map

ATTACHMENTS

Attachment A	Licenses and Certifications
Attachment B	Inventory of Homogeneous Areas & Bulk Sample Index
Attachment C	Lab Reports and Chain of Custody Forms
Attachment D	Photographs
Attachment E	ACM Management Cost Estimate

EXECUTIVE SUMMARY

This report presents the results of a non-destructive asbestos inspection conducted by Compliance Partners, Inc. (CPI) for Zoe Academy located at 6701 Cullen Blvd., Houston, Texas 77021. This inspection was conducted in order to meet the requirements of Asbestos Hazard Emergency Response Act (AHERA) relating to inspections, as stated in 40 CFR 763.85(a). The inspection was conducted by Mr. J. C. Wyatt, TDH Licensed Asbestos Individual Management Planner, No. 20-5110, with Compliance Partners, Inc. (CPI), TDH Licensed Asbestos Management Planner Agency, TDH License No. 20-0044. Access to the building was authorized by Dr. Richard Rose.

This inspection is intended to identify all locations of friable and non friable ACBM present in the area of the building occupied and used by the school that is accessible without using destructive sampling techniques. This report presents a summary of our findings, as observed at the time of our participation in the project.

The assessment included:

- interviews with knowledgeable persons and review of a floor plan.
- a building tour to identify accessible suspect materials, define homogeneous areas of suspect ACM, and to assess the condition of suspect asbestos containing materials (ACM);
- field work to obtain samples of suspect ACM to confirm the presence and extent of friable and nonfriable ACM in the building.

Suspect materials were identified by CPI during the walkthrough tour. During the facility tour, homogeneous areas of these materials were identified and friability and classification determinations made. A homogeneous area is an area with suspect material similar in type, color, texture, and date of installation. The floor plan was used during this phase of the project. A sampling strategy was then developed which included the collection of fifty (50) bulk samples of suspect materials. Samples were remanded to EcoSystems Environmental, Inc. (ESEI) and laboratory evaluated using PLM methods.

Suspect materials sampled included drywall and texture, drop-in ceiling tile, floor tile and mastic, vinyl wallcove and stair tread and mastic, and black HVAC duct tape. All identified suspect materials were sampled and analyzed. No suspect materials were assumed ACM.

Current regulations define asbestos containing materials (ACM) when referring to school buildings to be any material or product which contains more than one percent asbestos, as determined by Polarized Light Microscopy (PLM) methods. Laboratory analyses indicate that three types of floor tile and mastic contained 2-15% chrysotile asbestos. All other samples evaluated indicated that asbestos forms were less than one percent asbestos and are considered non-ACM by regulatory definition.

The materials sampled and found to be ACM in this inspection are summarized below in Table 1. This data is presented in tabular form in Attachment A. A sample location and ACM homogeneous area map is included as Figure 3.

Material Type	Location(s)	Description
12" x 12" yellow / gray streaked floor tile	Auditorium, baptistry, fellowship, classes 1-4	~2,200 sq. ft. nonfriable
9" x 9" red/brown floor tile	Auditorium	~956 sq. ft. nonfriable
9" x 9" tan floor tile	Baptistry	4 sq. ft. nonfriable

The ACM floor tile was nonfriable, worn but in good condition at the time of the inspection. The baptistry had an approximate area of 12-15 sq. ft. of tile missing. The ACM floor tile should be placed in an Operations & Maintenance (O & M) Program pending removal prior to any renovation or demolition activities which would disturb the integrity of the tile. The O & M Program would provide the necessary information regarding training, maintenance, and response actions regarding the ACM flooring material. An ACM Management Cost Estimate is provided in Attachment E.

All other samples tested contain less than one percent asbestos and are considered non-ACM by regulatory definition.

In accordance with AHERA 40 CFR 763.93, a Management Plan should be prepared by an accredited Management Planner. A designated person shall be appointed and the Management Plan submitted to the Texas Department of Health.

1.0 INTRODUCTION AND SCOPE-OF-WORK

This report presents the results of a non-destructive asbestos inspection conducted by Compliance Partners, Inc. (CPI) for Zoe Academy located at 6701 Cullen Blvd., Houston, Texas 77021. This inspection was conducted in order to meet the requirements of Asbestos Hazard Emergency Response Act (AHERA) relating to inspections, as stated in 40 CFR 763.85(a). The inspection was conducted by Mr. J. C. Wyatt, TDH Licensed Asbestos Individual Management Planner, No. 20-5110, with Compliance Partners, Inc. (CPI), TDH Licensed Asbestos Management Planner Agency, TDH License No. 20-0044. Access to the building was authorized by Dr. Richard Rose.

The inspection consisted of a walkthrough tour of all accessible areas within the building, identification of all homogeneous areas, and sampling and analysis of suspect materials. All suspect materials were touched to determine friability. Identified homogeneous areas is presented below.

- 2' x 2' chicken scratch pattern drop-in ceiling tile
- 2' x 2' fissure pinhole pattern ceiling tile
- drywall / rough texture
- drywall / drip texture
- drywall / smooth texture
- drywall / wipe texture
- 12" x 12" gray / yellow streaked floor tile & mastic
- 12" x 12" cream speckled floor tile & mastic
- 9" x 9" red/brown floor tile & mastic
- Dark red sheet vinyl flooring
- 9" x 9" tan floor tile & mastic
- 12" x 12" white speckled pattern floor tile & mastic
- 12" x 12" purple floor tile & mastic
- 12" x 12" teal floor tile & mastic
- 4" dark brown vinyl wallcove & mastic
- 4" gray vinyl wallcove & mastic
- 4" cream vinyl wallcove & mastic
- 4" burgundy vinyl wallcove & mastic
- 1" black vinyl stairtread & mastic
- black tape (HVAC duct)

The purpose of the survey was to conduct an inspection of suspect asbestos containing building materials (ACBM) identified by CPI. These activities were completed to demonstrate compliance with the requirements of AHERA as stated in 40 CFR 763.85(a), relating to inspection requirements for school buildings. The scope-of-work also provided for sampling of suspect materials identified by CPI's field activities. All accessible suspect materials were identified as to their location, quantity, homogeneity, and condition. There was no friable suspect material observed.

This survey was limited to the inspection of suspect materials which were accessible without the use special equipment or invasive techniques, (i.e. suspect materials inside walls, etc.)

2.0 BUILDING DESCRIPTION

The school consists of two buildings connected by a double door entry between the two. The area between the buildings is an approximately 4' utility chase on either side of the double doors. This space is concrete block with concrete floors. The church building is a 4,250 sq. foot one-story concrete block and stucco exterior structure on a concrete foundation. The roof is a flat roof of metal construction supported by metal trusses. The adjacent building is an ~5,150 sq. ft. concrete block and stucco structure on a concrete foundation. This area is 2 story in height and is insulated with fiberglass batting under the flat roof pan. There is a mezzanine which serves as the ceiling of the vestibule and restroom area of this building. The mezzanine is constructed of wood and is open to the rest of the building.

The church building has an auditorium, baptistry, two restrooms, fellowship, four classrooms, foyer, and an office. The auditorium has a 12' high 2' x 2' chicken scratch pattern drop-in ceiling, 12" x 12" yellow/gray streaked floor tile and 9" x 9" red/brown floor tile and the walls are rough textured drywall. The baptistry has a 2' x 2' chicken scratch pattern drop-in ceiling, 12" x 12" yellow/gray streaked floor tile, a 4 sq. ft. area of tan 9" x 9" floor tile and a 4' x 14' area of red/brown pebble sheet vinyl flooring, 4" dark brown vinyl wallcover, smooth textured drywall walls, and the stairs have a 1" black vinyl stair edge. Approximately 12-15 sq. ft. of the tile is missing in the baptistry. There is an attic over the baptistry/auditorium. The attic is open to the roof with the exception of a drywall ceiling located over the classrooms. There is a HVAC located over the baptistry and one in a closet in the auditorium. It is a CFC package unit with flex foil ducting that is taped or has galvanized steel tape. There is no insulation over the baptistry/auditorium. The foyer has an 8' ceiling which is 2' x 2' chicken scratch pattern drop in type. The floor is ceramic tile with wood wallcover. The walls are 1/2 wipe textured drywall and 1/2 wallpapered drywall. There is fiberglass batt insulation over the drop in ceiling. The men's restroom has smooth textured drywall ceilings, rough textured drywall on the walls and 1 wall has a tile patterned panel. The flooring is 12" x 12" cream speckled floor tile and a 4" dark brown vinyl wallcover. The shower and foyer at the shower have rough textured drywall walls, 2' x 2' drop in chicken scratch pattern ceiling tiles, carpet over tile, and a 4" gray vinyl wallcover. The ladies restroom has a smooth textured drywall ceiling, 1 paneled wall and 3 walls are papered. The flooring is 12" x 12" cream speckled floor tile with a 4" cream vinyl wallcover. The entry to this restroom has rough textured drywall walls, 2' x 2' drop in ceiling, and carpet over tile. The fellowship hall contains the 12" x 12" yellow/gray streaked floor tile under the carpet, 4" gray vinyl wallcover, 2' x 2' chicken scratch drop in ceiling tile, and rough textured drywall walls. The classrooms located in this building have the 12" x 12" yellow/gray streaked floor tile under carpet, wood wallcover, rough textured drywall walls, and 2' x 2' drop-in ceiling tiles. Classrooms 1 and 2 have a padded fabric wall covering on the walls.

The adjacent building consists of a vestibule, two restrooms, mezzanine, and open area. The open area is to be divided up into smaller areas by portable partitions. There were no partitions at the time of this inspection. There are 2 HVAC units located on the mezzanine above the vestibule and restroom area. The vestibule area has 12" x 12" white with red/blue speckled floor tile with a row each of 12" x 12" purple floor tile and 12" x 12" teal floor tile around the perimeter. There is a 4" burgundy vinyl wallcover. Walls are wipe textured drywall and the ceiling is 2' x 2' chicken scratch pattern drop-in ceiling tile. The ladies and men's restrooms in this building contain the 12" x 12" white with red/blue floor tile, 4" burgundy vinyl wallcover, and drip textured drywall walls. The ladies restroom has 2' x 2' random fissure pattern drop-in ceiling tiles and the men's restroom has 2' x 2' chicken scratch pattern drop-in ceiling tiles. The open area has 3 concrete block walls. The wall adjacent to the church building is drywall with a wipe texture. The carpet is glued with a light yellow glue to concrete. There is a 4" brown wallcover. Curtains cover the outside wall to the east.

There are 2 portable buildings to be brought in. The buildings are to be wood structure on steel frame with corrugated exteriors and roof. Walls are to be wood paneled, wood floors are to be carpeted, and the units will have wall mounted HVAC.

A homogeneous area map and key is included as Figure 3 and Attachment D contains photographs of suspect materials.

3.0 INSPECTION STRATEGY AND METHODOLOGY

The primary focus of an asbestos inspection is to identify suspect materials within the building that contain or are likely to contain asbestos.

This phase of the inspection process applies EPA/AHERA criteria for grouping suspect asbestos-containing building materials (ACBM) into four major descriptive categories:

SURFACING MATERIALS, materials that are spray-on, troweled-on or otherwise applied to surfaces, such as acoustical or decorative plaster on ceilings or fireproofing materials on structural members.

THERMAL SYSTEM INSULATION, means material applied to pipes, fittings, boilers, tanks, duct or other interior structural components to prevent heat loss or gain or to prevent water condensation or for other purposes.

MISCELLANEOUS MATERIALS, means interior building members, structural components, or fixtures; such as floor and ceiling tiles.

OTHER MATERIALS, which includes such items as asbestos gloves, blankets, brake shoes, or curtains, incidental to building occupancy and activities and not a building material.

AHERA defines friable asbestos as material that, when dry, can be easily reduced to powder or dust by hand pressure and includes previously nonfriable materials which have been damaged to the extent that, when dry, may be reduced to powder by hand pressure.

This report includes the location, description, and estimation of the quantity for all suspected friable asbestos containing materials. The classification of "homogeneous areas" will be based on EPA/AHERA criteria for grouping materials within a specific building that are uniform in color, construction or application date, texture, and general appearance.

The field survey was completed by Mr. J. C. Wyatt, TDH Licensed Individual Management Planner, License No. 20-5110.

Once all homogeneous areas were identified a sampling strategy was developed. EPA recommended inspection strategy was followed, bulk samples were collected from each of the assigned homogeneous areas. Bulk sampling involved the collection of small amounts of suspect materials. Using a knife or boring tool, samples were collected in locations where the material was patched with a different material, showed prior damage or deterioration, or in other locations where visible damage would be minimal. Tools were cleaned after collecting each sample, and the sampled areas were patched or sealed, as appropriate, to minimize any further fiber release.

Preventative measures such as wetting the material prior to sampling or placing a plastic drop cloth beneath the area where the sample was collected were also instituted. Collecting samples from materials in storage and collecting samples from inconspicuous areas are normally used to minimize visible damage and eliminate the spread of dust and fibers during sampling. Where proper sampling procedures would create unsightly or irreparable damage, such suspect materials were presumed to contain asbestos.

All samples were placed into sample containers, which remained in the inspector's custody until they were prepared for shipment to the laboratory. A unique sample number was assigned to each sample. Each sample location was noted and includes information pertaining to its location within the building. See inventory of homogeneous areas and sample locations in Attachment B. Strict chain-of-custody procedures were followed to preserve sampling integrity.

4.0 BULK SAMPLE ANALYSIS

This inspection included the collection of fifty (50) bulk samples of suspect materials. The samples were remanded to EcoSystems Environmental, Inc. (ESEI) via Federal Express for analysis. ESEI is a TDH Asbestos Laboratory, License No. 30-0117 and a NVLAP accredited laboratory, analyzing the samples using procedures developed by the McCrone Research Institute, and in compliance with the guidelines established by the U.S. Environmental Protection Agency (EPA-600/M4-82-020, December 1982). Each sample was separated according to homogeneity, layering and principal fibrous and non-fibrous components. The fibrous components are then immersed in a liquid media of known refractive index and analyzed by Polarized Light Microscopy (PLM) to determine asbestos type and amount. The asbestos content, by volume for each individual material and the overall total for the sample, is then calculated. Samples with multiple layers (e.g. floor tile and mastic) are analyzed and reported by layer. Sampling locations are shown on Figure 2.

Asbestos is a general term to one of several naturally occurring fibrous minerals. These are divided into two categories: serpentine and amphiboles. **Chrysotile (CHR)**, a serpentine, is the most commonly found form of asbestos. The five other types are all amphiboles. These include **amosite (AMO)**, fibrous grunerite; **crocidilite (CRO)**, fibrous riebeckite; fibrous **anthophyllite (ANT)**; fibrous **tremolite (TRE)**; fibrous **actinolite (ACT)**.

Materials which do not contain asbestos are reported for each sample. These background materials are divided into fibrous and non-fibrous types. Common fibrous materials include glass, mineral wool, cellulose, paper and synthetics (nylon, rayon, Dacron). Common non-fibrous materials include binder (glues), mica, quartz, vermiculite, clays, lizardite and talc.

A copy of the laboratory analysis report and sample chain of custody forms are included in Attachment C.

5.0 SUMMARY OF SAMPLING RESULTS

The 12" x 12" gray / yellow streaked floor tile contains 2-3% chrysotile asbestos and mastic adhering this tile contains 5-6% chrysotile asbestos. The 9" x 9" red/brown floor tile contains 10-12% chrysotile asbestos and the mastic adhering this tile contains 13-15% chrysotile asbestos. The 9" x 9" tan floor tile in the baptistry contains 12% chrysotile asbestos with the mastic containing 10% chrysotile. All other samples evaluated indicate asbestos forms were below one percent which is considered non-asbestos containing by regulatory definition. These results are summarized in Attachment B.

6.0 PHYSICAL CONDITION & HAZARD ASSESSMENT OF ACM

A physical condition and hazard assessment of friable ACM is required using AHERA guidelines. The nonfriable ACM identified during this inspection has been adapted to this same general method, as follows:

Significantly Damaged

Material with one or more of the following characteristics:

- The surface is crumbling or blistered over at least one tenth of the surface if the damage is evenly distributed (one quarter if the damage is localized).
- One tenth (one quarter, if localized) of the material is hanging from the surface, deteriorated, or showing adhesive failure.
- Water stains, gouges, or mars over at least one tenth of the surface (one quarter, if localized).

Damaged

Material with the following characteristics:

- The surface is crumbling, blistered, water-stained, gouged, marred or otherwise abraded over less than one tenth of the surface if the damage is evenly distributed (one quarter, if localized).

Accumulation of powder, dust, or debris similar in appearance to the ACM on surfaces beneath the material can be used as confirmatory evidence.

Floor tile that has been damaged, pulverized, or reduced to powder is an example of evidence for nonfriable ACM.

Good

Material with no visible damage or deterioration, or showing only very limited damage or deterioration.

The hazard assessment of identified ACM was completed using a decision tree method which utilizes a seven point hazard ranking system, as described in Exhibits 6-1 through 6-4. Material condition and hazard assessment summaries follow the exhibits.

EXHIBITS 6-1 / 6-4

**CLASSIFICATIONS FOR HAZARD POTENTIAL
(DECISION TREE DISPLAY)**

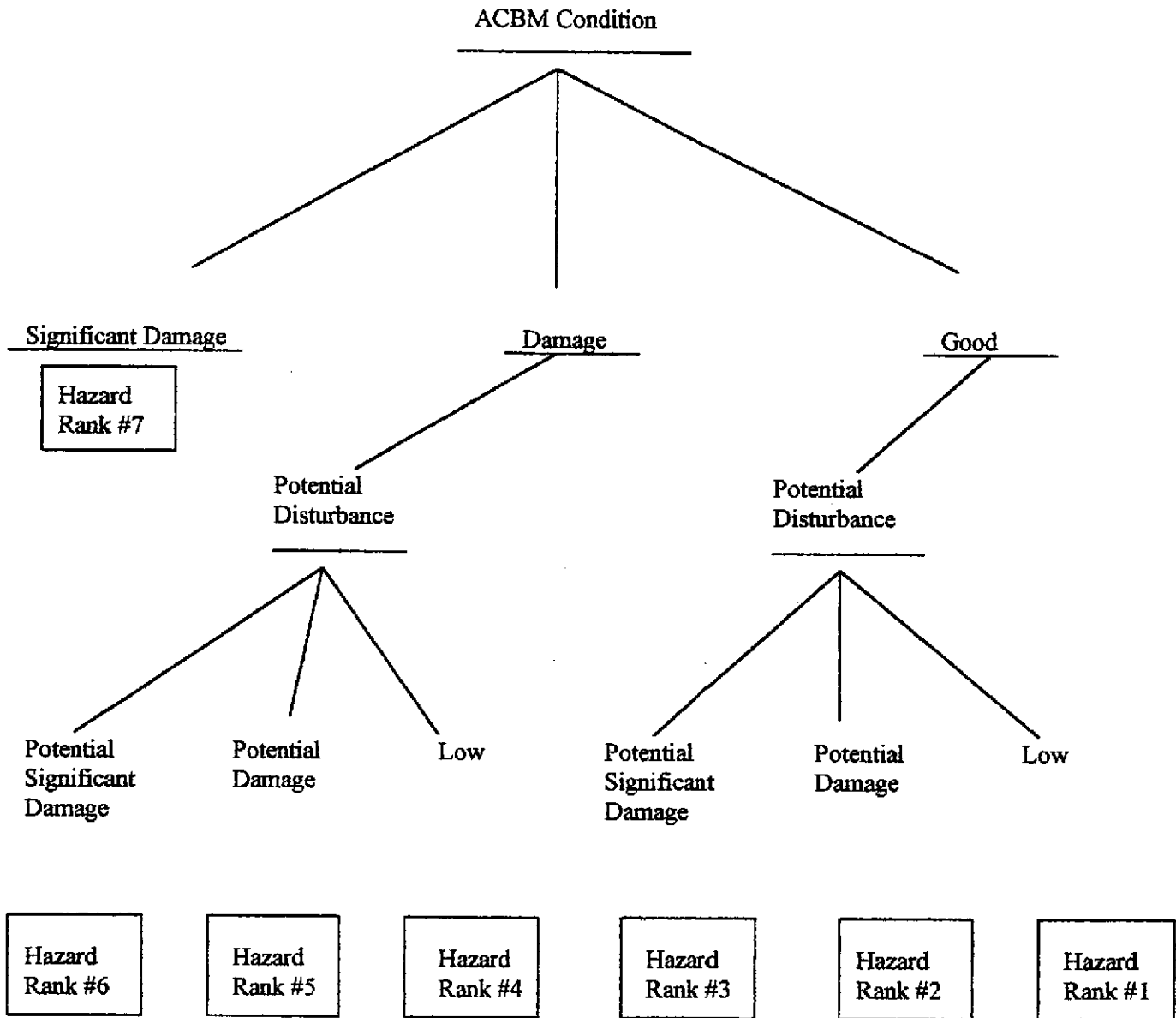


EXHIBIT 6-2

**CLASSIFICATIONS FOR HAZARD POTENTIAL
(TABULAR DISPLAY)**

<u>Hazard Rank</u>	<u>ACBM Condition</u>	<u>ACBM Disturbance Potential</u>
7	Significantly Damaged	Any
6	Damaged	Potential for Significant Damage
5	Damaged	Potential for Damage
4	Damaged	Low
3	Good	Potential for Significant Damage
2	Good	Potential for Damage
1	Good	Low

EXHIBIT 6-3

RESPONSE ACTIONS BASED ON HAZARD RANKING

Hazard Rank	Removal Priority	AHERA Categories	Response Actions Required by AHERA
7	1	Significantly Damaged	Evacuate or isolate the area if needed. Remove the ACBM (or enclose or encapsulate if sufficient to contain fibers). Repair of thermal system insulation is allowed if feasible and safe. O&M required for all friable ACBM.
6	2	Damaged - Potential for Significant Damage	Evacuate or isolate the area if needed. Remove, enclose, encapsulate, or repair to correct damage. Take steps to reduce potential for disturbance. O&M required for all friable ACBM.
5	3	Damaged - Potential for Damaged	Remove, enclose encapsulate or repair to correct damage. O&M required for all friable ACBM.
4	4	Damaged	Same as hazard rank 5
3	5	Potential for Significant Damage	Evacuate or isolate the area if needed. Take steps to reduce potential for disturbance. O&M required for all friable ACBM and TSI.
2	6	Potential for Damage	O&M required for all friable ACBM and TSI.
1	7	All Remaining ACBM	O&M required for all friable ACBM, but measures need not be as extensive as above.

Note: AHERA does not account for combinations of current and potential damage (i.e. hazard ranks #5 and 6). The response actions shown are combinations of those required for each condition.

EXHIBIT 6-4

CLASSIFICATIONS FOR THE LEVEL POTENTIAL DISTURBANCE

Level of Potential Disturbance	Frequency of Potential Contact	Influence of Vibration	Potential for Air Erosion
HIGH ("potential for significant damage" as defined in AHERA)	High	Any Value	Any Value
	Any Value	High	Any Value
	Any Value	Any Value	High
MODERATE ("potential for damage" as defined in AHERA)	Moderate	Moderate or Low	Moderate or Low
	Moderate or Low	Moderate	Moderate or Low
	Moderate or Low	Moderate or Low	Moderate
Low	Low	Low	Low

**NONFRIABLE ACM HOMOGENEOUS AREA DESCRIPTION,
CONDITION & HAZARD ASSESSMENT**

**12" x 12" gray / yellow streaked floor tile & mastic
(Samples 18, 19, 20)**

Approximately 2,200 sq. ft. of this material is located in classrooms 1 through 4, the auditorium, baptistry, and fellowship. The floor tile was nonfriable and in good condition at the time of the inspection. There is carpet over the tile in the classrooms and fellowship. This carpet effectively serves as encapsulation of the tile.

Condition:		Good
Potential for Damage:	water	moderate
	vibration	low
	physical contact	moderate
	air erosion	low
Potential for Damage Ranking:		moderate
Friable:		N
Hazard Ranking:		2

**9" x 9" red/brown floor tile and mastic
(Samples 21, 22, 23)**

Approximately 956 sq. ft. of this material is located in the auditorium. The floor tile was nonfriable and in good condition at the time of the inspection.

Condition:		Good
Potential for Damage:	water	moderate
	vibration	low
	physical contact	moderate
	air erosion	low
Potential for Damage Ranking:		moderate
Friable:		N
Hazard Ranking:		2

**NONFRIABLE ACM HOMOGENEOUS AREA DESCRIPTION,
CONDITION & HAZARD ASSESSMENT**

**9" x 9" tan floor tile and mastic
(Sample 12)**

There is 4 sq. ft. of this tile located in the baptistry. The floor tile was nonfriable and in good condition at the time of the inspection.

Condition:		Good
Potential for Damage:	water	moderate
	vibration	low
	physical contact	moderate
	air erosion	low
Potential for Damage Ranking:		moderate
Friable:		N
Hazard Ranking:		2

7.0 CONCLUSIONS AND RECOMMENDATIONS

The ACM floor tile was nonfriable, worn, but in good condition at the time of the inspection. The tile should be placed in an Operations & Maintenance (O & M) Program pending removal prior to any renovation or demolition activities which would disturb the integrity of the tile. The O & M Program would provide the necessary information regarding training, maintenance, and response actions regarding the ACM flooring material. The carpet over the tile in the fellowship and classrooms effectively serve as encapsulation of the tile.

There is a possibility that floor tile may exist under carpeted areas what where inaccessible. Should renovation or maintenance activity reveal flooring material under carpet that is not noted in this report, samples should be collected and analyzed for the presence of ACM by a licensed asbestos inspector prior to continuing such activity.

All other suspect materials sampled and tested were below one percent asbestos and not considered ACM by current regulations.

In accordance with AHERA 40 CFR 763.93, a Management Plan should be prepared by an accredited Management Planner. A designated person shall be appointed and the Management Plan submitted to the Texas Department of Health.

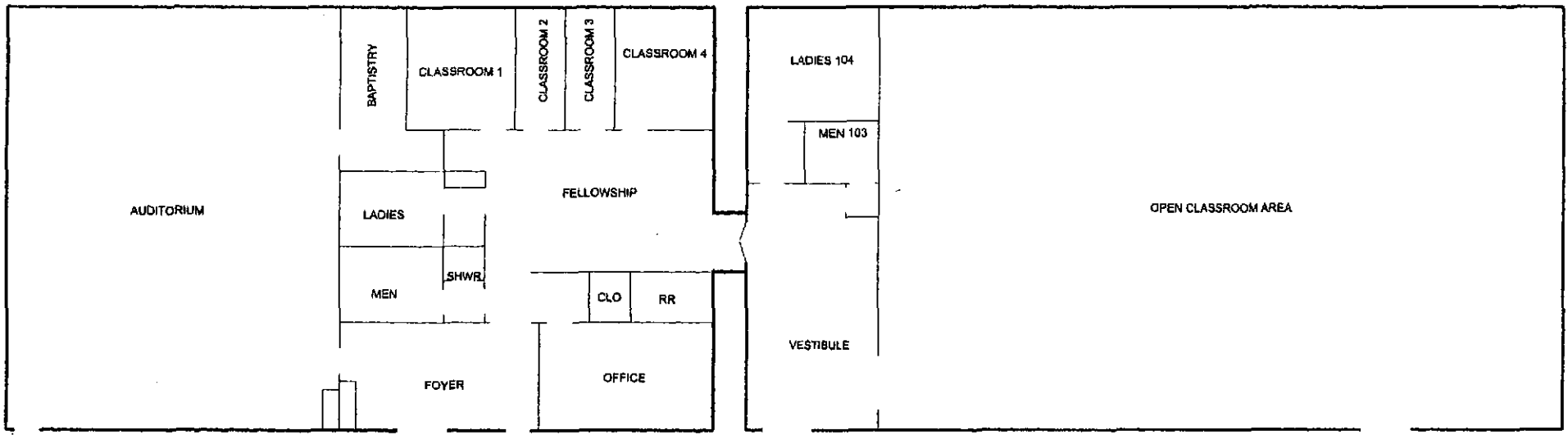
8.0 LIMITATIONS AND EXCLUSIONS

This report will be for the reliance of and shall inure to the benefit of Zoe Academy. This report shall not be disseminated to or relied upon by any other party without the express prior written consent of Zoe Academy. This report was developed by employing generally accepted methods and customary practices of the environmental profession.

The identification of conditions which could affect the results of this report is limited by the availability and accuracy of information and accessibility of areas and materials provided by Zoe Academy. To the extent practical, the accuracy of the documented information has been verified. However, inaccessibility of areas, either physical or authorized, and the unavailability of materials for sampling could affect the validity of the information provided in this report. This inspection is limited to the evaluation of materials accessible without the use of specialized equipment or by employing destructive or invasive techniques (i.e. breaking into walls, etc.).

The information presented in this report is based upon the visual observations, project scope-of-work and upon site conditions at the time of our site visit, in the areas surveyed. The assessments presented here apply only to the conditions that were observed during our participation in the project. Other conditions may exist in unsurveyed or inaccessible areas, such as behind walls and above permanent ceilings.

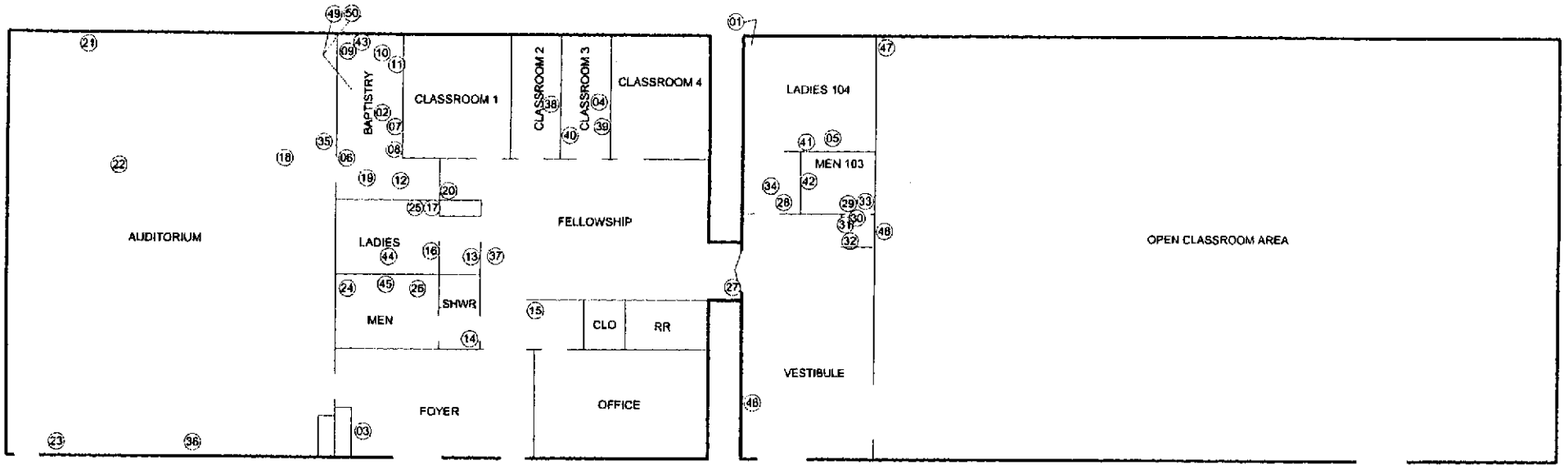
Figure 1
Floor Plan



ZOE ACADEMY
 6701 CULLEN BLVD.
 HOUSTON, TEXAS
 FLOOR PLAN

Figure 2

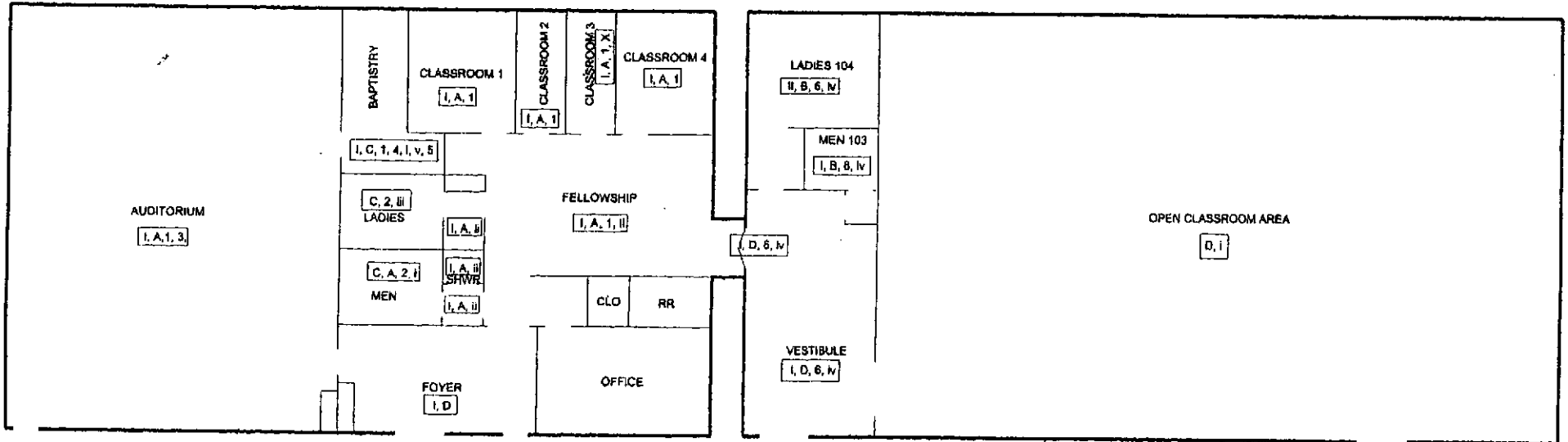
Sample Location Map



⊗ SAMPLE LOCATIONS

ZOE ACADEMY
 6701 CULLEN BLVD.
 HOUSTON, TEXAS
 FLOOR PLAN
 SAMPLE LOCATION MAP

Figure 3
Homogeneous Area Map



HOMOGENEOUS AREA KEY

- CEILING**
 I - 2' X 2' CHICKEN SCRATCH PATTERN CEILING TILE
 II - 2' X 2' FISSURE PINHOLE PATTERN CEILING TILE

- WALLS**
 A - ROUGH TEXTURED DRYWALL
 B - DRIP TEXTURED DRYWALL
 C - SMOOTH TEXTURED DRYWALL
 D - WIPE TEXTURED DRYWALL

X - BLACK TAPE (HVAC DUCTING)

- FLOORS**
 1 - 12" X 12" YELLOW/GRAY STREAKED FLOOR TILE
 2 - 12" X 12" CREAM SPECKLED FLOOR TILE
 3 - 9" X 9" RED/BROWN FLOOR TILE
 4 - DARK RED SHEET VINYL FLOORING
 5 - 9" X 9" TAN FLOOR TILE (4 SQ. FT.)
 6 - 12" X 12" WHITE SPECKLED FLOOR TILE
 7 - 12" X 12" PURPLE FLOOR TILE
 8 - 12" X 12" TEAL FLOOR TILE

- WALLCOVE**
 I - 4" DARK BROWN VINYL WALLCOVE
 II - 4" GRAY VINYL WALLCOVE
 III - 4" CREAM VINYL WALLCOVE
 IV - 4" BURGUNDY VINYL WALLCOVE
 V - 1" STAIR EDGE

ZOE ACADEMY
 6701 CULLEN BLVD.
 HOUSTON, TEXAS
 FLOOR PLAN

Attachment A

Licenses and Certifications

If found return postage guaranteed: Texas Department of Health
1100 West 49th Street 7C790-178 Austin, Texas 78756

It is a second degree felony to submit any forged or fraudulent documents in order to obtain a license (Texas Penal Code 3710) and that the maximum penalty is twenty (20) years in prison and a \$10,000 fine.

Es una felonía de segundo grado someter documentos falsificados para obtener una licencia (Codigo Penal de Texas 3710) el máximo castigo es de veinte años en prisión y una multa de \$10,000 dolares.

2000

**NOT VALID
WITHOUT STICKER**



Texas Department of Health certifies that:

JAMES C WYATT

License Number 205110

is Licensed as an

Individual Asbestos Management
Planner

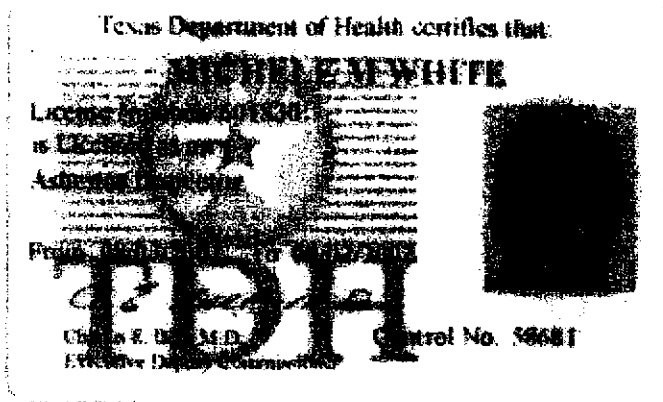
From 09/25/2000 to 09/25/2001

William H. ... H. M.
Commissioner TDH

Control No. 53976



00342

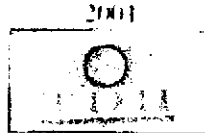


If found return postage guaranteed Texas Department of Health
1100 West 49th Street 7C790-178 Austin, Texas 78756

It is a violation of Texas Department of Health Rules and a violation of the
Texas Penal Code Sec. 37.10 to submit any forged or fraudulent
documents in order to obtain a license.

Es una violación de los Reglamentos del Departamento De Salud y del
Texas Penal Code Sec. 37.10 al someter cualquier tipo de documentos
que estén alterados o falsificados para obtener una licencia.

NOT VALID
WITHOUT STICKER

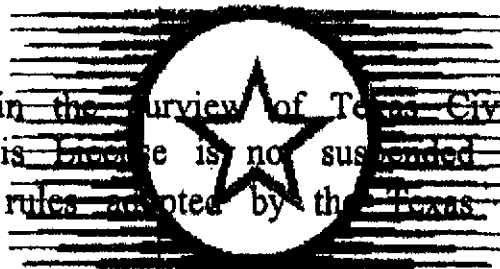


TEXAS
DEPARTMENT OF HEALTH

BE IT KNOWN THAT

COMPLIANCE PARTNERS, INC.

is Licensed and authorized to perform as an
Asbestos Management Planner Agency



in the State of Texas within the purview of Texas Civil Statutes, Article 4477-3a,
as amended, so long as this License is not suspended or revoked and is renewed
according to the rules adopted by the Texas Board of Health.

20-0044

License Number

09/19/2000

Issue Date

09/18/2001

Expiration Date

This certificate is void
after expiration date.

Todd F. Wingler, P.E.
Chief, Asbestos Programs Branch
Occupational Safety and Health Division

William R. Archer III, M.D.
Commissioner of Health

VOID IF ALTERED NON-TRANSFERABLE

53842

00344

Attachment B

Inventory of Homogeneous Areas & Bulk Sample Index

Inventory of Homogeneous Areas and Bulk Sample Index

Homogeneous Area Description	Material Category	Homogeneous Area Location	Area (sq. ft./ln. ft.)	Sample No.	Asbestos (%)	Sample Location
2' x 2' chicken scratch pattern ceiling tile	M	Auditorium, baptistry, foyer, shower, shower foyer, women's RR entry, fellowship hall, classrooms 1-4, vestibule, ladies RR 104, men's RR 103	na	02	ND	Baptistry Foyer Class 3
				03	ND	
				04	ND	
2' x 2' fissure pinhole pattern ceiling tile	M	Ladies RR 104	na	05	ND	Ladies 104
Rough texture & drywall	M/S	Auditorium, women's RR entry shower, shower foyer, fellowship, classrooms 1-4, men's RR	na	35	ND	Auditorium Auditorium Fellowship Class 2 Class 3
				36	ND	
				37	ND	
				38	ND	
				39	ND	
Drip texture & drywall	M/S	Ladies 104, Men's 103, over vestibule	na	01	ND	Over Vestibule Ladies 104 Men's 103
				41	ND	
				42	ND	
Smooth texture & drywall	M/S	Baptistry, Men's RR, Women's RR	na	43	ND	Baptistry Women's RR Men's RR
				44	ND	
				45	ND	
Wipe texture & drywall	M/S	Foyer, vestibule, 1 wall in open classroom	na	46	ND	Vestibule Open class Open class
				47	ND	
				48	ND	
Drywall	M	over classrooms 2, 3, 4 & vestibule (said to be original construction)	na	40	ND	Over class 3
12" x 12" yellow/gray streaked floor tile	M	Auditorium, baptistry, fellowship, classes 1-4	~2,200 sq. ft.	18A	3% Chr	Auditorium Baptistry Fellowship
				18B	5% Chr	
				19A	2% Chr	
				19B	5% Chr	
				20A	2% Chr	
20B	6% Chr					
12" x 12" cream speckled floor tile	M	Men's RR, Women's RR	na	24	ND	Men's RR Women's RR Men's RR
				25	ND	
				26	ND	
9" x 9" red/brown floor tile	M	Auditorium	-956 sq. ft.	21A	10% Chr	Auditorium Auditorium Auditorium
				21B	15% Chr	
				22A	12% Chr	
				22B	15% Chr	
				23A	10% Chr	
				23B	13% Chr	
Legend:						
Homogeneous Area Description - a depiction for areas containing the same material.			Material Category - the material class as follows: Surfacing Materials = S; Thermal Insulation = T; Miscellaneous Materials = M;			
Homogeneous Area Location - the location of the areas containing the same material.			Area - the total size and amount of homogeneous material			
Asbestos % - the amount of asbestos detected from a collected sample in percent.			Bulk Sample - the physically collected sample number			
Bulk Sample Location - the actual location the sample was physically collected.			NS - Not Sampled ND - Non Detect (less than 1% ACM)			

10334

Project Name: Zoe Academy

Survey Date: 08/08/01

Inventory of Homogeneous Areas and Bulk Sample Index

Facility: Houston, Texas

Page 2

Homogeneous Area Description	Material Category	Homogeneous Area Location	Area (sq. ft./ln. ft.)	Sample No.	Asbestos (%)	Sample Location
Dark red sheet vinyl flooring	M	Baptistry	na	08 09	ND ND	Baptistry Baptistry
9" x 9" tan floor tile	M	Baptistry	4 sq. ft.	12A 12B	12% Chr 10% Chr	Baptistry
12" x 12" white speckled floor tile	M	Vestibule, Ladies RR 104, Men's RR 103	na	27 28 29	ND ND ND	Vestibule Ladies 104 Men's 103
12" x 12" purple floor tile	M	Vestibule	na	30	ND	Vestibule
12" x 12" teal floor tile	M	Vestibule	na	31	ND	Vestibule
4" dark brown vinyl wallcove	M	Baptistry, Men's RR, Open classroom	na	06 07	ND ND	Baptistry Baptistry
4" gray vinyl wallcove	M	Shower, shower foyer, women's RR, fellowship	na	13 14 15	ND ND ND	Fellowship Fellowship Fellowship
4" cream vinyl wallcove	M	Women's RR	na	16 17	ND ND	Women's RR Women's RR
4" burgundy vinyl wallcove	M	Vestibule, Ladies RR 104, Men's RR 103	na	32 33 34	ND ND ND	Vestibule Vestibule Vestibule
1" black vinyl stair tread	M	Baptistry stairs	na	10 11	ND ND	Stairs Stairs
Black tape (HVAC ducting)	M	Attic over baptistry	na	49 50	ND ND	Attic Attic
Legend: Homogeneous Area Description - a depiction for areas containing the same material. Homogeneous Area Location - the location of the areas containing the same material. Asbestos % - the amount of asbestos detected from a collected sample in percent. Bulk Sample Location - the actual location the sample was physically collected.			Material Category - the material class as follows: Surfacing Materials = S; Thermal Insulation = T; Miscellaneous Materials = M; Area - the total size and amount of homogeneous material Bulk Sample - the physically collected sample number NS - Not Sampled ND - Non Detect (less than 1% ACM)			

00347

Attachment C

Lab Reports and Chain of Custody Forms



EcoSystems Environmental, Inc.

Environmental Consulting Services

COMPLIANCE PARTNERS, INC.
 300 N. 8TH STREET, SUITE 209
 MIDLOTHIAN, TEXAS 76065

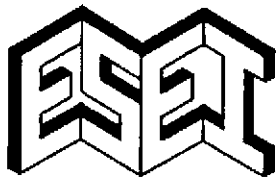
PLM BULK ASBESTOS ANALYSIS (NVLAP NO. 101162, TDH LAB LICENSE NO. (30-0117))

8/22/2001

PROJECT: ZOE ACADEMY
 HOUSTON, TEXAS

<u>SAMPLE #</u> <u>/LAB</u>	<u>LOCATION OF</u> <u>SAMPLE/TYPE OF</u> <u>MATERIAL SAMPLED</u>	<u>LAYER(%)</u>	<u>NON-ASBESTOS</u> <u>NON-FIBROUS</u> <u>MATERIAL (%)</u>	<u>FIBROUS</u> <u>MATERIAL (%)</u>	<u>ASBESTOS</u> <u>TYPE (%)</u>
01 A 01-29698	TEXTURE (WHITE) FRIABLE	A 100	BINDER/ CARBONATE 98	CELL. 2	NONE DET. 0 <hr/> TOTAL 0
01 B 01-29698	DRYWALL (WHITE) FRIABLE	A 100	BINDER/ GYPSUM 94	CELL. 6	NONE DET. 0 <hr/> TOTAL 0
02 01-29698	CEILING TILE (TAN) FRIABLE	A 100	PAINT/ PERLITE 30	CELL. 40 MIN. WOOL 30	NONE DET. 0 <hr/> TOTAL 0
03 01-29698	CEILING TILE (TAN) FRIABLE	A 100	PAINT/ PERLITE 25	CELL. 40 MIN. WOOL 35	NONE DET. 0 <hr/> TOTAL 0
04 01-29698	CEILING TILE (TAN) FRIABLE	A 100	PAINT/ PERLITE 30	CELL. 40 MIN. WOOL 30	NONE DET. 0 <hr/> TOTAL 0
05 01-29698	CEILING TILE (TAN) FRIABLE	A 100	PAINT/ PERLITE 3250	CELL. 45 MIN. WOOL 30	NONE DET. 0 <hr/> TOTAL 0
06 A 01-29698	WALL COVE (DK. BROWN) NON-FRIABLE	A 100	BINDER/ VINYL 99	CELL. 1	NONE DET. 0 <hr/> TOTAL 0
06 B 01-29698	WALL COVE <u>MASTIC</u> (YELLOW) NON-FRIABLE	A 100	BINDER/ GLUE 97	CELL. 3	NONE DET. 0 <hr/> TOTAL 0

00349



EcoSystems Environmental, Inc.

Environmental Consulting Services

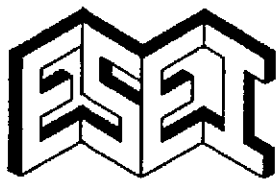
PLM BULK ASBESTOS ANALYSIS (NVLAP NO. 101162, TDH LAB LICENSE NO. (30-0117))

8/22/2001

PROJECT: ZOE ACADEMY
HOUSTON, TEXAS

SAMPLE # /LAB	LOCATION OF SAMPLE/TYPE OF MATERIAL SAMPLED	LAYER(%)		NON-ASBESTOS		FIBROUS		ASBESTOS	
				NON-FIBROUS MATERIAL (%)		MATERIAL (%)		TYPE (%)	
07 A 01-29698	WALL COVE (DK. BROWN) NON-FRIABLE	A	100	BINDER/ VINYL	98	CELL.	2	NONE DET.	0
								TOTAL	0
07 B 01-29698	WALL COVE <u>MASTIC</u> (YELLOW) NON-FRIABLE	A	100	BINDER/ GLUE	96	CELL.	4	NONE DET.	0
								TOTAL	0
08 A 01-29698	SHEET VINYL (RED) NON-FRIABLE	A	100	BINDER/ VINYL	40	CELL.	60	NONE DET.	0
								TOTAL	0
08 B 01-29698	SHEET VINYL <u>MASTIC</u> (YELLOW) NON-FRIABLE	A	100	BINDER/ GLUE	85	CELL.	15	NONE DET.	0
								TOTAL	0
09 A 01-29698	SHEET VINYL (RED) NON-FRIABLE	A	100	BINDER/ VINYL	35	CELL.	65	NONE DET.	0
								TOTAL	0
09 B 01-29698	SHEET VINYL <u>MASTIC</u> (YELLOW) NON-FRIABLE	A	100	BINDER/ GLUE	90	CELL.	10	NONE DET.	0
								TOTAL	0
10 A 01-29698	STAIR EDGING (BLACK) NON-FRIABLE	A	100	BINDER/ VINYL	98	CELL.	2	NONE DET.	0
								TOTAL	0
10 B 01-29698	STAIR EDGING <u>MASTIC</u> (YELLOW) NON-FRIABLE	A	100	BINDER/ GLUE	97	CELL.	3	NONE DET.	0
								TOTAL	0
11 A 01-29698	STAIR EDGING (BLACK) NON-FRIABLE	A	100	BINDER/ VINYL	99	CELL.	1	NONE DET.	0
								TOTAL	0
11 B 01-29698	STAIR EDGING <u>MASTIC</u> (YELLOW) NON-FRIABLE	A	100	BINDER/ GLUE	96	CELL.	4	NONE DET.	0
								TOTAL	0

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EcoSystems Environmental, Inc.

Environmental Consulting Services

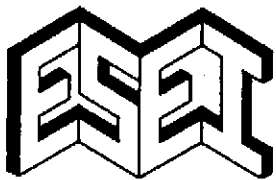
PLM BULK ASBESTOS ANALYSIS (NVLAP NO. 101162, TDH LAB LICENSE NO. (30-0117))

8/22/2001

PROJECT: ZOE ACADEMY
HOUSTON, TEXAS

<u>SAMPLE #</u> <u>/LAB</u>	<u>LOCATION OF</u> <u>SAMPLE/TYPE OF</u> <u>MATERIAL SAMPLED</u>	<u>LAYER(%)</u>	<u>NON-ASBESTOS</u> <u>NON-FIBROUS</u> <u>MATERIAL (%)</u>	<u>FIBROUS</u> <u>MATERIAL (%)</u>	<u>ASBESTOS</u> <u>TYPE (%)</u>
12 A 01-29698	TILE (TAN) NON-FRIABLE	A 100	BINDER/ CARBONATE 85	CELL. 2	CHRYBOTILE 12 <hr/> TOTAL 12
12 B 01-29698	<u>MASTIC</u> (BLACK) NON-FRIABLE	A 100	BINDER/ TAR 87	CELL. 3	CHRYBOTILE 10 <hr/> TOTAL 10
13 A 01-29698	WALL COVE (GREY) NON-FRIABLE	A 100	BINDER/ VINYL 98	CELL. 2	NONE DET. 0 <hr/> TOTAL 0
13 B 01-29698	WALL COVE <u>MASTIC</u> (YELLOW) NON-FRIABLE	A 100	BINDER/ GLUE 97	CELL. 3	NONE DET. 0 <hr/> TOTAL 0
14 A 01-29698	WALL COVE (GREY) NON-FRIABLE	A 100	BINDER/ VINYL 98	CELL. 2	NONE DET. 0 <hr/> TOTAL 0
14 B 01-29698	WALL COVE <u>MASTIC</u> (YELLOW) NON-FRIABLE	A 100	BINDER/ GLUE 96	CELL. 4	NONE DET. 0 <hr/> TOTAL 0
15 A 01-29698	WALL COVE (GREY) NON-FRIABLE	A 100	BINDER/ VINYL 99	CELL. 1	NONE DET. 0 <hr/> TOTAL 0
15 B 01-29698	WALL COVE <u>MASTIC</u> (YELLOW) NON-FRIABLE	A 100	BINDER/ GLUE 97	CELL. 3	NONE DET. 0 <hr/> TOTAL 0
16 A 01-29698	WALL COVE (BEIGE) NON-FRIABLE	A 100	BINDER/ VINYL 98	CELL. 2	NONE DET. 0 <hr/> TOTAL 0
16 B 01-29698	WALL COVE <u>MASTIC</u> (YELLOW) NON-FRIABLE	A 100	BINDER/ GLUE 98	CELL. 2	NONE DET. 0 <hr/> TOTAL 0

00351



EcoSystems Environmental, Inc.

Environmental Consulting Services

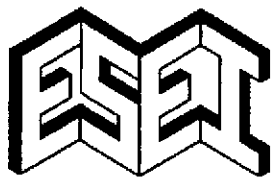
PLM BULK ASBESTOS ANALYSIS (NVLAP NO. 101162, TDH LAB LICENSE NO. (30-0117))

8/22/2001

PROJECT: ZOE ACADEMY
HOUSTON, TEXAS

<u>SAMPLE #</u> <u>/LAB</u>	<u>LOCATION OF</u> <u>SAMPLE/TYPE OF</u> <u>MATERIAL SAMPLED</u>	<u>LAYER(%)</u>	<u>NON-ASBESTOS</u> <u>NON-FIBROUS</u> <u>MATERIAL (%)</u>	<u>FIBROUS</u> <u>MATERIAL (%)</u>	<u>ASBESTOS</u> <u>TYPE (%)</u>
17 A 01-29698	WALL COVE (BEIGE) NON-FRIABLE	A 100	BINDER/ VINYL 99	CELL. 1	NONE DET. 0 <hr/> TOTAL 0
17 B 01-29698	WALL COVE <u>MASTIC</u> (YELLOW) NON-FRIABLE	A 100	BINDER/ GLUE 97	CELL. 3	NONE DET. 0 <hr/> TOTAL 0
18 A 01-29698	TILE (WHITE) NON-FRIABLE	A 100	BINDER/ CARBONATE 95	CELL. 2	CHRYBOTILE 3 <hr/> TOTAL 3
18 B 01-29698	<u>MASTIC</u> (BLACK) NON-FRIABLE	A 100	BINDER/ TAR 85	CELL. 10	CHRYBOTILE 5 <hr/> TOTAL 5
19 A 01-29698	TILE (WHITE) NON-FRIABLE	A 100	BINDER/ CARBONATE 96	CELL. 2	CHRYBOTILE 2 <hr/> TOTAL 2
19 B 01-29698	<u>MASTIC</u> (BLACK) NON-FRIABLE	A 100	BINDER/ TAR 90	CELL. 5	CHRYBOTILE 5 <hr/> TOTAL 5
20 A 01-29698	TILE (WHITE) NON-FRIABLE	A 100	BINDER/ CARBONATE 95	CELL. 3	CHRYBOTILE 2 <hr/> TOTAL 2
20 B 01-29698	<u>MASTIC</u> (BLACK) NON-FRIABLE	A 100	BINDER/ TAR 90	CELL. 4	CHRYBOTILE 6 <hr/> TOTAL 6
21 A 01-29698	TILE (RED/BROWN) NON-FRIABLE	A 100	BINDER/ CARBONATE 88	CELL. 2	CHRYBOTILE 10 <hr/> TOTAL 10
21 B 01-29698	<u>MASTIC</u> (BLACK) NON-FRIABLE	A 100	BINDER/ TAR 85		CHRYBOTILE 15 <hr/> TOTAL 15

00352



EcoSystems Environmental, Inc.

Environmental Consulting Services

PLM BULK ASBESTOS ANALYSIS (NVLAP NO. 101162, TDH LAB LICENSE NO. (30-0117))

8/22/2001

PROJECT: ZOE ACADEMY
HOUSTON, TEXAS

<u>SAMPLE #</u> <u>/LAB</u>	<u>LOCATION OF</u> <u>SAMPLE/TYPE OF</u> <u>MATERIAL SAMPLED</u>	<u>LAYER(%)</u>	<u>NON-ASBESTOS</u> <u>NON-FIBROUS</u> <u>MATERIAL (%)</u>	<u>FIBROUS</u> <u>MATERIAL (%)</u>	<u>ASBESTOS</u> <u>TYPE (%)</u>
22 A 01-29698	TILE (RED/BROWN) NON-FRIABLE	A 100	BINDER/ CARBONATE 85	CELL. 3	CHRYBOTILE 12 <hr/> TOTAL 12
22 B 01-29698	<u>MASTIC</u> (BLACK) NON-FRIABLE	A 100	BINDER/ TAR 85		CHRYBOTILE 15 <hr/> TOTAL 15
23 A 01-29698	TILE (BROWN) NON-FRIABLE	A 100	BINDER/ CARBONATE 80	CELL. 10	CHRYBOTILE 10 <hr/> TOTAL 10
23 B 01-29698	<u>MASTIC</u> (BLACK) NON-FRIABLE	A 100	BINDER/ TAR 85	CELL. 2	CHRYBOTILE 13 <hr/> TOTAL 13
23 C 01-29698	<u>MASTIC</u> (YELLOW) NON-FRIABLE	A 100	BINDER/ GLUE 93	CELL. SYNTH. 5	NONE DET. 0 <hr/> TOTAL 0
24 A 01-29698	TILE (BEIGE) NON-FRIABLE	A 100	BINDER/ CARBONATE 98	CELL. 2	NONE DET. 0 <hr/> TOTAL 0
24 B 01-29698	<u>MASTIC</u> (YELLOW) NON-FRIABLE	A 100	BINDER/ GLUE 97	CELL. 3	NONE DET. 0 <hr/> TOTAL 0
25 A 01-29698	TILE (BEIGE) NON-FRIABLE	A 100	BINDER/ CARBONATE 97	CELL. 3	NONE DET. 0 <hr/> TOTAL 0
25 B 01-29698	<u>MASTIC</u> (YELLOW) NON-FRIABLE	A 100	BINDER/ GLUE 97	CELL. 3	NONE DET. 0 <hr/> TOTAL 0
26 A 01-29698	TILE (TAN) NON-FRIABLE	A 100	BINDER/ CARBONATE 98	CELL. 2	NONE DET. 0 <hr/> TOTAL 0

00353



EcoSystems Environmental, Inc.

Environmental Consulting Services

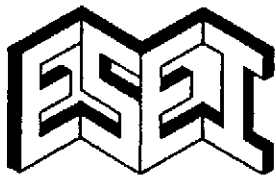
PLM BULK ASBESTOS ANALYSIS (NVLAP NO. 101162, TDH LAB LICENSE NO. (30-0117))

8/22/2001

PROJECT: ZOE ACADEMY
HOUSTON, TEXAS

<u>SAMPLE #</u> <u>/LAB</u>	<u>LOCATION OF</u> <u>SAMPLE/TYPE OF</u> <u>MATERIAL SAMPLED</u>	<u>LAYER(%)</u>	<u>NON-ASBESTOS</u> <u>NON-FIBROUS</u> <u>MATERIAL (%)</u>	<u>FIBROUS</u> <u>MATERIAL (%)</u>	<u>ASBESTOS</u> <u>TYPE (%)</u>
26 B 01-29698	<u>MASTIC</u> (YELLOW) NON-FRIABLE	A 100	BINDER/ GLUE 97	CELL. 3	NONE DET. 0 <hr/> TOTAL 0
27 A 01-29698	TILE (WHITE) NON-FRIABLE	A 100	BINDER/ CARBONATE 98	CELL. 2	NONE DET. 0 <hr/> TOTAL 0
27 B 01-29698	<u>MASTIC</u> (YELLOW) NON-FRIABLE	A 100	BINDER/ GLUE 97	CELL. 3	NONE DET. 0 <hr/> TOTAL 0
28 A 01-29698	TILE (WHITE) NON-FRIABLE	A 100	BINDER/ CARBONATE 97	CELL. 3	NONE DET. 0 <hr/> TOTAL 0
28 B 01-29698	<u>MASTIC</u> (YELLOW) NON-FRIABLE	A 100	BINDER/ GLUE 98	CELL. 2	NONE DET. 0 <hr/> TOTAL 0
29 A 01-29698	TILE (WHITE) NON-FRIABLE	A 100	BINDER/ CARBONATE 98	CELL. 2	NONE DET. 0 <hr/> TOTAL 0
29 B 01-29698	<u>MASTIC</u> (YELLOW) NON-FRIABLE	A 100	BINDER/ GLUE 96	CELL. 4	NONE DET. 0 <hr/> TOTAL 0
30 A 01-29698	TILE (PURPLE) NON-FRIABLE	A 100	BINDER/ CARBONATE 95	CELL. 5	NONE DET. 0 <hr/> TOTAL 0
30 B 01-29698	<u>MASTIC</u> (YELLOW) NON-FRIABLE	A 100	BINDER/ GLUE 97	CELL. 3	NONE DET. 0 <hr/> TOTAL 0
31 A 01-29698	TILE (BLUE) NON-FRIABLE	A 100	BINDER/ CARBONATE 97	CELL. 3	NONE DET. 0 <hr/> TOTAL 0

00354



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Environmental Consulting Services

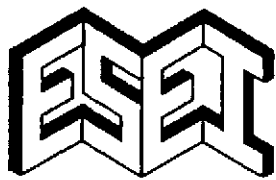
PLM BULK ASBESTOS ANALYSIS (NVLAP NO. 101162, TDH LAB LICENSE NO. (30-0117))

8/22/2001

PROJECT: ZOE ACADEMY
HOUSTON, TEXAS

<u>SAMPLE #</u> <u>/LAB</u>	<u>LOCATION OF</u> <u>SAMPLE/TYPE OF</u> <u>MATERIAL SAMPLED</u>	<u>LAYER(%)</u>	<u>NON-ASBESTOS</u> <u>NON-FIBROUS</u> <u>MATERIAL (%)</u>	<u>FIBROUS</u> <u>MATERIAL (%)</u>	<u>ASBESTOS</u> <u>TYPE (%)</u>
31 B 01-29698	<u>MASTIC</u> (YELLOW) NON-FRIABLE	A 100	BINDER/ GLUE 98	CELL. 2	NONE DET. 0 TOTAL 0
32 A 01-29698	WALL COVE (PURPLE) NON-FRIABLE	A 100	BINDER/ VINYL 96	CELL. 4	NONE DET. 0 TOTAL 0
32 B 01-29698	WALL COVE <u>MASTIC</u> (YELLOW) NON-FRIABLE	A 100	BINDER/ GLUE 97	CELL. 3	NONE DET. 0 TOTAL 0
33 A 01-29698	WALL COVE (PURPLE) NON-FRIABLE	A 100	BINDER/ VINYL 99	CELL. 1	NONE DET. 0 TOTAL 0
33 B 01-29698	WALL COVE <u>MASTIC</u> (YELLOW) NON-FRIABLE	A 100	BINDER/ GLUE 96	CELL. 4	NONE DET. 0 TOTAL 0
34 A 01-29698	WALL COVE (PURPLE) NON-FRIABLE	A 100	BINDER/ VINYL 98	CELL. 2	NONE DET. 0 TOTAL 0
34 B 01-29698	WALL COVE <u>MASTIC</u> (YELLOW) NON-FRIABLE	A 100	BINDER/ GLUE 97	CELL. 3	NONE DET. 0 TOTAL 0
35 A 01-29698	DRYWALL (WHITE) FRIABLE	A 100	BINDER/ GYPSUM 92	CELL. 8	NONE DET. 0 TOTAL 0
35 B 01-29698	TEXTURE (WHITE) FRIABLE	A 100	BINDER/ CARBONATE 98	CELL. 2	NONE DET. 0 TOTAL 0
36 A 01-29698	DRYWALL (WHITE) FRIABLE	A 100	BINDER/ GYPSUM 95	CELL. 5	NONE DET. 0 TOTAL 0

00355



EcoSystems Environmental, Inc.

Environmental Consulting Services

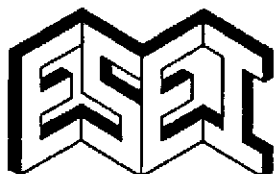
PLM BULK ASBESTOS ANALYSIS (NVLAP NO. 101162, TDH LAB LICENSE NO. (30-0117))

8/22/2001

PROJECT: ZOE ACADEMY
HOUSTON, TEXAS

<u>SAMPLE #</u> <u>/LAB</u>	<u>LOCATION OF</u> <u>SAMPLE/TYPE OF</u> <u>MATERIAL SAMPLED</u>	<u>LAYER(%)</u>	<u>NON-ASBESTOS</u> <u>NON-FIBROUS</u> <u>MATERIAL (%)</u>	<u>FIBROUS</u> <u>MATERIAL (%)</u>	<u>ASBESTOS</u> <u>TYPE (%)</u>
36 B 01-29698	TEXTURE (WHITE) FRIABLE	A 100	BINDER/ CARBONATE 98	CELL. 2	NONE DET. 0 <hr/> TOTAL 0
37 01-29698	TEXTURE (WHITE) FRIABLE	A 100	BINDER/ CARBONATE 97	CELL. 3	NONE DET. 0 <hr/> TOTAL 0
38 A 01-29698	DRYWALL (WHITE) FRIABLE	A 100	BINDER/ GYPSUM 98	FIB. GLASS 10	NONE DET. 0 <hr/> TOTAL 0
38 B 01-29698	TEXTURE (WHITE) NON-FRIABLE	A 100	BINDER/ PAINT 90	CELL. 10	NONE DET. 0 <hr/> TOTAL 0
39 01-29698	TEXTURE (WHITE) FRIABLE	A 100	BINDER/ CARBONATE 98	CELL. 2	NONE DET. 0 <hr/> TOTAL 0
40 01-29698	DRYWALL (WHITE) FRIABLE	A 100	BINDER/ GYPSUM 88	CELL. 12	NONE DET. 0 <hr/> TOTAL 0
41 01-29698	TEXTURE (WHITE) FRIABLE	A 100	BINDER/ CARBONATE 98	CELL. 2	NONE DET. 0 <hr/> TOTAL 0
42 01-29698	TEXTURE (WHITE) FRIABLE	A 100	BINDER/ CARBONATE 98	CELL. 2	NONE DET. 0 <hr/> TOTAL 0
43 01-29698	TEXTURE (WHITE) FRIABLE	A 100	BINDER/ CARBONATE 97	CELL. 3	NONE DET. 0 <hr/> TOTAL 0
44 A 01-29698	DRYWALL (WHITE) FRIABLE	A 100	BINDER/ GYPSUM 92	FIB. GLASS 8	NONE DET. 0 <hr/> TOTAL 0

00356



EcoSystems Environmental, Inc.

Environmental Consulting Services

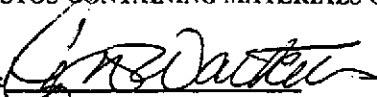
PLM BULK ASBESTOS ANALYSIS (NVLAP NO. 101162, TDH LAB LICENSE NO. (30-0117))

8/22/2001

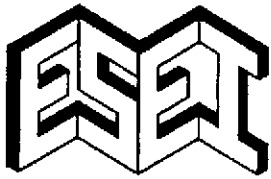
PROJECT: ZOE ACADEMY
HOUSTON, TEXAS

<u>SAMPLE #</u> <u>/LAB</u>	<u>LOCATION OF</u> <u>SAMPLE/TYPE OF</u> <u>MATERIAL SAMPLED</u>	<u>LAYER(%)</u>	<u>NON-ASBESTOS</u> <u>NON-FIBROUS</u> <u>MATERIAL (%)</u>	<u>FIBROUS</u> <u>MATERIAL (%)</u>	<u>ASBESTOS</u> <u>TYPE (%)</u>
44 B 01-29698	TEXTURE (WHITE) FRIABLE	A 100	BINDER/ CARBONATE 97	CELL. 3	NONE DET. 0 <hr/> TOTAL 0
45 01-29698	TEXTURE ONLY (WHITE) FRIABLE	A 100	BINDER/ CARBONATE 98	CELL. 2	NONE DET. 0 <hr/> TOTAL 0
46 A 01-29698	DRYWALL (WHITE) FRIABLE	A 100	BINDER/ GYPSUM 95	CELL. 5	NONE DET. 0 <hr/> TOTAL 0
46 B 01-29698	TEXTURE (WHITE) FRIABLE	A 100	BINDER/ CARBONATE 96	CELL. 2	NONE DET. 0 <hr/> TOTAL 0
47 A 01-29698	DRYWALL (WHITE) FRIABLE	A 100	BINDER/ GYPSUM 94	FIB. GLASS 6	NONE DET. 0 <hr/> TOTAL 0
47 B 01-29698	TEXTURE (WHITE) FRIABLE	A 100	BINDER/ CARBONATE 96	CELL. 4	NONE DET. 0 <hr/> TOTAL 0
48 01-29698	TEXTURE (WHITE) FRIABLE	A 100	BINDER/ CARBONATE 98	CELL. 2	NONE DET. 0 <hr/> TOTAL 0
49 01-29698	DUCT TAPE (BLACK/GREY) NON-FRIABLE	A 100	BINDER/ PARTIC. 55	CELL. 45	NONE DET. 0 <hr/> TOTAL 0
50 01-29698	DUCT TAPE (BLACK/GREY) NON-FRIABLE	A 100	BINDER/ PARTIC. 60	CELL. 40	NONE DET. 0 <hr/> TOTAL 0

[PERCENTAGES OF ASBESTOS, WHEN PRESENT IN A SAMPLE, ARE VISUAL ESTIMATES BY VOLUME; QUANTITATION IS ACHIEVED BY UTILIZING A STEREOBINOCULAR MICROSCOPE. SEE THE ATTACHED ECOSYSTEMS STATEMENT ENTITLED BULK SAMPLE ANALYSIS: ASBESTOS FOR IMPORTANT INFORMATION ON POINT COUNTING FOR REGULATED ASBESTOS-CONTAINING MATERIALS CONTAINING LESS THAN 10% ASBESTOS.]

ANALYST: 
CYNTHIA WATKINS

00357



EcoSystems Environmental, Inc.

Environmental Consulting Services

BULK SAMPLE ANALYSES: ASBESTOS

BACKGROUND:

EcoSystems Environmental, Inc. (ESEI) is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) -*Laboratory ID # 101162*- through the National Institute of Standards and Technology (NIST). ESEI is also licensed and authorized to perform as an asbestos laboratory by the Texas Department of Health (*License No. 30-0117*). ESEI is a Charter member of *North Texas Asbestos Analyst Association's (NTA³)* Quality Control Program.

METHOD & LAYERING:

Bulk samples are prepared and analyzed in accordance with the polarized light microscopy procedures outlined in the *EPA/600/R-93/116* or the EPA method, under AHERA. *The test report relates only to the samples submitted for analysis. ESEI's laboratory accreditation or any of its test results in no way implies product certification, approval, or endorsement by NIST or any agency of the U.S. Government. The test reports can not be reproduced except in full and with ESEI's permission.*

When a sample consists of two or more distinct layers or materials, each layer is analyzed and reported separately. Any layer containing more than 1% asbestos is declared by the National Emission Standards for Hazardous Air Pollutants (NESHAP) as an *asbestos-containing material (ACM)*.

PERCENTAGES & POINT COUNTING

Reported percentages of asbestos are visual estimates by volume; quantitation is achieved by utilizing a stereobinocular microscope. The Asbestos NESHAP Revision Final Rule states that regulated asbestos-containing materials (as defined in 40 CFR Section 61.141) containing less than 10% asbestos (*including the samples that contain a trace or less than 1% asbestos which are considered by the EPA as asbestos-containing materials if analyzed by Polarized Light Microscopy (PLM) may be verified by point counting.* If the lab detects the asbestos content of a sample to be <10%, the client may: 1) elect to assume the amount to be greater than 1% and treat the material as asbestos containing or 2) require the verification of the amount by point counting. If a result obtained by point counting is different from a result obtained by visual estimation, *the point count result will be used.* *Samples for which no asbestos is detected by the PLM do not need to be point counted.*

TYPES OF ASBESTOS:

Asbestos is a general term to one of several naturally occurring fibrous minerals. These are divided into two categories: serpentine and amphiboles. **Chrysotile**, a serpentine, is the most commonly found form of asbestos. The five other types are all amphiboles. These include **Amosite**, (fibrous grunerite), **Crocidolite** (fibrous riebeckite), fibrous **Anthophyllite**, fibrous **Tremolite** and fibrous **Actinolite**.

BACKGROUND MATERIALS:

Materials which do not contain Asbestos are reported for each sample. These background materials are divided into Fibrous and non-fibrous types. Common Fibrous materials include glass, mineral wool, cellulose, paper, and synthetics (nylon, rayon, Dacron). Common non-fibrous materials include binder (glues), mica, quartz, vermiculite, clays, lizardite and talc.

SAMPLE STORAGE:

Bulk samples are double bagged and stored for 90 days unless otherwise arranged with the client. Samples can be returned within 90 day period upon receipt of written authorization and payment of a return fee.

00358



EcoSystems Environmental, Inc.

Environmental Consulting Services

TDH Laboratory No. 30-0117
NVLAP No. 101162

CHAIN OF CUSTODY SHEET

00359

01-29690

Client: Compliance Partners, Inc.		Inspector: <i>[Signature]</i>	License No.: 20-5710
Project: ZOE ACADEMY		HOUSTON, TX	
Telephone: (972) 723-9509	Fax: (972) 723-0964	Project No.:	

Turnaround Time: Normal 24 Hour Other _____ Purchase Order No.: _____

Sample No.	Date	Location	Description
01	8/8/01	PLM	texture / drywall
02			ceiling tile
03			ceiling tile
04			ceiling tile
05			ceiling tile
06			wallcover / mastic
07			wallcover / mastic
08			sheet vinyl / mastic
09			sheet vinyl / mastic
10			stair edging

Relinquished By *[Signature]* Organization CPI Date 8-9-01 Time 9:00
 Received By *[Signature]* Organization ESL Date 8-13-01 Time 8:30am
 Relinquished By _____ Organization _____ Date _____ Time _____
 Received By _____ Organization _____ Date _____ Time _____



EcoSystems Environmental, Inc.

Environmental Consulting Services

TDH Laboratory No. 30-0117
NVLAP No. 101162

CHAIN OF CUSTODY SHEET

00000

Client: <u>Compliance Partners, Inc.</u>		Inspector: <u>[Signature]</u>	License No.: <u>20-5710</u>
Project: <u>ZOE ACADEMY</u>		<u>HOUSTON, TX</u>	
Telephone: <u>(972) 723-9509</u>	Fax: <u>(972) 723-0964</u>	Project No.:	
Turnaround Time: Normal <input checked="" type="checkbox"/> 24 Hour <input type="checkbox"/> Other _____		Purchase Order No.: _____	

Sample No.	Location	Description
11		stair edging
12		tile / mastic
13		wallcove / mastic
14		wallcove / mastic
15		wallcove / mastic
16		wallcove / mastic
17		wallcove / mastic
18		tile / mastic
19		tile / mastic
20		tile / mastic

Relinquished By <u>[Signature]</u>	Organization <u>CPI</u>	Date <u>8-9-01</u>	Time <u>9:00</u>
Received By <u>[Signature]</u>	Organization <u>ES&T</u>	Date <u>8-13-01</u>	Time <u>8:30</u>
Relinquished By _____	Organization _____	Date _____	Time _____
Received By _____	Organization _____	Date _____	Time _____



EcoSystems Environmental, Inc.

Environmental Consulting Services

TDH Laboratory No. 30-0117
NVLAP No. 101162

CHAIN OF CUSTODY SHEET

00361

Client: Compliance Partners, Inc.		Inspector: <i>JC Wyatt</i>	License No.: 20-5110
Project: ZOE ACADEMY		HOUSTON, TX	
Telephone: (972) 723-9509	Fax: (972) 723-0964	Project No.:	
Turnaround Time: Normal <input checked="" type="checkbox"/> 24 Hour <input type="checkbox"/> Other _____		Purchase Order No.: _____	

21	8/8/01	PLM	tile / mastic
22			tile / mastic
23			tile / mastic / carpet glue
24			tile / mastic
25			
26			
27			
28			
29			
30			

Relinquished By <i>Miguel White</i>	Organization <i>CPI</i>	Date <i>8-9-01</i>	Time <i>9:00</i>
Received By <i>Waters</i>	Organization <i>ES&I</i>	Date <i>8-13-01</i>	Time <i>8:30</i>
Relinquished By _____	Organization _____	Date _____	Time _____
Received By _____	Organization _____	Date _____	Time _____



EcoSystems Environmental, Inc.

Environmental Consulting Services

TDH Laboratory No. 30-0117
NVLAP No. 101162

CHAIN OF CUSTODY SHEET

29809

Client: Compliance Partners, Inc.		Inspector: <i>JC Wynn</i>	License No.: 20-5710
Project: ZOE ACADEMY		HOUSTON, TX	
Telephone: (972) 723-9509	Fax: (972) 723-0964	Project No.:	
Turnaround Time: Normal <input checked="" type="checkbox"/> 24 Hour <input type="checkbox"/> Other _____		Purchase Order No.: _____	

Sam	Date	PLM	Description
31	8/8/01	PLM	f.k. mastic
32			wall core / mastic
33			wall core / mastic / texture
34			wall core / mastic / texture
35			drywall / texture
36			drywall / texture
37			texture
38			drywall / texture
39			texture
40			drywall

Relinquished By <i>Miguel White</i>	Organization <i>CPI</i>	Date <i>8-9-01</i>	Time <i>9:00</i>
Received By <i>Waters</i>	Organization <i>ES&E</i>	Date <i>8-13-01</i>	Time <i>8:30</i>
Relinquished By _____	Organization _____	Date _____	Time _____
Received By _____	Organization _____	Date _____	Time _____



EcoSystems Environmental, Inc.

Environmental Consulting Services

TDH Laboratory No. 30-0117
 NVLAP No. 101162

CHAIN OF CUSTODY SHEET

00365

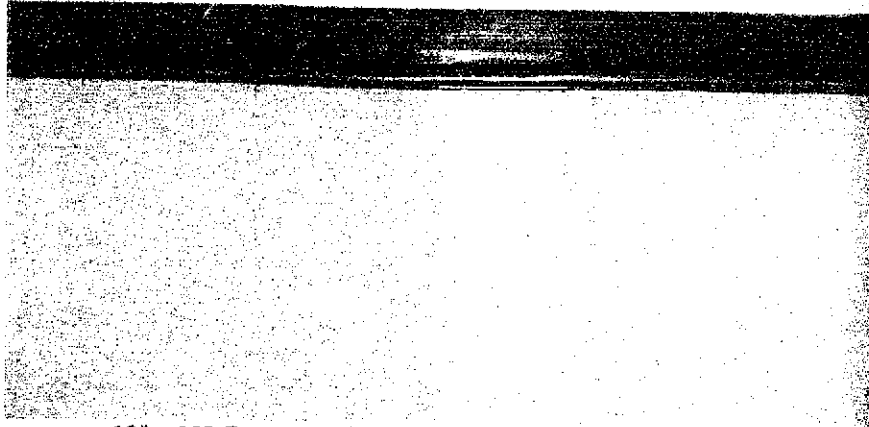
Client: <u>Compliance Partners, Inc.</u>		Inspector: <u>JC Wyatt</u>	License No.: <u>20-5710</u>
Project: <u>ZOE ACADEMY</u>		<u>HOUSTON, TX</u>	
Telephone: <u>(972) 723-9509</u>	Fax: <u>(972) 723-0964</u>	Project No.:	
Turnaround Time: Normal <input checked="" type="checkbox"/> 24 Hour <input type="checkbox"/> Other _____		Purchase Order No.: _____	

Sample ID	Date	Location	Description
41	8/8/01	PLM	texture
42			texture
43			texture
44			dry well / texture
45			dry well / texture
46			dry well / texture
47			dry well / texture
48			texture
49			duct tape
50			duct tape

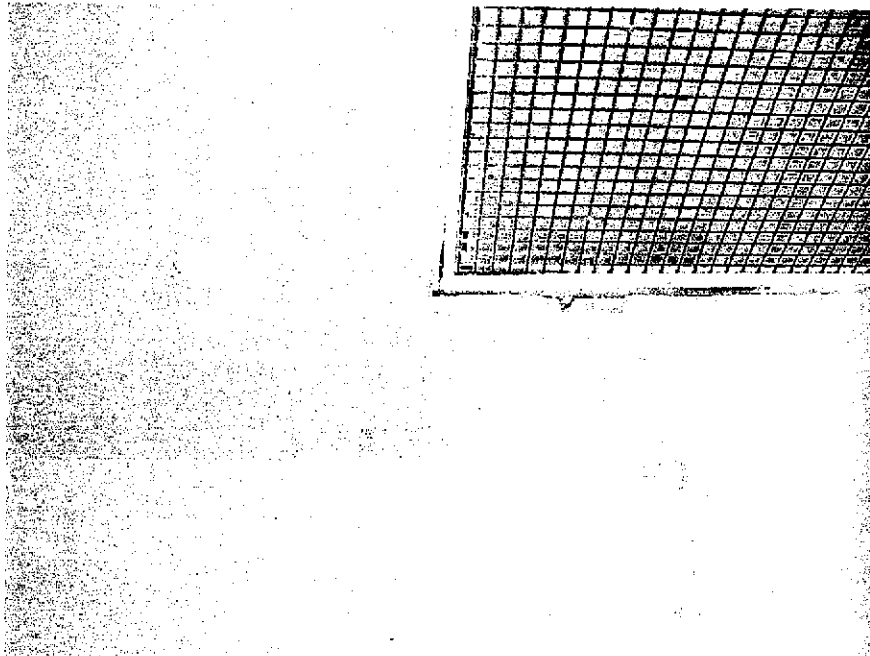
Relinquished By <u>Miguel White</u>	Organization <u>CPI</u>	Date <u>8-9-01</u>	Time <u>9:00</u>
Received By <u>Watters</u>	Organization <u>ES&E</u>	Date <u>8-13-01</u>	Time <u>8:30</u>
Relinquished By _____	Organization _____	Date _____	Time _____
Received By _____	Organization _____	Date _____	Time _____

Attachment D

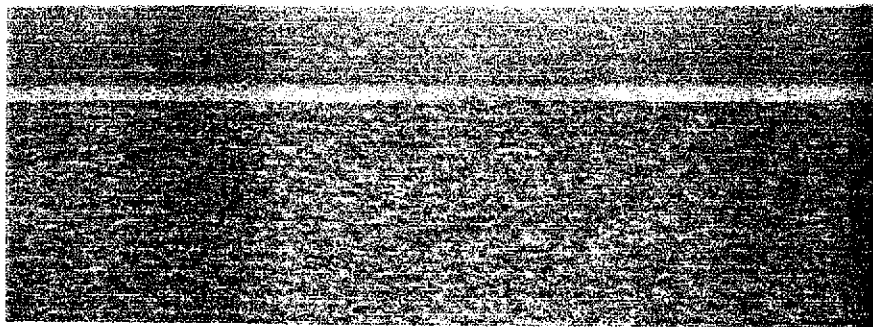
Photographs



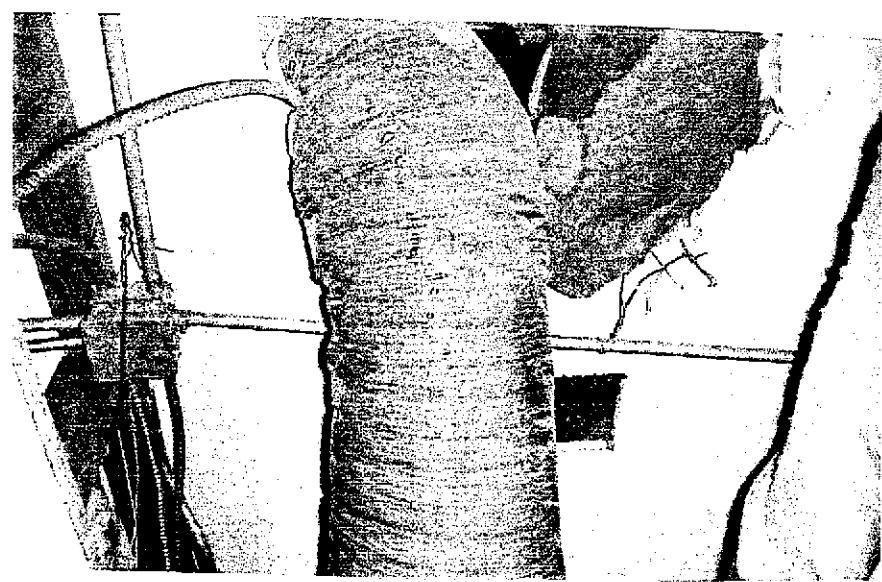
12" x 12" Cream speckled floor tile; 4" dark brown wallcove;
rough textured drywall



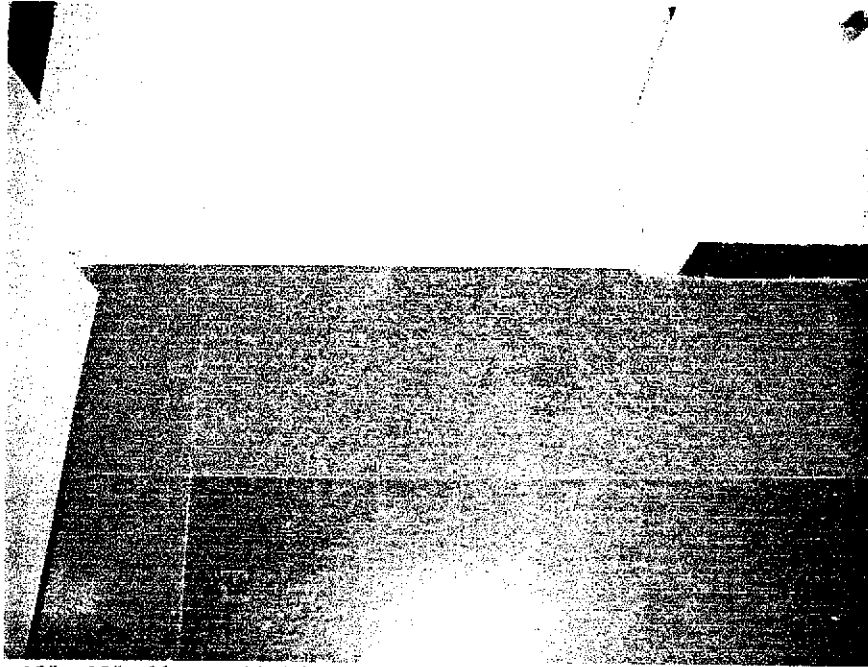
Smooth textured drywall; 4" x 4" pattern wallboard



Rough textured drywall; 4" gray wallcover



Drywall ceiling over classrooms; flex ducting



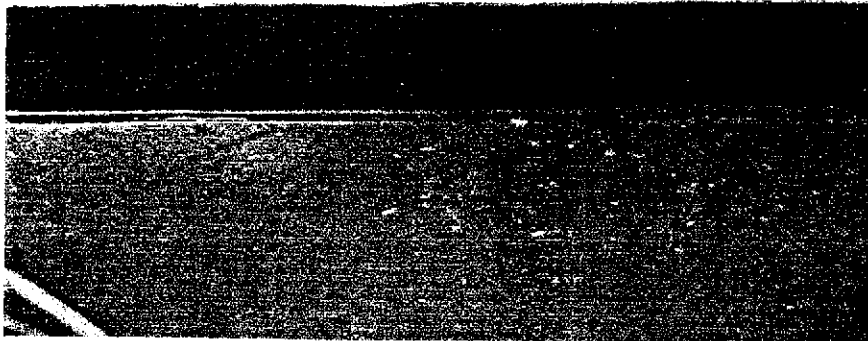
12" x 12" white speckled floor tile; 12" x 12" purple & 12" x 12" teal floor tile
wipe textured drywall; 4" burgundy wallcover



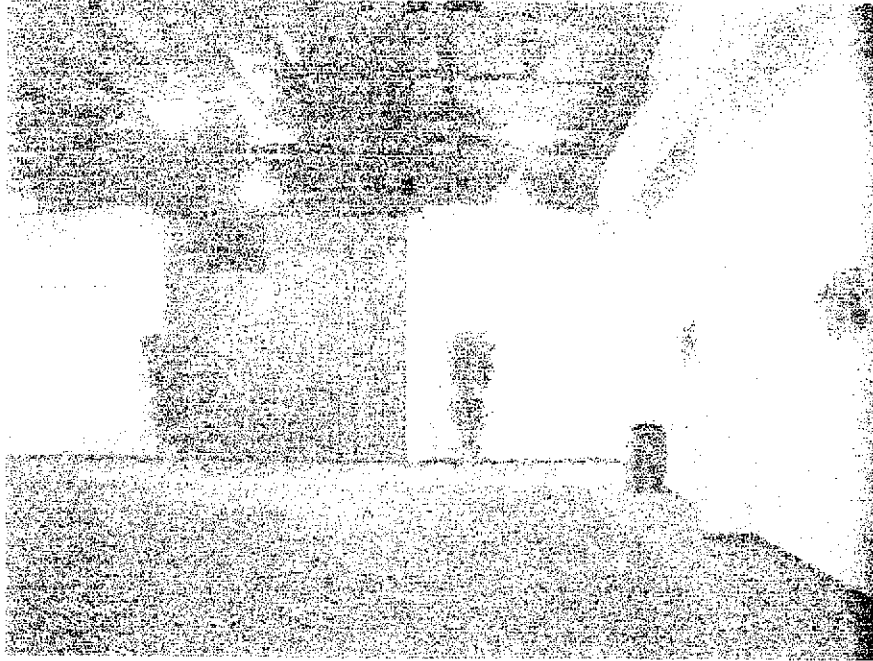
2' x 2' chicken scratch pattern ceiling tile



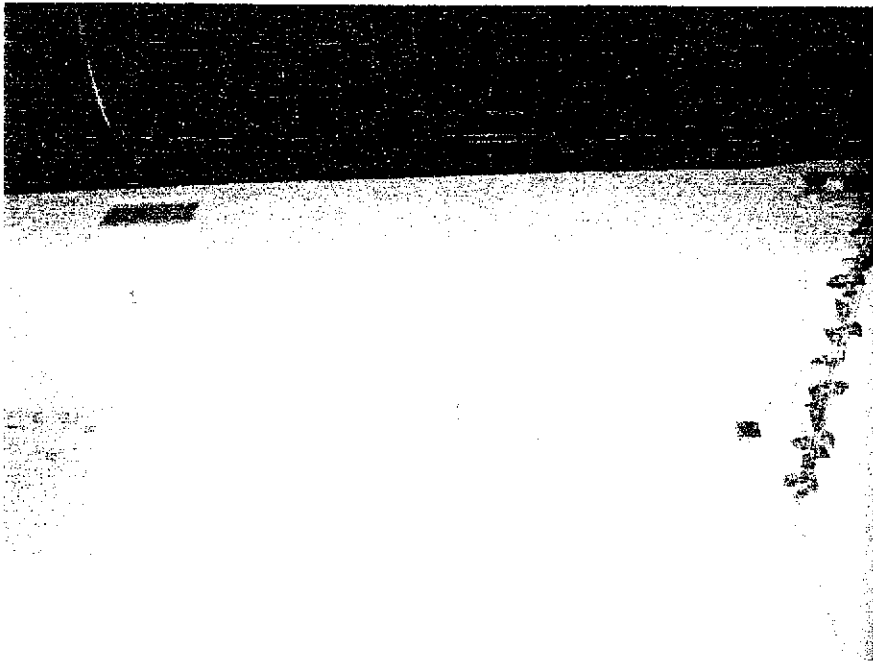
12" x 12" white speckled floor tile; 4" burgundy wallcove;
drip pattern textured drywall



Wipe textured drywall; 4" burgundy wallcove; 12" x 12" purple floor tile



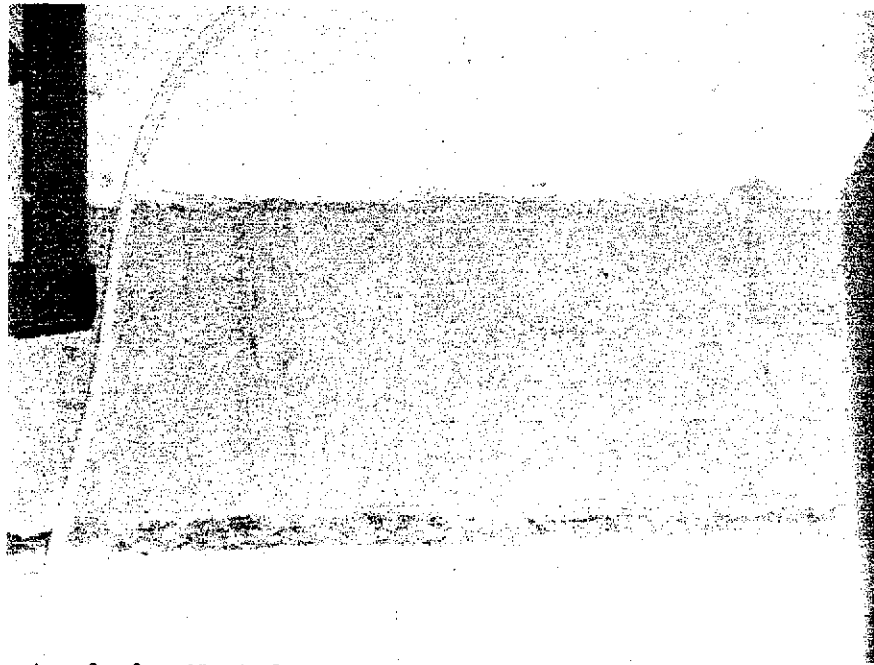
Wipe textured drywall; 4" dark brown wallcove



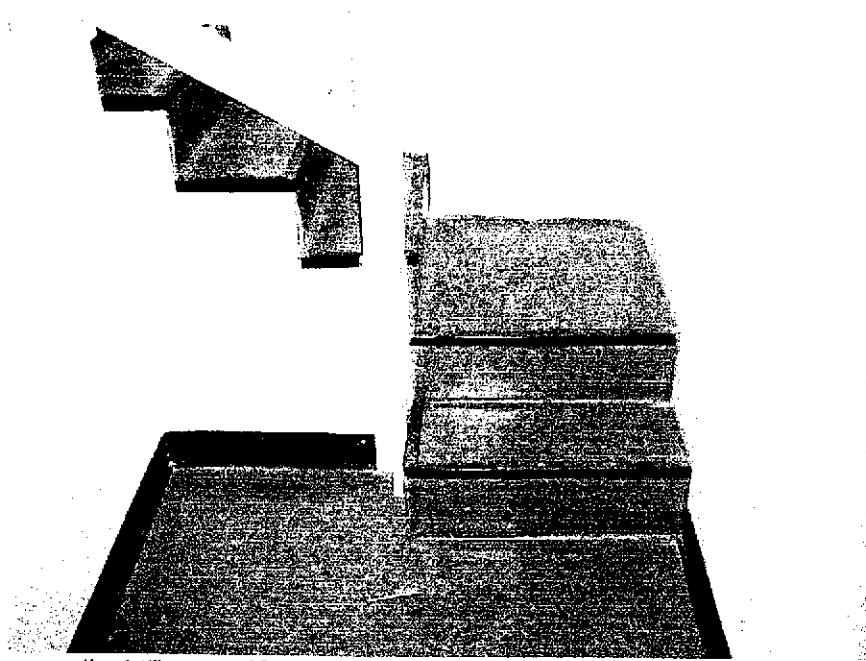
Galvanized steel ducting in open class area



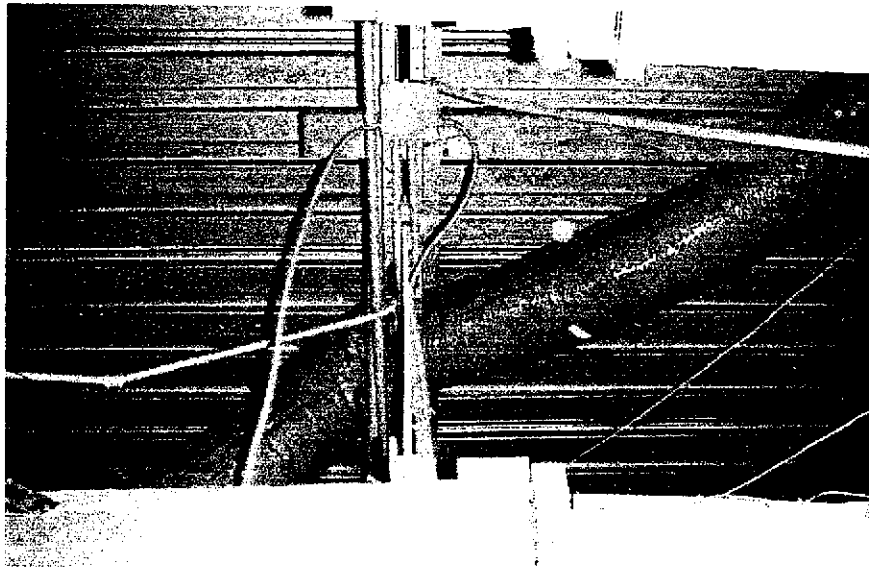
12" x 12" light yellow/gray streaked floor tile; 9" x 9" dark red/brown floor tile



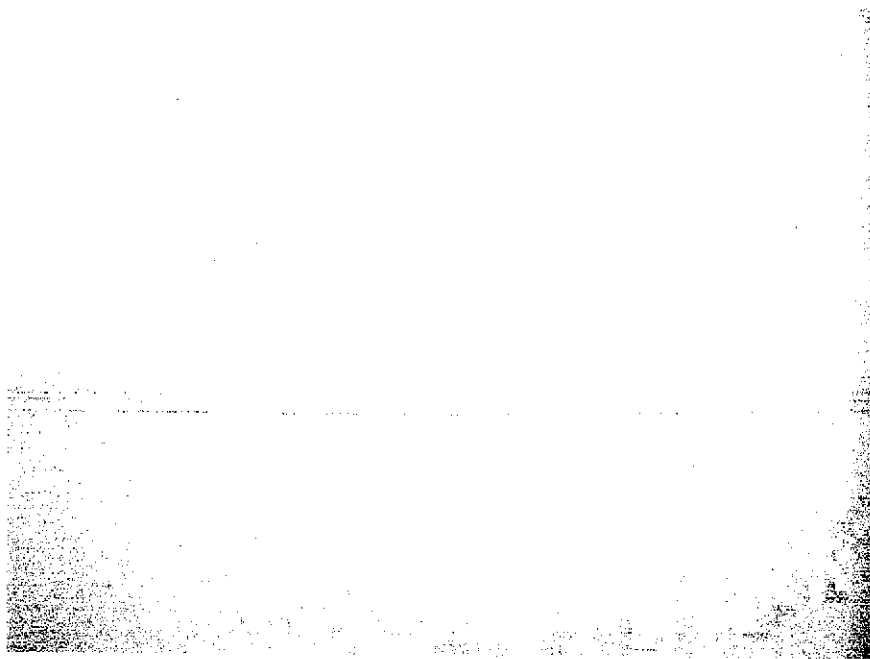
4 sq. ft. of tan 9" x 9" floor tile; 12" x 12" light yellow/gray streaked floor tile



4' x 14" area red/brown pebble sheet vinyl; smooth textured drywall
20 in. ft. of 1" dark brown vinyl stair edge



Baptistry - overhead ducting



Rough sponge textured drywall - auditorium



12" x 12" cream speckled floor tile; 4" cream wallcover; papered drywall



2' x 2' chicken scratch pattern ceiling tile,
2' x 2' fissure pinhole pattern ceiling tile

Attachment E

ACM Management Cost Estimate

ACM MANAGEMENT COST ESTIMATE

Selected options for managing the identified ACM in the building are presented in this attachment. The estimates are budgetary, only.

Option 1. Abatement of all Identified ACM in Building

This option includes the estimated cost of removing and disposal of identified nonfriable ACM in the building. It is possible that additional ACM is present in the building in locations that were inaccessible within the scope of this inspection. They must not be interpreted as the costs associated with making the building "asbestos free". These costs are estimated and are not to be considered a quotation. ACM may be present in locations that were not discovered within the scope of this project. Materials replacement of abated areas is not included in this estimate. These costs also do not reflect applicable taxes and state fees to be paid by the owner.

12" x 12" Floor Tile & Mastic (Lt. gray & cream marble)	3,160 sq. ft.	5.00 / sq. ft.	\$15,800.00
Abatement Total =			\$15,800.00
Project design, management, air monitoring			\$2,000.00
Contingency			\$180.00
Total Amount to Abate Identified ACM			\$17,980.00

Option 2. Manage Identified ACM in Place

This option includes placement of the identified ACM in an Operations & Maintenance (O&M) Program. The O&M program would include labeling ACM and informing building occupants of the location and proper precautions regarding contact with the ACM, in accordance with current OSHA regulations (29 CFR 1926.1101).

O&M Plan & Labeling	(outside contractor)	\$1,000.00
Total Cost of Option 2		\$1,000.00

Attachment C

**Designated Person &
Associated Training Records**

00376

DESIGNATED PERSON:

Name: _____

Address: _____

Phone #: _____

Attachment D

**Example
Notification Letters**

00378

EXAMPLE
NOTICE TO SCHOOL EMPLOYEES

In accordance with EPA regulations, this school has been inspected for friable (easily crumbled) materials which contain asbestos. Friable asbestos containing material may cause health problems.

Friable asbestos-containing material is not present in

ZOE ACADEMY
(Name of School)

A record of the inspection and a copy of relevant EPA regulations are available in:

Building	Room

For further information, interested persons should call 800-424-9064.

Signed:

(Name)

(Title)

(Date)

EXAMPLE

**ZOE ACADEMY
6701 CULLEN BLVD.
HOUSTON, TEXAS**

AUGUST 24, 2001

TO PARENTS / TEACHERS / EMPLOYEES:

IN 1987, CONGRESS PASSED LEGISLATION WHICH REQUIRED ALL SCHOOL DISTRICTS AND PRIVATE SCHOOLS IN THE UNITED STATES TO INSPECT THEIR FACILITIES FOR BOTH FRIABLE (CRUMBLED BY HAND PRESSURE) AND NONFRIABLE ASBESTOS CONTAINING MATERIALS. THIS LEGISLATION IS ENTITLED, THE ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA). AHERA REQUIRES SCHOOL DISTRICTS TO INSPECT ALL NEW BUILDINGS ACQUIRED, WHICH WILL BE USED AS SCHOOL FACILITIES, FOR THE PRESENCE OF ASBESTOS PRIOR TO USE AS A SCHOOL BUILDING.

I AM PLEASED TO ADVISE THAT AN ASBESTOS MANAGEMENT PLAN IS IN PLACE FOR ZOE ACADEMY AND AVAILABLE FOR YOUR REVIEW IN MY OFFICE, SHOULD YOU SO DESIRE.

DESIGNATED INDIVIDUAL

Attachment E
Outside Contractor Listing

LISTING OF LICENSED CONTRACTORS

ABATEMENT CONTRACTORS

ATMS
1523 CENTRAL PARK DRIVE
HURST, TEXAS 76053
817-589-1421

HP ENVIROVISION
460 S. BELTLINE RD. SUITE 430
IRVING, TEXAS 75060
972-399-0068

LA ENVIRONMENTAL, INC.
5850 MAPLE AVENUE
DALLAS, TEXAS 75235
214-956-7903

TRAINING PROVIDER

GEBCO ASSOCIATES
669 AIRPORT FREEWAY, SUITE 210
HURST, TEXAS 76053-3962
817-268-4006

INSPECTORS / MANAGEMENT PLANNERS

COMPLIANCE PARTNERS, INC.
300 N. 8TH STREET, SUITE 209
MIDLOTHIAN, TEXAS 76065
972-723-9509

R. S. Rosa Ministries
"Proclaiming Deliverance in the Spirit of Excellence!"
 6701 Cullen Blvd. - Houston, TX 77021

Phone: 713-748-4228
 Fax: 713-748-7833

Fax Transmittal Form

To *MARY PERRY*

From
 Pastor R. S. Rosa, II

Name:
 Organization Name/Dept:
 CC:
 Phone number:
 Fax number: *512-463-9732*

Phone: 713-748-4228
 Fax: 713-748-7833

- Urgent
- For Review
- Please Comment
- Please Reply

Date sent: *12-8-00*
 Time sent: *2:45 p.m.*
 Number of pages including cover page: *4*

Message:

Information Requested
Need to Establish Vendor ID. Number (VIN)...

00383

Zoe Learning Academy Inc.
6701 Cullen Blvd.
Houston, Texas 77021

December 7, 2000

Comptroller of Public Accounts
111 E. 17th Street
Austin, Texas 78774

Re: "Letter of Exemption"

To Whom It May Concern:

Zoe Learning Academy, Inc. is a non-profit organization, organized in August 2000. The mailing address for this Corporation is 6701 Cullen Blvd. Houston, Texas 77021.

The purpose of Zoe Learning Academy, Inc. is to be committed to educate young children with educational skills and to equip them with the skills and training that will allow them to achieve and to be able to encourage, enlighten, empower and mentoring to young at-risk children between the ages of 5 to 12 years of age in the Harris County communities. Encouraging them to: maintain high standards, strive for higher levels of scholastic achievement in education, develop a sense of community and a diversity of cultural awareness, serve as a positive role model for younger generations and perform successfully in all aspects of educational with enthusiasm. Commitment and responsibility. The Zoe Learning Inc. will fully participated with the Harris School Board; and with other local and government entities for those at-risk young boys and girls of the community.

Please grant our school exemption from state and local sales tax based on the information submitted. Thanks for your help concerning this matter.

Yours truly,


Dr. Richard S. Rose II.
C.E.O.

00384

 District/Institution Name

 County-District No.

TEXAS EDUCATION AGENCY
Division of Contracts and Grants Administration
**General Application of Assurances for Federal Programs Administered by the
U.S. Department of Education**

Authority for Data Collection: 20 USC Section 1232e.

Planned Use of Data: The requirements established in United States Code Annotated, Title 20, Education, Chapter 31, Subchapter III, Section 1232(e) stipulate that "Each local education agency which participates in an applicable program under which federal funds are made available to such agency through a State agency shall submit, to such agency or board, a general application containing the assurances set forth in subsection (b) of this section." The application shall cover the participation by the local education agency in all federal programs administered by the U.S. Department of Education.

Instructions: This general application will be in effect for the duration of participation in federal programs until such time as the requirements change. The superintendent or other authorized officer must sign the certification and return to the address below. Payment for federally funded applications and contracts cannot be made by this Agency until the general application is received. For further information, contact the Division of Contracts and Grants Administration at (512) 463-9269.

Certification:

I, the undersigned authorized official for the above-named local educational agency, in accordance with 20 USC Section 1232e, hereby apply for participation in federally funded education programs.

I certify that the local educational agency will adhere to the assurances stated on the reverse side of this form.

Typed Name of Authorized Official	Date	Telephone	Signature (must be original)
Dr. Richard S. Rose, II.	Dec. 4,	713-748-	Dr. R. S. Rose
Typed Title of Authorized Official	2000	4228	
C.E.O.			

Return original to:

Texas Education Agency
William B. Travis Bldg.
Document Control Center, Room 6-108
1701 North Congress
Austin, Texas 78701

DF/GA-001R00

00385

Attachment 12
No Budget adjustments
provided or no
explanation of
change in number
of students.



TEXAS EDUCATION AGENCY
DIVISION OF SCHOOL FINANCIAL AUDITS

*Contingencies
for review*

MEMORANDUM

To: Mary Perry
From: Lori Lee
Date: Friday, October 27, 2000
RE: Review of Charter Application for The ZOE Learning Academy Charter School

The following summarizes various issues and/or concerns for The ZOE Learning Academy Charter School based on our review of their charter application.

Application for Charter

✓ Page 1: A note has been added which states that additional sites will be added throughout the five year charter. The school should be reminded that all sites added must be approved by the State Board.

School Demographics

stats provided in another set of info. however I did not see it

Page 16: The school demographic grid indicates that in 2003 forward the school will exceed the maximum enrollment listed on page 1 of the application.

Governance

Organizational Chart

✓ Page 20: On the schools organizational chart there is a category for a Region IV Financial Consortium. Who is involved in this Consortium? What role will the school play in the Consortium? What is the purpose of the Consortium?

Code of Conduct

✓ Page 30: The application states any student can be excused for a temporary absence due to illness, death in the family, or for unusual causes acceptable to the Principal. Does the school understand that "tardies" and "excused" and "unexcused" absences do not exist for purposes of official attendance accounting and Foundation School Program funding?

Business Plan

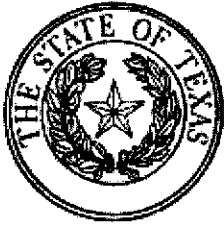
Financial Management

Attachment 12

The estimated enrollment used to calculate the first years budget is 270, however, from page 1 of the application for charter the estimated enrollment is stated at 150. The year 3 budget is based on an enrollment of 320 students, which will exceed the maximum enrollment of 300 students.

*Not Acceptable
No Budget Adjustments
provided or no
explanation of
change in number of
students*

Attachment 13
Rent adjusted however
no explanation of
number of students



TEXAS EDUCATION AGENCY
DIVISION OF SCHOOL FINANCIAL AUDITS

MEMORANDUM

RE: The ZOE Learning Academy, Page 2

Attachment 13

The year 1 cash flow statement has understated the rent expense. According to Attachment 15 the lease agreement is \$6,000 per month. The year 1 cash flow is also based on the 270 estimated students. The year 3 cash flow is based on the enrollment of 320 students also exceeding the maximum enrollment of 300 students.

According to new cash flow statement for rent OK. Still no explanation of estimated students

Student Attendance Accounting

Attachment 16

A copy of the Houston ISD calendar is provided, not the calendar for The ZOE Learning Academy. The calendar provided is for the current fiscal year, and the school will not be open until the next school calendar year. Does the school plan on using the same calendar as Houston ISD?

*NOT acceptable statement provided
"MAY amend" is not acceptable. The calendar must have 180 days of the school must obtain a waiver*

**RESOLUTION FOR AMENDMENTS
OF THE BYLAWS OF
ZOE LEARNING ACADEMY, INC.**

Whereas, the following resolution to the bylaws of Zoe Learning Academy, Inc., was adopted and accepted on this the 4th day of December 2000.

Whereas, Zoe Learning Academy, Inc. Adopted into the records to reflect that the Chief Executive Officer & President, Reverend Dr. R S. Rose II. along with a quorum voted that this resolution be place effective as of December 4, 2000 that they would Amend the Bylaws of Zoe Learning Academy, Inc., would make changes to Article II, Section 1 of the current Bylaws to reflect the changes to read as follow.

Correction:

The purpose of Zoe Learning Academy, Inc., is to be committed to educate young children with quality educational skills and to equip them with the skills and training that will allow them to achieve and to be able to encourage, enlighten, empower and be mentors to young at-risk young children between the ages of 5 to 12 years of age of the Houston, Harris County communities.

Encouraging them to maintain the highest levels of academic and scholastic achievement possible in education. To develop a sense of community awareness and cultural diversities. To also serve as a positive role models for other younger generations and perform successfully in all aspects of educational and with enthusiasm, commitment and responsibility. The Zoe Learning Academy, Inc. will fully participate with the Harris County School Boards, and with other local and government entities for those at-risk young boys and girls within the various Houston communities.

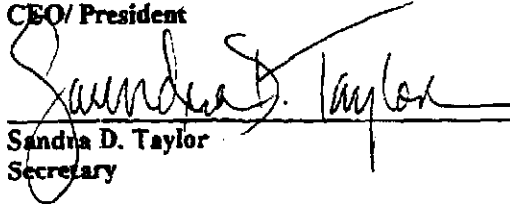
Whereas, a quorum of 1/3 governing body of the board was present and it was voted and ruled that was been properly moved and second that this resolution be place into the records affected this 4th day of December 2000.

Whereas, Zoe Learning Academy, Inc., adopted the resolution and placed into the bylaws that we do an amendment to the bylaws and current resolution.

It was the recommendation of the governing body that was present that these adoptions be placed into the official records of the minutes as well as the bylaws.



Dr. R. S. Rose, II
CEO/ President



Sandra D. Taylor
Secretary

COMPLIANCE ISSUES ADDRESSED TO TEA REQUESTS FOR ADDITIONAL INFORMATION

Application for Charter

- Page 1 The school officials recognized that additional sites will be brought before the SBOE for approval.
- Page 16 This was corrected through previous documentation to TEA.
- Page 20 Region IV who has worked with Bill Outlaw to establish the Financial Consortium for Charter Schools has been designated as the Financial Branch in the organizational chart. However, ZOE Learning Academy would request that bids be taken from additional consultants and a selection be made from the services offered. Bill Fotjesek is presently working with a firm that the school desires to consider.
- Page 30 ZOE Learning Academy recognizes that the *Student Attendance Accounting Handbook* clearly describes the process for official attendance accounting which will be followed. Attendance policies and procedures contained in the application clearly state that this would be followed. The Code of Conduct will be amended to reflect the *Student Attendance Accounting Handbook* guidelines in its method of taking, recording, and reporting attendance.
- Attachment 12 See Exhibit A for a revised cash flow.
- Attachment 16 As stated in the application, the ZOE learning Academy will follow the same calendar as Houston ISD. However, ZOE may amend the calendar to reflect 180 instructional days. HISD provides 178 instructional days due to a professional development waiver. ZOE will provide 180 days of instruction. Professional development will occur outside the school day, before school begins, and during the summer.

FILED

DEC 12 2008

CHARTER SCHOOLS

391

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

Name of Charter School IDE LEARNING CENTER
 Contact Person R S ROSE
 Telephone 713-748-4228

DEC 10 2001

ounded to Ever Dollars

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Req Balance		\$52,818	\$55,024	\$61,232	\$62,040	\$55,848	\$50,856	\$45,464	\$40,272	\$35,080	\$36,388	\$39,988
Cash Inflows												
Local Sources	2,500	2,000	500									
State Sources	173,616	86,808	86,808	86,808	86,808	86,808	86,808	86,808	86,808	86,808	86,808	86,808
Start-Up grant	4,000	18,000	12,000	8,000								
Federal Sources		7,500	7,500	7,500	7,500	7,500	7,900	7,500	7,500	7,500	7,500	7,500
Loans												
Total Receipts	\$180,116	112,308	\$176,808	\$192,308	\$194,308	\$194,308	\$194,308	\$194,308	\$194,308	\$194,308	\$194,308	\$194,308
Cash Outflows												
Payroll	63,000	63,000	63,000	63,000	63,000	63,000	63,000	63,000	63,000	63,000	63,000	58,885
Services												
Professional Services	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	11,500	15,500
Rent	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
Utilities	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Other Services	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Supplies	12,500	12,000	10,000	10,000	9,000	8,000	8,000	8,000	8,000	8,000	9,392	17,000
Travel & Other Operations	1,500	1,500	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Principal and Interest for Loans and Other Financing Obligations												
Purchase of Equipment, Furniture, Buildings, Land and Other Capital Outlay	23,000	5,000										
Total Cash Outflows	127,500	109,000	101,500	101,500	100,500	99,500	99,500	99,500	99,500	99,000	90,727	121,882
Excess (Deficiency) Cash Inflows to Cash Outflows for the Month	52,616	3,308	5,308	908	(6,192)	(6,192)	(6,192)	(6,192)	(6,192)	1,308	3,581	(14,894)
Ending Balance	\$52,816	\$55,924	\$61,232	\$62,040	\$55,848	\$50,856	\$45,464	\$40,272	\$35,080	\$36,388	\$39,988	\$26,116

Exhibit A

The ZOE Learning Academy, Inc.

Once a charter has been approved by the State Board of Education, a contract must be signed and a vendor ID number must be established in order for any charter to receive funding. Other numbers are needed in order to establish the vendor ID number. To facilitate the payment process, please verify necessary information by completing the following and faxing it with federal assurances and a copy of the "Letter of Exemption" to Mary Perry in the Charter Schools Office at (512)463-9732. If you have any questions, please call Mary at (512)463-9575.

NEEDED TO ESTABLISH VENDOR ID NUMBER (VIN)---

*2/12/01
pma*

yes

Corporate Charter number from Secretary of State Number 01594576-01
This 10-digit number designates a non-profit corporation doing business in Texas and is often referred to as the SOS number because it comes from the Secretary of State.

yes

Nine-digit employer ID number from IRS Number 76-0651761
This 9-digit number designates a federal non-profit corporation and is also called a Federal EIN or simply EIN.

missing

A copy of the "Letter of Exemption" written to the Comptroller of Public Accounts This shows that you have requested an exemption from state and local sales tax and must contain-

- details of the nature of the activities to be conducted
- a copy of the articles of incorporation
- a copy of any application trust agreement or a copy of the organization's constitution
- a copy of any letter of exemption from the IRS

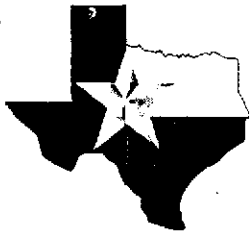
The Comptroller's office could request additional information.

A copy of the "Letter of Exemption" is used by charter school staff at the point of purchase whenever they are buying any type of merchandise that would normally require sales or franchise tax.

*yes, but
not in
original ink signature*

A completed "General Application of Assurances for Federal Funds"

A bank account using the business name approved by the Secretary of State's office (from Item 1) and the number from the IRS (from Item 2) is needed. Direct deposit may then be set up, but it is not required to get a VID number.



TEXAS EDUCATION AGENCY

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

Jim Nelson
Commissioner of Education

November 15, 2000

Dr. Richard Rose
The ZOE Learning Academy, Inc.
6701 Cullen Blvd.
Houston, TX 77021

Dear Dr. Rose:

This letter is to confirm that on November 3, 2000, the State Board of Education granted your charter contingent upon documentation of compliance with all areas of concern noted in the internal review of your application or raised with you during the interview process. Enclosed are the results of the internal review conducted by the special education, legal services and audits divisions. Your application may have concerns raised from any or all of these divisions. To allow for staff review prior to the January board meeting, the Charter Schools Division must receive all documentation confirming that contingencies have been met by December 27, 2000. However, in order to be placed on the Planning Committee Agenda, please leave a message for me at (512) 463-9575 no later than December 20 if you plan on presenting documentation in January. The Planning Committee is scheduled to meet on Thursday, January 11, 2001, where staff will update the committee on your progress. If all contingencies have been met, the committee will direct staff to issue a contract. You are invited to attend that meeting to answer any questions the committee may have.

For charter schools approved by the board to convert in January 2001, you are reminded of the mandatory orientation scheduled for November 27 and 28, 2000, at the Travis Building, 1701 N. Congress, Austin, room 1-104. The final schedule is still being adjusted but sessions will begin at 8:30 both days and continue until 4:00. At least one person from your school must attend the complete orientation, and you may find it helpful to bring several individuals. Other new charter schools are invited to attend or may choose to wait for the spring orientation.

There are several other enclosures. If you have not already completed a copy, the **Initial Report of Benefits or Campaign Contributions for the State Board of Education** form should be completed and returned to the Charter Schools Division with your other documentation. The Business Protocol Handbook details funding procedures for charter schools. The last document has your charter school name at the top of the page. The first page of the three-page document asks for verification of some of the information discussed in the handbook. All of the items noted on the first page must be in place to get vendor identification (VID) number. A VID number is required before any state or federal funding can flow to your school. Although many of the numbers indicated on the first page might be included in your charter application, accuracy is critical so we are asking you to confirm each of those numbers. Please return page one with the signed originals of the federal assurances, pages 2-3. Include also a copy of your letter requesting tax exemption.

We look forward to working with you in the future and to seeing some of you at the orientation. If you have questions, please contact a staff member at (512) 463-9575.

Sincerely,

Mary Perry
Manager, Division of Charter Schools

MP:jw

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GENERATION 6 CHARTER SCHOOLS APPLICATION REVIEW

ISSUE(S)	REQUIRED INFORMATION	APPLICATION PROVIDED
Notice of Admission, Review, and Dismissal Committee Meetings 300.503; 300.345	Any reference or assurance to follow 34 CFR 300.503; 300.345 <ul style="list-style-type: none"> • Prior notice by agency; content of notice • Parent participation 	The information given does not address these two key areas.
Development & Implementation of the IEP	Any reference or assurance to follow 34 CFR 300.342-350 <ul style="list-style-type: none"> • When IEPs must be in effect • IEP / ARD meetings • IEP / ARD team • Development, review and revision of IEP • Content of IEP • Agency responsibilities for transition services • IEP – accountability 	General assurance to follow 34 CFR 300.346 and Appendix C <ul style="list-style-type: none"> • When IEPs must be in effect • IEP / ARD meetings • Content of the IEP

Please list and explain any areas of concern that need to be raised before the State Board of Education.

CONCERN	ASSURANCE REQUESTED
Charter is at-risk for potential: <ul style="list-style-type: none"> • Due process hearings • FAPE violations • Compliance issues 	Will the proposed charter submit documentation of knowledge in the specific areas requested above?
Charter school cites out of date regulations.	Will the proposed charter provide a signed, written statement of assurance that the charter will follow special education guidelines stipulated in the State Board of Education Rules, Commissioner Rules, Texas Education Code, Final Regulations, March 1999 of IDEA?
Page 30, 4 th paragraph "...Pending appeal to a special education hearing officer, unless the charter school and parents agree otherwise, a handicapped student shall remain in the present education setting."	Will the proposed charter revise this statement to reflect that all decisions regarding placement for a student with a disability are through the authority of the ARD committee only?

<p>Page 28 – <u>Code of Conduct</u> "... Pupils are expected to eat the food on their tray even if it is not their favorite."</p> <ul style="list-style-type: none"> • Concern for Free Appropriate Public Education (FAPE) violations with regard to students with disabilities. • It is common for some students with disabilities to exhibit tactile issues with certain food textures as well as food allergies. <p>This rule implies that the consequence of not following the guideline will result in an aversive punishment.</p>	<p>Will this proposed charter school accommodate students with disabilities where tactile defensiveness, food allergies and behavioral issues are present in specific disabilities?</p>
<p>Bylaws of Zoe Learning Academy, Inc. Page 1, Article II – Purpose "Encouraging them (students) to: maintain Christian standards. . ."</p> <ul style="list-style-type: none"> • Contradiction in separation of church & state • Location of school is in a church facility. 	<p>Will the proposed charter clarify their assurance detailing the guarantee of FAPE for students with disabilities?</p>



TEXAS EDUCATION AGENCY
DIVISION OF SCHOOL FINANCIAL AUDITS

MEMORANDUM

To: Mary Perry
From: Lori Lee
Date: Friday, October 27, 2000
RE: Review of Charter Application for The ZOE Learning Academy Charter School

The following summarizes various issues and/or concerns for The ZOE Learning Academy Charter School based on our review of their charter application.

Application for Charter

Page 1: A note has been added which states that additional sites will be added throughout the five year charter. The school should be reminded that all sites added must be approved by the State Board.

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Page 16: The school demographic grid indicates that in 2003 forward the school will exceed the maximum enrollment listed on page 1 of the application.

Governance

Organizational Chart

Page 20: On the schools organizational chart there is a category for a Region IV Financial Consortium. Who is involved in this Consortium? What role will the school play in the Consortium? What is the purpose of the Consortium?

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Business Plan

Financial Management

Attachment 12 The estimated enrollment used to calculate the first years budget is 270, however, from page 1 of the application for charter the estimated enrollment is stated at 150. The year 3 budget is based on an enrollment of 320 students, which will exceed the maximum enrollment of 300 students.

THE ZOE LEARNING ACADEMY

Impact Statement: OK (p. 43 & supplemental 9-11-00 submission)

Public Notice: OK (Attachment #7)

Geographic Boundaries: OK -- all of Harris County (p. 42).

Admissions: ZOE proposes to use a first-come, first-served system to fill their class, and then use a lottery system "for vacancies created by natural student attrition." (pp. 71-72) This circumvents the lottery requirement. If the school receives excess applicants, all should be subject to the lottery.

Facilities: OK (pp. 36-37 & Attachment 15). TEA will need a copy of the Certificate of Occupancy before the school opens. Also, the school will be using a building owned by the Life Tabernacle Church, so they will have to ensure that the school does not contain religious insignia, etc.

Governance Structure: There are several troubling provisions in ZLA's by-laws (Attachment #3). First, the by-laws say that new students will be assessed an initial enrollment or tuition fee (Art. III, secs. 5, 10). This violates TEC § 12.108. Also, the by-laws say that: "Interested candidates may apply for enrollment. The enrollment must approve by two-thirds quorum vote with three-fourths of the members present." (Art. III, sec. 4). If this means that applicants for admission to the school must be approved by a vote of the existing students or parents, it destroys the school's open-enrollment character and is impermissible. In addition, pages 7-14 of the application describe a structure for the governing board (five permanent members who terms do not expire, an elected parent representative to serve a two-year term, and an elected school employee to serve a one-year term) that I cannot find anywhere in the Articles of Incorporation or By-laws. The Articles identify the three founding Bmembers, and the By-Laws, as far as I can tell, do not describe the operations of the Board at all.

Evidence of Nonprofit Status: The sponsoring entity ZLA has applied for, though not yet received, determination from the IRS that it is exempt from taxation under section 501(c)(3). (Attachment #1)

*To
be
deleted
for
minutes
1/27/01*

**RESOLUTION FOR AMENDMENTS
OF THE BYLAWS OF
ZOE LEARNING ACADEMY, INC.**

Whereas, the following resolution to the bylaws of Zoe Learning Academy, Inc., was adopted and accepted on this the 4th day of December 2000.

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Correction:

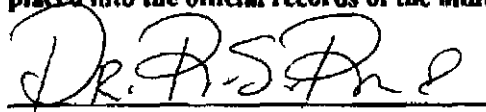
The purpose of Zoe Learning Academy, Inc., is to be committed to educate young children with quality educational skills and to equip them with the skills and training that will allow them to achieve and to be able to encourage, enlighten, empower and be mentors to young at-risk young children between the ages of 5 to 12 years of age of the Houston, Harris County communities.

Encouraging them to maintain the highest levels of academic and scholastic achievement possible in education. To develop a sense of community awareness and cultural diversities. To also serve as a positive role models for other younger generations and perform successfully in all aspects of educational and with enthusiasm, commitment and responsibility. The Zoe Learning Academy, Inc. will fully participate with the Harris County School Boards, and with other local and government entities for those at-risk young boys and girls within the various Houston communities.

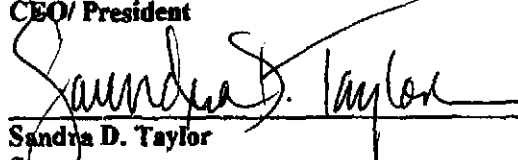
Whereas, a quorum of 1/3 governing body of the board was present and it was voted and ruled that was been properly moved and second that this resolution be place into the records affected this 4th day of December 2000.

Whereas, Zoe Learning Academy, Inc., adopted the resolution and placed into the bylaws that we do an amendment to the bylaws and current resolution.

It was the recommendation of the governing body that was present that these adoptions be placed into the official records of the minutes as well as the bylaws.



Dr. R. S. Rose, II
CEO/ President



Sandra D. Taylor
Secretary

COMPLIANCE ISSUES ADDRESSED TO TEA REQUESTS FOR ADDITIONAL INFORMATION

Application for Charter

- Page 1 The school officials recognized that additional sites will be brought before the SBOE for approval.
- Page 16 This was corrected through previous documentation to TEA.
- Page 20 Region IV who has worked with Bill Outlaw to establish the Financial Consortium for Charter Schools has been designated as the Financial Branch in the organizational chart. However, ZOE Learning Academy would request that bids be taken from additional consultants and a selection be made from the services offered. Bill Fotjesek is presently working with a firm that the school desires to consider.
- Page 30 ZOE Learning Academy recognizes that the *Student Attendance Accounting Handbook* clearly describes the process for official attendance accounting which will be followed. Attendance policies and procedures contained in the application clearly state that this would be followed. The Code of Conduct will be amended to reflect the *Student Attendance Accounting Handbook* guidelines in its method of taking, recording, and reporting attendance.
- Attachment 12 See Exhibit A for a revised cash flow.
- Attachment 16 As stated in the application, the ZOE learning Academy will follow the same calendar as Houston ISD. However, ZOE may amend the calendar to reflect 180 instructional days. HISD provides 178 instructional days due to a professional development waiver. ZOE will provide 180 days of instruction. Professional development will occur outside the school day, before school begins, and during the summer.

RECEIVED

DEC 18 2000

CHARTER SCHOOLS

400

(11/15/02)

DEC 15 2002

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

Name of Charter School ZOE LEARNING CENTER
 Contact Person R S ROSE
 Telephone 713-748-4228

Rounded to Even Dollars

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Beg Balance	0	\$52,818	\$55,824	\$8,232	\$82,040	\$55,848	\$50,856	145,484	\$40,272	\$35,080	\$38,388	\$39,988
Cash Inflows												
Local Sources	2,500	2,000	500									
State Sources	173,815	88,808	88,808	85,808	85,808	88,808	88,808	88,808	88,808	88,808	88,808	88,808
Start Up Grant	4,000	18,000	12,000	8,000								
Federal Sources		7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500
Total Receipts	\$180,116	112,308	\$108,808	\$102,308	\$94,308	\$94,308	\$94,308	\$94,308	\$94,308	\$94,308	\$94,308	\$88,808
Cash Outflows												
Payroll	63,000	63,000	63,000	63,000	63,000	63,000	63,000	63,000	63,000	63,000	63,000	58,885
Services												
Professional Services	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	11,500	15,500
Rent	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Utilities	1,000	1,200	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,200	1,000	1,000
Other Services	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Supplies	12,500	12,000	10,000	10,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	9,382
Travel & Other Operating	1,500	1,500	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Principal and Interest for Loans and Other Financing Obligations	\$											
Purchase of Equipment, Furniture, Buildings, Land and Other Capital Outlay	23,000	5,000										
Total Cash Outflows	127,500	109,000	101,500	101,500	100,500	99,500	99,500	99,500	99,500	99,500	90,727	121,862
Excess (Deficiency) Cash Inflows to Cash Outflows for the Month	52,616	3,308	5,308	808	(6,192)	(5,192)	(5,192)	(5,192)	(5,192)	1,308	3,581	(14,854)
Ending Balance	\$52,818	\$55,824	\$61,232	\$62,040	\$55,848	\$50,856	145,484	\$40,272	\$35,080	\$38,388	\$39,988	\$26,115

EXHIBIT H

SPECIAL EDUCATION ISSUES AND CONCERNS

ISSUE(S)	REQUIRED INFORMATION	AMENDED STATEMENTS TO CHARTER APPLICATION
Notice of ARD Committee Meetings	34CFR300.503 34CFR300.345	ZOE Learning Academy assures that all prior notice and the content of the notice as outlined in 34CFR300.503 will be provided. Furthermore, ZOE will insure that the parent participation in the meeting and prior notice will follow all guidelines as set forth in 34CFR300.345. See Exhibit B.
Development & Implementation of the IEP	34 CFR 300.342-350	ZOE Learning Academy will follow all timelines that are outlined in CFR 300.342-350 regarding the development and implementation of the IEP. See Exhibit B.

Concern	Assurance Requested
Charter is at-risk for potential: <ul style="list-style-type: none"> Ⓢ Due Process hearings Ⓢ FAPE violations Ⓢ Compliance issues 	See Exhibit B.
Charter School cites out of date regulations.	See Exhibit C for statement of assurance that the charter will follow special education guidelines stipulated in the State Board of Education Rules, Commissioner Rules, Texas Education Code, Final Regulations, March 1999 of IDEA.
Page 30, 4 th paragraph	The charter will amend the statement to reflect that all decisions regarding placement for a student with a disability are through the authority of the ARD committee only.
Page 28--Code of Conduct "...Pupils are expected to eat the food on their tray even it is not their favorite."	This sentence should be deleted from the application. The charter school will accommodate students with disabilities where tactile defensiveness, food allergies and behavioral issues are present in specific disabilities.
Bylaws of ZOE Learning Academy, Inc. Page 1, Article II--Purpose "Encouraging the (students) to maintain Christian standards....." <ul style="list-style-type: none"> Ⓢ Contradiction in separation of church and state Ⓢ Location of school is in a church facility. 	The charter school will guarantee that FAPE for each student with disabilities will be provided. The bylaws will be corrected to read that there will be separation of church and state to guarantee a Free and Appropriate Public Education for each student in the school. Under the purpose of Article II the Bylaws will read: "Encouraging the students to maintain high academic standards and to participate in their community as responsible citizens."

I. CHILD FIND

ZOE Learning Academy is responsible for providing a free appropriate public education (FAPE) to all individuals with disabilities aged birth through twenty-one, or within the age group described in the charter application, who fall within our jurisdiction and therefore served by the school, with the assistance of the Texas Education Agency, the Education Service Center and the Early Childhood Intervention Program. Regardless of the severity of the disability, ZOE Learning Academy will make every effort to locate, identify and evaluate those individuals.

A. Community Awareness – dissemination of availability of information to the public concerning services offered to all individuals with disabilities includes:

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

B. Responsible staff – The school administrator is responsible for implementation and direction of the Child Find program, as well as identifying any other staff members, annually, who will participate in the organization and implementation of this program.

C. Referral – Any students of an age addressed by the school program who are screened and found to be potentially eligible for services under the Individuals with Disabilities Act are referred for possible special education or early intervention services within the school, using referral procedures adopted by the school.

D. Compliance – All federal and state regulations governing the confidentiality of records, timelines and implementation of programs for students eligible for services will be adhered to in this program.



II. CONFIDENTIALITY

ZOE Learning Academy maintains the confidentiality of all special education records and has developed implements confidentiality requirements consistent with federal regulations. Parents or adult students are advised of their rights pertaining to student records at least once annually.

- A. **Parent access** – The parent or a representative of the parent has access during school business hours to any education records pertaining to the identification, evaluation, and placement of their child only and the provision of FAPE to the child. The school will provide the parents, upon request, a list of the types and locations of education records collected, maintained or used by the school.
- B. **Availability** – Records will be made available to the parent (or adult student) without any unnecessary delay and before any meeting regarding an individual education plan (IEP), or any hearing related to the placement of the student, or the provision of FAPE and in no case more than 45 days after a request has been made.
- C. **Copies** – Parents (or adult students) have the right to request copies of any documents in the student's records as well as the right to a response for any explanation or interpretation of the records. The parent (or adult student) may have a representative inspect or review records.
- D. **Cost of copies** - ZOE Learning Academy maintains the right to charge a fee for copies of records but not if it will prevent parent access to the copies or from exercising their right to inspect and review their child's records. No fee will be charged to search or retrieve any information to which the parent (or adult student) has a right.
- E. **Maintenance** – Records are to kept in a locked cabinet in the special education office. Access to this file cabinet and the records therein is monitored and recorded by the designee. A listing of individuals who have access to the student files is maintained in full public view. An access record is maintained in the cabinet which includes the name and position of any authorized party accessing the records and the purpose for which the party is authorized to access the records as well as the date access occurred.
- F. **Consent** – Consent of the parent is obtained before any confidential information is disclosed to anyone other than officials of participating

agencies or is released to any participating agencies except when release of information without consent is permitted by the rules in FERPA.

G. Amendment – The parent may request an amendment to any information in the education record. The school principal and special education personnel will meet to determine whether to amend the information in accordance with the request. ZOE Learning Academy will reply in a reasonable time period with a refusal or amendment. If the parent (or adult student) still disagrees, the principal will advise the parents of their right to a hearing under 34CFR 300.568 when the district refuses to amend the information in accordance with the parents' request. The school will provide, upon request, an opportunity for a hearing to challenge information in education records to ensure that it is not inaccurate, misleading or otherwise in violation of the privacy or other rights of the child. Any information placed in the record as a result of a hearing will be maintained by the school as part of the record for as long as the school maintains the record, and will be included whenever the record is disclosed by the district to a third party. The process through which a hearing will be conducted is as follows:

1. the hearing will be held within a reasonable time after receiving a request for a hearing from the parent
2. notice of the date, time and place will be provided to the parent within 10 days of the hearing
3. the hearing will be conducted by the school superintendent; if there is a conflict of interest, an official of the district with no direct interest in the outcome of the hearing will conduct the hearing
4. the parent may, at their own expense, be assisted or represented by one or more individuals of his/her own choice, including an attorney
5. the parent will have full and fair opportunity to present evidence relevant to the amendment of the record during the course of the hearing
6. the school will make its decision within 10 working days of the hearing and provide the decision in writing to the parent
7. the decision made by the school will be based solely on the evidence presented at the hearing, and a written report of the decision including reasons for the decision will be completed within 10 working days of the hearing
8. information contained in the records will be amended and the parent informed in writing of the amendment if the decision is that the information in the record is inaccurate, misleading or otherwise in violation of the privacy or other rights of the child

9. if the information contained in the records is determined by the school as a result of the hearing not to be inaccurate, misleading or otherwise in violation of the privacy or other rights of the child, the school will inform the parent of the right to place in the records of their child a statement commenting on the information or a statement of disagreement with the decision

H. Destruction of records – Parents (or adult students) are notified when confidential records are no longer necessary to provide educational services to the child and can request destruction of the records, which will be carried out by the designee and in accordance with state and federal requirements. However, a permanent record of the student's name, address, phone number, grades, attendance, classes, and completion information may be maintained without time limitation. Additionally, the school will remind the parents that the records may be needed by the child or the parents for social security benefits or other purposes.

III. DISCIPLINE

All disciplinary actions regarding students with disabilities shall be conducted in accordance with the most current federal and state laws.

A. Removal for violation of student code of conduct – students in violation of the student code of conduct shall receive suspension consequences in the following manner:

1. Short-term removals – totaling less than 10 school days in a school year which do not constitute a change of placement:
 - a. 10 days or less removal – student commits code of conduct violation for which the disciplinary consequence results in removal from the student's placement for 10 consecutive school days or less. School personnel may assign the consequence applicable to non-disabled students for a similar period of time, not to exceed 10 consecutive school days;
 - b. No services provided – services may not be provided to the students if non-disabled students would not receive services for the same consequence, at administrator's discretion.
2. Subsequent short-term removals – school personnel may continue to remove the student for disciplinary reasons for up to 10 school days at a time throughout the same school year for separate incidents of misconduct, without conducting a manifestation determination review or ARD, so long as the short-term removals do not constitute a change of placement (reg. 300.519(b)), and are those which would be applied to non-disabled students:
 - a. Change of placement consideration – a series of disciplinary short-term removals, each for 10 consecutive school days or less, may result in a change of placement if they cumulate to more than 10 school days in one school year, and certain factors weigh in favor of treating the removal as a change of placement;
 - b. School personnel analyze the length of each removal, the proximity of the removals to each other, the total amount of time the child is removed;

- c. If a short-term removal results in a change of placement, a manifestation determination review is done and the IEP team meets to address behavioral issues through a functional behavioral assessment and a behavior intervention plan, if no plan has previously been developed.
3. 11th day ARD – Beginning with the 11th day of disciplinary removals in a school year, the extent to which educational services are necessary during a disciplinary removal must be determined by ARD committee meeting:
 - a. If the removal does not result in a change of placement, school personnel, in consultation with the student's special education teacher, determine the extent of the services to be provided;
 - b. The extent of educational services to be provided must be those necessary to meet the standard of enabling the student to appropriately progress in the general curriculum and appropriately advance toward achieving the goals in the IEP;
 - c. Functional Behavioral Assessment – Beginning the 11th day of short-term disciplinary removals in a school year, and in any case of a disciplinary change of placement, the IEP Team must address behavioral issues. If the removal does not result in a change of placement, the IEP Team must meet within 10 business days of first removing the student for more than 10 school days in a school year to develop a plan to conduct a Functional Behavioral Assessment, if one was not conducted before the behavior that resulted in the removal;
 - d. Behavior Intervention Plan – After the Functional Behavioral Assessment is completed, the IEP Team meets as soon as practicable to develop a Behavioral Intervention Plan to address the behavior and implement the plan;
 - e. If the student's IEP already includes a Behavior Intervention Plan, within 10 school days of first removing the student for more than 10 school days in a school year, the IEP Team must meet to review the Behavior Intervention Plan and its implementation, and modify the plan and its implementation as necessary to address the behavior.

4. **Information BIP Review** – If the student is assigned subsequent disciplinary removals in a school year for 10 school days or less that do not result in a change of placement, the IEP Team members (including the parent) informally review the Behavior Intervention Plan and its implementation to determine if modifications are necessary. If one or more team members believe modifications are needed, the IEP Team must meet to modify the plan and its implementation to the extent the IEP Team deems necessary.
5. **Change of placement** – Short-term removals totaling more than 10 school days in a school year which do constitute a change of placement:
 - a. **Procedural Safeguards** – no later than the date on which the decision which resulted in the change of placement was made, the school notifies the student' parents of the decision and provides the parents with notice of procedural safeguards;
 - b. No later than 10 school days after the date on which the decision which results in a change of placement is made, the school convenes a meeting of the student's ARD committee;
 - c. The ARD committee conducts a Functional Behavior Assessment, and, as soon as practicable after completing the FBA, develops appropriate interventions to address the behavior, if the FAB and BIP have not already been in place;
 - d. If the student already has a BIP in place, the ARD committee meets to review the BIP and its implementation, and modifies the BIP and its implementation as necessary to address the behavior;
 - e. **Manifestation Determination Review** – ARD committee conducts this review immediately, if possible, but no later than 10 school days after the date of the disciplinary action, and considers evaluation and diagnostic results and any relevant information supplied by the parents of the student, observations of the student, and the student's IEP and placement and that:
 1. the student's IEP and placement are appropriate
 2. special education services, supplementary aides and services, behavior intervention strategies are consistent with the IEP

3. whether the disability impaired the student's ability to understand the impact and consequences of the behavior subject to disciplinary action
 4. whether the student's disability impaired the ability of the student to control the behavior subject to disciplinary action
- f. Remedy – If the committee determines that the behavior is a manifestation of the student's disability and identifies deficiencies in the student's IEP or placement or in their implementation, the school will take immediate steps to remedy any deficiencies found in the student's IEP or placement or their implementation.
- g. Regular education procedures – If the committee determines that the behavior is not a manifestation of the student's disability, the relevant disciplinary procedures applicable to students without disabilities may be applied to the student in the same manner they are applied to students without disabilities.
- h. Services provided – for any days of removal of student in excess of 10 school days, the school has provided the student with services necessary to enable the student to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the student's IEP.
- i. AEP placement – if assigned to the Alternative Education Program needed services as determined by the IEP will be made available and continue in that setting. In that setting, the student will continue to participate in the general curriculum, and be provided services which allow the student to progress in the general curriculum and advance toward the goals in his or her IEP. Needed services include those services and modifications designed to address the behavior so that it does not re-occur.

B. Removal for Drugs or Weapons

In the event a student with a disability has been removed to an Alternative Education Program for 45 calendar days or more for possessing a weapon at school or a school function, or for using or possessing illegal drugs or selling or soliciting the sale of a controlled substance at school or at a school function, the school convenes a meeting of the student's ARD committee and

complies with items A, 5, e (1-4) above – except that the student may be placed by school personnel at the Alternative Education Program for not more than 45 calendar days (provided a child without a disability would be subject to such discipline for a similar amount of time) regardless of the results of the ARD committee meeting.

1. Placement during appeals – if the student's parent requests a due process hearing, the student's placement pending the resolution of the hearing is:
 - a. The AEP if the assignment of the student to AEP is for 45 calendar days or less;
 - b. The student's placement before the misconduct in question if the AEP assignment is for more than 45 calendar days or if the school proposes to change the student's placement after the end of the 45 day assignment;
 - c. The AEP if the school obtains a ruling of a due process hearing officer or a judge of competent jurisdiction permitting the school to place the student in the AEP pending the resolution of the due process hearing.
2. Disciplinary Determination made by administrator – special education and disciplinary records of the student with a disability are available for consideration by the school administrator making the final determination regarding the disciplinary action.

IV. ELIGIBILITY FOLDER

The school special education department maintains an eligibility folder on each individual with a disability receiving special education services in addition to the individual cumulative records.

A. Contents of the eligibility folder –

The eligibility folder includes, but is not limited to:

1. copies of referral data
2. documentation of notices and consents
3. assessment reports and supporting data
4. Admission, Review and Dismissal committee deliberations
5. Individual Education Plan
6. Individual Transition Plan

B. Progress Reports –

Additionally, the eligibility folder may contain reports of progress to parents/legal guardians of students with disabilities who receive special education which are developed and recorded with the same frequency as those provided to students in regular education.

C. Confidentiality of eligibility folders –

The eligibility folders are maintained according to the policies and procedures regarding confidentiality, and are located in the special education department in a locked file cabinet. A list of persons who have access to the files is attached to the filed cabinet in full public view, and access logs are maintained in the file cabinet as well as in each student eligibility folder as to the date, the person accessing the file and their position, as well as the reason for access.

D. Classroom teacher access to eligibility folders –

The classroom teacher(s) who provide services to the student with disabilities will have available to them a copy of the Individual Education Plan in relation to the responsibilities of that teacher in the implementation of the IEP in the classroom, along with any instructions or suggestions for teaching modifications or strategies which enable the student to progress

in the regular curriculum, goals and objectives, modifications and adaptations as indicated by the IEP.



V. EVALUATION

In accordance with the policy of ZOE Learning Academy Board, a full and individual evaluation is conducted of each student's education needs before initiation of special education services. In addition to standardized tests and other evaluation materials used in the evaluation, the school draws upon information from a variety of sources in making the determination of eligibility for special education services.

A. Initial Evaluation –

The first completed assessment of a student to determine if he or she has a disability under IDEA is composed of:

1. Various sources – Aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background, adaptive behavior, primary language determination and state or other competency testing are all sources of information to be made a part of the Comprehensive Individual Assessment.
2. Consent and notice – obtained and given by and to parent (notice given a reasonable time before the assessment is conducted).
3. Formal evaluation by clinician – all standardized tests and any other evaluation materials are validated for the specific purpose for which they are used, including those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient.
4. Certifications of clinician – assessment instruments and interpretations are administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the tests.
5. Language – the student's language dominance and most proficient method of communication (expressively and receptively) are identified; the testing is conducted in the student's native language or other mode of communication. When appropriate, language dominance is determined through formal and/or informal assessment of oral expression, listening comprehension, reading comprehension, and written language. Proficiency in both English and the other language(s) are addressed for limited English proficient students,

providing a comprehensive description of the student's strengths and weaknesses.

6. Areas assessed – the student is assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, adaptive physical education, social and emotional status, general intelligence, academic performance, adaptive behavior, communicative status, need for assistive technology, and motor abilities.
7. Multidisciplinary Team – the evaluation is made by a multidisciplinary team or group of persons, including at least one teacher or other specialist with knowledge in the area of suspected disability. For a student suspected of having a learning disability, the multidisciplinary evaluation team includes:
 - a. The student's regular teacher or a regular classroom teacher
 - b. For a student of less than school age, a person qualified to teach a student of his/her age
 - c. At least one person qualified to conduct individual diagnostic examinations (school psychologist, speech-language pathologist, or remedial reading teacher)
8. Intelligence testing – any student meeting the eligibility criteria for mental retardation and learning disability are individual administered an intelligence test. However, an informal assessment of intelligence is used to determine intellectual functioning as a part of eligibility for a visual impairment, orthopedic impairment, or deaf-blindness (achievement test results, teacher observations, adaptive behavior and grades). Also, developmental scales are used to assess the intellectual functioning of students whose disabilities impeded adequate communication for those students with severe sensory impairment.

B. Assessment Report –

The assessment report includes the source of data for all areas assessed:

1. the nature and extent of special education and related services required;
2. the report is within 60 calendar days after the date of the signature by the parent on the consent form;

3. Learning competencies identifying the need for any related services, documentation that the service will enable the student to benefit from instruction and recommendations for specific services to be offered are made a part of the final report.

C. Re-evaluation –

Once a child has been fully evaluated for the first time, a decision has been rendered that a child is eligible under IDEA, and the required services have been determined, any subsequent evaluation of a child would constitute a re-evaluation. A re-evaluation is done, upon ARD committee recommendation, every three years. However, in some instances (such as secondary students exhibiting a profile and educational performance consistent with previous evaluations), the committee may agree that the observation of the student by the classroom teachers, the student educational performance records and standardized or competency testing support the continued eligibility of the student without need for additional evaluation. This determination is made by ARD committee recommendation only.

D. Eligibility Reports –

A written assessment report indicating the student's eligibility under the criteria defined by the state education agency guidelines for each handicapping condition is completed prior to the ARD committee meeting to determine eligibility. Additionally, an eligibility report for each related service must stipulate learning competencies identifying the need for the related service, documentation that the service will enable the student to benefit from instruction, and recommendations for the specific service to be offered. The criteria defined by the state for each handicapping condition is as follows:

1. AUTISM

"Autism" means a developmental disability significantly affecting verbal and nonverbal communication and social interaction, generally evident before age 3, that adversely affects a child's educational performance. Other characteristics often associated with autism are engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses

to sensory experiences. The term does not apply if a child's educational performance is adversely affected primarily because the child has a serious emotional disturbance. A child who manifests the characteristics of "autism" after age 3 could be diagnosed as having "autism" if criteria above are satisfied. [300.7(2c)(ii)]

Students with pervasive developmental disorders are included under this category.

The written report of evaluation shall include specific recommendations for behavior supports and interventions.

2. DEAF-BLINDNESS

34 CFR §300.7

Deaf-blindness means concomitant hearing and visual impairments, the combination of which causes such severe communication and other developmental and education problems that they cannot be accommodated in special education programs solely for children with deafness or children with blindness.

§89.1040

A student who is deaf-blind is one who:

- a. meets the eligibility criteria for auditory impairment and visual impairment and
- b. meets the eligibility criteria for a student with a visual impairment and has a suspected hearing loss that cannot be demonstrated conclusively, and if a speech/language therapist, certified speech and language therapist, or licensed speech language pathologist indicates there is no speech at an age when speech would normally be expected.

3. AUDITORY IMPAIRMENT

A student with an auditory impairment is one who has been determined to have a serious hearing loss even after corrective medical treatment or use of amplification.

- a. This determination shall have been made by an otological examination performed by an otologist or a licensed medical doctor with documentation that an otologist is not reasonably available.
- b. An audiological evaluation by a certified audiologist shall also be conducted.
- c. This evaluation shall include a description of the implications of the hearing loss for the student's hearing in a variety of circumstances with or without recommended amplification.
- d. There is a communication assessment report.

4. MENTAL RETARDATION

34CFR §300.7

Mental retardation means significantly subaverage general intellectual functioning existing concurrently with deficits in adaptive behavior and manifested during the developmental period that adversely affects a child's educational performance.

§89.1040

A student who has mental retardation is one who is functioning two or more standard deviations below the mean on individually administered scales of verbal ability and either performance or nonverbal ability, and who concurrently exhibits deficits in adaptive behavior.

If a student is very young and/or has a severe disability or a severe sensory impairment, a developmental scale may be administered

instead of intelligence tests. The student's performance must be within the mental retardation range on the developmental scale.

5. MULTIPLE DISABILITIES

34CFR §300.7

Multiple disability means concomitant impairments (such as mental retardation-blindness, mental retardation-orthopedic impairment, etc. the combination of which causes such severe educational problems that the problems cannot be accommodated in special education programs solely for one of the impairments. This does not include students who are deaf-blind.

§89.1040

A student with multiple disabilities is one whom has a combination of disabilities included in this section and who meets all of the following conditions:

- a. The student's disability is expected to continue indefinitely.
- b. The disabilities severely impair performance in two or more of the following areas:
 1. psychomotor skills,
 2. self-care skills,
 3. communication,
 4. social and emotional development, and
 5. cognition.

Students who have more than one of the disabilities but who do not meet the criteria for multiple disabilities shall not be classified or reported as having multiple disabilities.

6. PHYSICAL DISABILITY

A student with physical disabilities is one who meets the following criteria:

a. Orthopedic Impairment

A student with an orthopedic impairment is one who has been determined by a licensed physician to have a severe orthopedic impairment that adversely affects a child's educational performance. The term includes impairments caused by congenital anomaly, impairments caused by disease and impairments from other causes.

b. Other Health Impairment

The student with other health impairment is one who has been determined by a licensed physician to have limited strength, vitality, or alertness including a heightened alertness to environmental stimuli, that results in limited alertness with respect to the educational environment that is due to chronic or acute health problems, such as (but not limited to):

- ⌚ Asthma
- ⌚ attention deficit disorder
- ⌚ attention deficit with hyperactivity disorder
- ⌚ a heart condition
- ⌚ rheumatic fever
- ⌚ nephritis
- ⌚ sickle cell anemia
- ⌚ hemophilia
- ⌚ epilepsy
- ⌚ lead poisoning
- ⌚ leukemia
- ⌚ or diabetes

which adversely affects the student's educational performance.

7. EMOTIONAL DISTURBANCE

- a. The student with an emotional disturbance is one who has been determined to meet criteria in federal regulations §300.7 and state law. An emotional disturbance is a condition exhibiting one or more of the following characteristics over a long period of time and to a marked degree that adversely affects a child's educational performance:
 1. an inability to learn that cannot be explained by intellectual, sensory, or health factors;
 2. an inability to build or maintain satisfactory interpersonal relationships with peers and teachers;
 3. inappropriate types of behavior or feelings under normal circumstances;
 4. a general pervasive mood of unhappiness or depression; or
 5. a tendency to develop physical symptoms or fears associated with personal or school problems.
- b. The term includes schizophrenia. It does not apply to children who are socially maladjusted, unless it is determined that they have a serious emotional disturbance.
- c. The report of individual assessment from the evaluating professional should specify:
 1. the functional implications of the disability for situations involving instruction and
 2. recommendations for behavioral supports and intervention.

8. LEARNING DISABILITY

34 CFR §300.7(10)

Specific learning disability means a disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, that may manifest itself in an imperfect ability to listen, think, speak, read, write, spell, or to do mathematical calculations. The term includes such conditions as perceptual disabilities, brain injury, minimal brain dysfunction dyslexia, and developmental aphasia.

The term does not apply to children who have learning problems that are primarily the result of visual, hearing, or motor disabilities, or mental

retardation, of emotional disturbance, or of environmental, cultural, or economic disadvantage.

§89.1040

A student with a learning disability is one who has been determined by a multidisciplinary team (*see below*) to meet the criteria defined in §300.7 above and in whom the team has determined whether a severe discrepancy between achievement and intellectual ability exists in accordance with federal and state criteria below:

Criteria for Determining the Existence of a Specific Learning Disability

(34 CFR §300.541)

A team may determine that a student has a specific learning disability if:

- a. The student does not achieve commensurate with his or her age and ability levels in one or more of the areas listed below if provided with learning experiences appropriate for the child's age and ability levels: and
- b. The team finds that a child has a severe discrepancy between achievement and intellectual ability in one or more of the following areas:
 1. oral expression,
 2. listening comprehension,
 3. written expression,
 4. basic reading skill,
 5. reading comprehension,
 6. mathematics calculation, and/or
 7. mathematics reasoning.
- c. The team may not identify a student as having a learning disability if the severe discrepancy between ability and achievement is primarily the result of:
 1. a visual, hearing, or motor impairment;
 2. mental retardation;
 3. emotional disturbance;

4. environmental, cultural or economic disadvantage.
- d. A severe discrepancy exists when the student's assessed intellectual ability is above the mentally retarded range, but the student's assessed educational achievement in areas in B. above is more than one standard deviation below the student's intellectual ability.

Multidisciplinary Team Members (34 CFR §300.540) (taken from: CIA Section)

The determination of whether a student suspected of having a specific learning disability is a student with a disability as defined in federal law, must be made by the student's parents and a team of qualified professionals which must include:

- a. classroom teacher
 1. child's regular teacher; or
 2. if the child does not have a regular teacher, a regular classroom teacher qualified to teach a child of his or her age; or
 3. for a child of less than school age, an individual qualified by TEA to teach a child of his or her age;
- b. at least one person qualified to conduct individual diagnostic examinations of children such as a licensed specialist in school psychology, educational diagnostician or speech-language pathologist.

Observation (34 CFR §300.542)

At least one team member other than the child's regular teacher shall observe the child's academic performance in the regular classroom.

If the child is not in school, a team member shall observe the child in an environment appropriate for a child of that age.

Method 2 §89.1040

If the multidisciplinary assessment team cannot determine a severe discrepancy in accordance with eligibility requirements identified above because of lack of appropriate assessment instruments, or if the team believes a severe discrepancy exists in spite of assessment data disproving criteria has been met, the team may determine that a discrepancy does exist, and must document such in a written report. The report shall include a statement of the degree of the discrepancy between intellectual ability and achievement.

A comparison of the intellectual ability and educational achievement will be established using the following sources:

- a. standardized assessment instruments
- b. reports from parents
- c. observation of classroom performance
- d. student work samples
- e. other items as needed.

9. SPEECH IMPAIRMENT

A student with a speech impairment is one who has been determined by a certified speech and hearing therapist, a certified speech and language therapist, or a licensed speech pathologist to have a communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment that adversely affects a child's educational performance.

10. TRAUMATIC BRAIN INJURY

Traumatic Brain Injury includes students who have been determined by a licensed physician to have an injury to the brain caused by an external physical force resulting in total or partial functional disability and/or psychosocial impairment that adversely affects the student's educational performance.

The term does not apply to brain injuries that are congenital or degenerative, or brain injuries induced by birth trauma. The term does apply to open or closed head injuries resulting in impairments in one or

more areas, such as: cognition; language; memory; attention; reasoning; abstract thinking; judgment; problem-solving; sensory, perceptual and motor abilities; psychosocial behavior; physical functions; information processing; and speech.

A student with traumatic brain injury is one who has been determined by a licensed physician to have an injury to the brain caused by an external physical force resulting in total or partial functional disability and/or psychosocial impairment.

Assessment to determine educational need is performed by district personnel qualified to assess those areas that are suspected to adversely affect the student's educational performance.

11. VISUAL IMPAIRMENT

a. A student with a visual impairment is one who:

1. has been determined by a licensed ophthalmologist or optometrist to have no vision or to have a serious visual loss after correction, or has a medic. distance and near in each eye. The report should also include prognosis whenever possible. If exact measures cannot be obtained, the eye specialist must so state and give best estimates, and
2. has been determined by the following assessments to have a need for services:
 - ⌚ functional vision shall be evaluated by a professional certified in the education of the visually impaired or a certified orientation and mobility instructor. The evaluation must include:
 - (1. performance of tasks in a variety of environments requiring the use of both near and distance vision,
 - (2. recommendations concerning the need for a clinical low vision evaluation; and
 - (3. recommendations concerning the need for an orientation and mobility evaluation.

- ⌚ learning media assessment by a professional certified in the education of students with visual impairments. The assessment must include:
 - (1. an evaluation of the child's reading and writing skills, needs, and appropriate reading and writing media, including an evaluation of the child's future needs for instruction in Braille or the use of Braille
 - (2. recommendations concerning which specific visual, tactual, and/or auditory learning media are appropriate for the student, whether or not there is a need for ongoing assessment in this area.
- b. A student who has a visual impairment is functionally blind if, based on the preceding assessments, the student will use tactual media (which includes Braille) as a primary tool for learning to be able to communicate in both reading and writing at the same level of proficiency as other students of comparable ability. Assessment report will document strengths and weakness in Braille skills.

12. NONCATEGORICAL EARLY CHILDHOOD (34 CFR §300.7)

Students between the ages of three and five who are evaluated as having mental retardation, emotional disturbance, a specific learning disability, or autism may be described as noncategorical early childhood. The TEA has adopted the term noncategorical but it is a local district decision to use this category for this age group.

Developmentally delayed infants and toddlers, from birth to three years of age, who meet eligibility criteria for one or more of the identified disabilities, may be eligible to receive services in early childhood intervention programs available within the area.

Must have noncategorical assessment report and supporting assessment data to document eligibility for one of the following disabilities:

- a. autism

- b. learning disabilities
- c. emotional disturbance
- d. mental retardation

13. Related Services

An eligibility report for each related service must stipulate learning competencies identifying the need for the related service, documentation that the service will enable the student to benefit from instruction, and recommendation for the specific service to be offered. The eligibility report is based on a written assessment for each related service recommended, and must indicate skills and/or behaviors related to the service that the student can and/or cannot perform.

VI. INDIVIDUALIZED EDUCATION PROGRAMS (IEP)

(34 CFR 300.6, 300.7, 300.308, 300.340-350, 300.501, 300.530-536; Part 300 Appendix A; TEC 29.005, 30.004; 19 TAC 89.1050, 89.1055, 89.1060, 89.62; Student Attendance Accounting Handbook)

ZOE Learning Academy procedures for implementing the IEP requirements consistent with Board policy are as follows:

At the beginning of each school year, the school has in effect an IEP for every special education student who is receiving special education and related services from the school.

A. An IEP will:

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

B. Services initiated-

It is expected that the IEP of a student eligible for special education services will be implemented immediately following the Admission, Review and Dismissal meeting. Two exceptions are:

1. when the meetings occur during the summer or a vacation period, or where there are circumstances that require a short delay (e.g., working out transportation arrangements).
2. When the parent is not in attendance; in this instance, the parent is notified by receipt of a copy of the IEP by mail, and the service begins within 5 days of that notification and parent approval.

However, there is no undue delay in providing special education and related services to the student.

C. IEP Committee Members:

A meeting is conducted within thirty calendar days after the date upon which a student's evaluation report is completed for the purpose of determining

eligibility and developing the student's IEP. The school schedules and conducts the meeting which includes the following members:

1. a representative of the school who is qualified to provide or supervise the provision of special education and related services;
2. a member of the evaluation team who is knowledgeable about the evaluation procedures used with the child and is familiar with the results of the evaluation (in the instance of initial placements or re-evaluations);
3. the student's regular classroom teacher, a special education-certified teacher or therapist who is knowledgeable and qualified in the area of the student's suspected disability;
4. the parent or guardian (in the case of a non-adult student), or adult student;
5. the non-adult student if appropriate (for instance, if transition services are discussed);
6. other individuals at the discretion of the school, the parent or the student;

D. Parent Notice and Participation:

ZOE Learning Academy assures (in the case of non-adult students) that one or both parents of the student with disabilities are present at each meeting or are afforded the opportunity to participate.

1. The notice to the parent(s) includes the purpose, time, and location of the meeting and who will be in attendance. If the purpose is transition, the parent is notified that the purpose of the meeting is to discuss transition and that the student is invited, and identify any other agencies that will be invited.
2. If a parent cannot attend, the school uses other methods to assure participation, including individual or conference telephone calls.
3. A meeting may be conducted (in the case of a non-adult student) without a parent in attendance if the parent gives permission on the written invitation (or by telephone with documentation by school official) for the committee members to proceed without parent participation.

4. The school documents attempts to schedule the meeting in a convenient time such as records of telephone calls and results, copies of correspondence sent to parents and responses received.
5. The school takes whatever action is necessary to ensure that the parent (or adult student) understands the proceedings at the meeting, including arranging for an interpreter for parents (or adult students) who are deaf or whose native language is other than English.
6. The school obtains written consent by parent/guardian or adult student before initial placement begins.

E. Types of Meetings

The school conducts meetings consistent with this section at least once a year for the purpose of reviewing and revising as necessary each student's IEP. Meetings may be held more frequently. Other IEP meetings may occur in the following instances:

1. Temporary ARD – held upon enrollment by a student who is eligible for special education services and that eligibility is reported by the student or parent and verified by the previous school district in writing or by telephone. In this instance, special education services are temporary, contingent upon either receipt of valid assessment data from the previous school district or the collection of new assessment data. A second meeting, a transfer ARD, is held within 30 school days from the temporary meeting to transfer services to the present school and finalize or develop a new IEP based on received previous school records or assessment data.
2. Review ARD – may be called at any time by any person with interest in the educational performance of the student (teachers, administrators, parent or guardian, etc.) to review the current placement and its appropriateness for the student; this meeting will address change in instructional arrangement, change in course schedules, need for additional assessment or evaluation, review of Behavior Intervention Plan or any other change in program based on current competencies, handicapping condition or individual education plan.
3. Annual ARD – scheduled by the school annually to review the placement, services, related services and program offered to the student as well as to

review student educational progress and effectiveness of program offered; additionally, programming for the next year based on effectiveness of current program determined.

4. Dismissal ARD – held when special education eligibility has ended due to student no longer needing services, parent refusal to consent to continued services for the student or when disability has diminished in the extent of the effect it has upon the student's academic progress.
5. Graduation ARD – occurs upon completion of high school program: considering written recommendations from appropriate adult service agencies, parent and student, and having completed the minimum academic requirements applicable to students in the regular education program or requirements specified in the IEP
 - a. full-time employment based on student abilities
 - b. mastery of specific employability skills and self-help skills
 - c. access to services not within the legal responsibility of public education or employment or education options
 - d. reached 22 years of age and completed IEP/
 - e. satisfactory completion of exit level test (if appropriate and not exempted by ARD committee)
6. Individualized Family Services Plan (IFSP) – must be held in place of an ARD committee meeting in accordance with federal law and the understanding between the Texas Education Agency and Texas Interagency Council on Early Childhood Intervention for a child from birth through two years of age with visual and/or auditory impairments.

F. IEP Content

1. The purpose of each meeting is to develop the student's IEP, a written document based on the evaluation and parent input, where it is provided, and includes:
 - a. A statement of the student's present levels of educational performance
 - b. A statement of specific annual goals including short-term instructional objectives which are stated in terms that provide for measurement of progress, expected levels of performance, and the schedules for their accomplishments;

- c. A statement of the specific special education and related services to be provided to the student based upon the individual needs of the student, as determined through the evaluation process;
- d. The development of a Behavior Intervention Plan, if appropriate;
- e. The extent to which the student will be able to participate in the regular education program, including physical education. If modifications (supplementary aids and services) to the general education program are necessary to ensure participation in that program, those modifications must be described. If the student is unable to participate in the regular education program, a description of the specially designed physical education to be provided to the student is included;
- f. In the case of the student who is blind or visually impaired, provide for instruction in Braille and the use of Braille unless the IEP team determines after an evaluation of the student's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the student's future needs for instruction in Braille or the use of Braille), that instruction in Braille or the use of Braille is not appropriate for the student.
- g. Consider the communication needs of the student and in the case of a student who is deaf, or hard of hearing, consider the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the child's language and communication mode, academic level, and full range of needs, including opportunities for direct communication mode.
- h. Consider the following information for students with autism/pervasive developmental disorders (justifying why if not considered):
 - 1. extended education programming (ESY)
 - 2. daily schedules reflecting minimal unstructured time
 - 3. in-home training or viable alternatives
 - 4. prioritized behavioral objectives
 - 5. prevocational and vocational needs of students ages 12 or older
 - 6. parent training
 - 7. suitable staff-to-student ratio
- i. A statement of the needed transition services including goals and objectives, based on a functional vocational evaluation and anticipated

post school outcome(s) beginning no later than age sixteen and annually thereafter (and when determined appropriate for an individual student, beginning in elementary school or sooner), including, when appropriate, a statement of the interagency responsibilities or linkages (or both) before the student leaves the schools setting; in the case where a participating public agency fails to provide agreed upon services, the district shall reconvene the IEP team, as soon as possible, to identify alternative strategies to meet transition objectives and, if necessary, revise the IEP, as long as the student is eligible for services.

- j. If the IEP team determines that services are not needed in one or more of the areas specified in state regulations, the IEP must include a statement to that effect and the basis upon which the determination was made;
- k. The projected dates for the initiation of services and the anticipated duration of the services, including the number of school days, the number of hours per day, and the length of the school year over which such services are provided;
- l. The determination of need for Extended School Year, is appropriate for the student when the student has exhibited, or reasonably may be expected to exhibit, severe or substantial regression that cannot be recouped within a reasonable time period, therefore being unable to maintain one or more acquired critical skills because of the absence of extended school programming;
- m. Appropriate objective criteria and evaluation procedures and schedules for determining, on at least an annual basis, whether the short-term instructional objectives are being met;
- n. A statement as to whether or not the student should participate in the state competency testing, which, if any, modifications are to be made during the testing, and consideration of any alternative testing more appropriate to the measurement of the student's competencies;
- o. The school documents the findings of the committee meeting including the date, names, positions and signatures of the members participating in each meeting; additionally, agreement or disagreement of each member with the committee's recommendations.

2. ZOE Learning Academy provides the parent (or the adult student) a copy of the IEP.
3. ZOE Learning Academy provides assurances that special education and related services are provided to a student with a disability at no cost to the student or parent.
4. If the committee determines that as a result of the Comprehensive Independent Evaluation the student is not eligible for services from special education, then the Notice Refusal to Provide Services in Regard to Identification, Evaluation, Placement or Free Appropriate Public Education form will be completed, procedural safeguards given to parent and the student referred back to the mainstream education program for modifications and/or 504 referral.

G. Collaboration and Mutual Agreement

All members of the ARD committee have the opportunity to participate in a collaborative manner in developing the IEP, and all decisions made concerning required elements of the IEP are made by mutual agreement. When mutual agreement is not achieved, the following procedures are followed:

1. parent/legal guardian or individual with a disability disagreeing is offered a single opportunity to have the ARD committee recess for a period of time not to exceed 10 school days (not if student's presence on campus presents danger of physical harm to the student or others, has committed an expellable offense or an offense which may lead to placement in an alternative education program);
2. during the recess, alternatives are considered, additional data gathered, additional resource persons contacted to enable the ARD committee to reach mutual agreement;
3. date, time and place for re-convening meeting is mutually agreed upon prior to the recess;
4. if mutual agreement is still not reached after recess, IEP that is appropriate for the individual will be implemented, as determined by the school;

5. prior written notice to the parent/legal guardian or adult student is given upon implementation of IEP with which there is disagreement;
6. ensures parent/adult student understanding of right to complaint, mediation or due process hearing.

H. IEPs for Private School Students

If the school contracts with an approved non-public or public school agency in order to provide FAPE to a special education student, the school:

1. initiates and conducts a pre-placement meeting prior to the student's enrollment with appropriate personnel and the student's parent(s) for the purpose of developing the student's IEP.
2. The school ensures that a representative of the non-public or public school agency attends the meeting or in some other way assures participation by the non-public school agency.
3. Meetings to review or revise the student's IEP after the student has been placed shall be initiated and conducted by the non-public or public school agency at the discretion of the school.
4. The school assures that the parent(s) (or the adult student) and the non-public school agency are involved in any decision concerning the student's IEP and agree to proposed changes in the program before those changes are implemented.
5. The responsibility for compliance with this section lies with the school, including development of a written contract consistent with state standards.

VII. LEAST RESTRICTIVE ENVIRONMENT

(34 CFR 300.550 – 300.556, 300.533(a)(4); 19TAC 89.1050(b))

ZOE Learning Academy offers educational programming through a continuum of services and opportunities to students with disabilities within the regular program and curriculum to the greatest extent possible and with individuals who are not disabled.

A. Consideration for Instructional Arrangement - The IEP meeting includes consideration that each special education student shall be offered an instructional arrangement that is:

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

These placement provisions also apply to special education students in public or private institutions or other care facilities.

B. Nonacademic and Extracurricular Services

Each student with disabilities shall be provided nonacademic and extracurricular services and activities conducted by the school (e.g. meals and recess) with students without disabilities to the maximum extent appropriate to the needs of the student.

Nonacademic and extracurricular services and activities may also include:

- ① counseling services
- ① athletics
- ① transportation
- ① health services,
- ① recreational activities
- ① special interest groups or clubs sponsored by the school

- ⌚ referrals to agencies that provide assistance to individuals with disabilities
- ⌚ employment of students, including both employment by the district and assistance in making outside employment available.

C. Daily Schedule –

Each student will have available the same instructional regular school day as is provided all other students. The regular school day is determined appropriate by the admission, review, and dismissal (ARD) committee for a student whose individual educational plan (IEP) specifies a shortened day; The ARD (Admission, Review, and Dismissal) Committee may determine a student's instructional day should be shortened based on the individual educational plan (IEP).

D. Instructional Arrangements – the ARD committee will consider, based on the assessment and evaluation data, the most appropriate instructional arrangement to serve the needs of the student:

1. Mainstream is an instructional arrangement for providing special education services according to individual education plans to eligible students with disabilities whose instruction is provided in the regular classroom setting with necessary special education support. Support in this setting may include team teaching between a certified special education teacher and a regular or mainstream teacher, use of adaptive technology or assistive equipment, instructional modifications or specialized curriculum or materials. The objective of the support will be to insure that the student's individualized education plan is implemented in the classroom.
2. Resource is a supportive and assistive program offered to students with disabilities when the ARD committee determines that it is appropriate to serve the needs of the student for certain subject (s) in other than the mainstream classroom. A resource classroom is staffed and/or supervised by certified special education personnel who address the individual needs of each student in a reduced class student/teacher ratio using specialized teaching methods, materials, curriculum and strategies specific to the student's IEP for less than 50% of the school day.

3. Self Contained (mild to moderate) is a classroom serving the specialized needs of more severely handicapped students who are determined to be appropriate for this setting at least 50% of the school day in order to implement the IEP of the individual student. A self-contained classroom is staffed and/or supervised by certified special education personnel who address the individual needs of each student in a reduced class student/teacher ratio using specialized teaching methods, materials, curriculum and strategies.
4. Self Contained (severe) is a classroom serving the specialized needs of more severely handicapped students who are determined to be appropriate for this setting for all but one or two classes (PE, music, etc.) in the school day. A self-contained classroom is staffed and/or supervised by certified special education personnel who address the individual needs of each student in a reduced class student/teacher ratio using specialized teaching methods, materials, curriculum and strategies.
5. Homebound is an instructional setting in the student's home with instruction, materials, supplies and curriculum determined by the ARD committee due to:
 - a. Illness (chronic or single incident) requiring absence from school for more than 4 weeks as documented by a physician;
 - b. Disciplinary action of student with disabilities as determined by school administrator or ARD committee based on total cumulative days assigned or change of placement;
 - c. Infants and Toddlers when determined by Individualized Family Services Plan
6. Speech Therapy is an instructional arrangement, which provides solely for therapy services by a speech therapist and is not counted as any other instructional arrangement.

The Admission, Review and Dismissal Committee may identify other program options as approved by the Texas Education Agency.

VIII. PERSONNEL DEVELOPMENT

(34 CFR 300.224, 300.380-383; TEC 30.002(8); 19 TAC 149.21)

ZOE Learning Academy has established a comprehensive system of personnel development addressing the training needs of personnel serving students with disabilities. The training is completed during school inservice programs throughout the year, and the administrative designee assures that each individual serving the needs of students with disabilities complete all necessary training. The specific areas of inservice training may include:

- ① FAPE
- ① Philosophy of Child/Family Centered Process
- ① Parent/Child Rights
- ① Special Education Process/Timelines for Child-Centered Educational Process
 1. pre-referral
 2. referral
 3. assessment
 4. ARD/IEP Development
 5. Related services
 6. IEP Implementation
- ① Assistive Technology
- ① TAAS Remediation
- ① Transition Planning
- ① Positive Behavior Intervention Strategies
- ① Personnel Credentials
- ① Special Education Budgeting/Funds Tracking
- ① Forms/Documentation/Records Maintenance
- ① Corrective Action Plan (CAP)
- ① Least Restrictive Environment
- ① Related Services
- ① Initial Evaluation Timelines
- ① Re-evaluation Timelines
- ① Transition
- ① Confidentiality
- ① Identification of eligible students
- ① Assessment of Student Needs
- ① ARD process
- ① IEP formulation
- ① Least Restrictive Environment

- ⌚ IEP Implementation
- ⌚ Parent/Child Rights
- ⌚ Disciplinary Action
- ⌚ Related Services
- ⌚ Transition Planning
- ⌚ Documentation
- ⌚ Records Maintenance
- ⌚ Enrollment/Withdrawal procedures

Documentation as to the instruction presented and staff receiving the inservice training is readily accessible in the office of the director.

IX. PROCEDURAL SAFEGUARDS

(34 CFR 300.9, 300.342, 300.345, 300.500-529, 300.530, 300.560-300.577; 19 TAC 89.1015, 89.1020, 89.1025, 89.1045, 89.1110, 89.1050)

I. NOTICE AND CONSENT

A. An Explanation of Rights and Procedural Safeguards is the document provided to parents, guardians or adult students (in their primary language) at a minimum in any instance where consent or notice is given. Those instances are:

1. Referral to special education for the first time for an individual comprehensive assessment
2. Re-evaluation (every three years or earlier if requested or needed)
3. Notification of an ARD/IEP meeting
4. Receipt of a request for due process

This document has been developed by the Texas Education Agency and includes a full explanation of all procedural safeguards that meet the requirements of 34CFR 300.504(b). The administrative designee at the local campus shall be responsible for explaining the document, providing answers to any questions and insuring that the parent, guardian or adult student have an understanding of their rights under FERPA.

B. Consent

1. When consent is required - obtained in writing from parents, guardians or adult students (in their primary language) a reasonable time (5 school days) before the following instances:
 - a. any pre-placement evaluation or testing
 - b. the release of any personally identifiable information
 - c. initial special education placement
 - d. use of individual family service plan (IFSP) instead of individual education plan (IEP)
2. The consent form:
 - a. includes an explanation of the activities needing consent
 - b. is kept in the eligibility folder

- c. is voluntarily signed by the parent, guardian or adult student
- d. states that even if signed, consent may be revoked at any time

C. Notice

1. When notice is given - sent to the parents, guardians or adult students (in their primary language) a reasonable time (5 school days) before proposing or refusing to initiate or change the identification, evaluation, or educational placement of a student or the provision of a free appropriate public education (FAPE) to a student.
2. All notices include:
 - a. a description of the action proposed or refused
 - b. an explanation of why the action is proposed or refused
 - c. a description of all procedures, tests, records, or reports used as a basis for proposal or refusal
 - d. a list of all other options explored and why they were refused
 - e. a description of any other factors relevant to proposal or refusal
 - f. administration designee contact information for any further explanation needed
 - g. the statement of protection under the procedural safeguards and the means to a copy of the procedural safeguards
3. In addition, the notice of admission review and dismissal meeting includes:
 - a. date, time, place of meeting
 - b. who will be in attendance at the meeting
 - c. the opportunity for the parent to reschedule the meeting
 - d. a statement that any educational or related service not proposed may be discussed at the parents request
 - e. indicate the purpose is the consideration of transition services
 - f. indicate that the student (of any age) is invited

X. SURROGATE PARENTS

- A. **Need** - A child's need for a surrogate parent is recognized if:
1. no parent can be identified or
 2. the whereabouts of a parent are unknown (after reasonable efforts) or
 3. the student is a ward of the state
 4. a foster parent may meet the qualification as a parent or be appointed as a surrogate parent, if the foster parent has no other conflicts of interest; when acting as a surrogate parent, they must complete training as any other candidate for surrogate parent would
- B. **Appointment requirements** - Once the need is established the surrogate parent is appointed after:
1. completing an application in which personal and employment references are checked thoroughly
 2. completing the Surrogate Parent Training (if the application is approved)
- C. **Training** - Training topics may include:
1. the ARD process and the Individual Education Plan,
 2. parent rights and responsibilities,
 3. FAPE and FERPA,
 4. eligibility and handicapping conditions.
- D. **Surrogate list** - A list of trained and approved surrogate parents is kept in the special education office.

XI. DUE PROCESS HEARINGS

A. Hearing initiated -

A hearing may be initiated by the parent, adult student or school to challenge a proposal.

1. to change the identification of the student
2. to initiate the evaluation of the student
3. to initiate or change the delivery of educational services to the student
4. to initiate or change the eligibility and provision of special education and related services
5. to question the appropriateness of an evaluation by the parent and request an Independent Educational Evaluation at public expense
6. to refuse to initiate or change any of the above

B. Request for hearing –

A written request will be filed with the TEA and the school representative, or the parent if filed by the school. The school makes a copy of the TEA form available to the parent if needed, as well as instructions for required information. All procedures as set forth by TEA for requests for hearings will be followed, and the school is available to assist the parent or adult student by providing that necessary information if the parent requests assistance.

C. Confidentiality –

A request for a hearing is a confidential student record according to FERPA, and the school maintains the request in that manner.

XII. REFERRAL

A student experiencing difficulties in the regular education program may be considered for eligibility for special education services. The school maintains specific procedures to identify those students, attempt modifications in the regular program first (if appropriate) and begin the comprehensive individual assessment to establish eligibility when other modifications have failed and the student is suspected of having a disability.

- A. PRE-REFERRAL** – pre-referral activities are a mainstream initiative to address the problems students may be having in the regular education program who have not been determined to be eligible for special education services.
1. **Campus Intervention Team (CIT)** – a team consisting of teachers, administrators, school counselors and/or parents may elect to review the performance of a student in the mainstream education program who is experiencing difficulties either with academics or behaviorally; student work samples, grades, standardized test results, state competency testing, anecdotal records and discipline records may all be made a part of this review.
 2. **Recommendations** – as a result of the school staffing team's review of student progress and records, modifications within the regular education program are documented which include any methods the team feels would be appropriate to the resolve of difficulties the student is experiencing; the team agrees to reconvene within 30 school days to review progress or change;
 3. **Referral for special education** – upon the team's reconvening, documentation of the student's unresolved behavioral problems or lack of expected progress is made and the committee may then determine that a referral for special education services is appropriate; at this point, the team will be sure to involve the parent in the decision to refer, and begin the referral process upon parent signature for consent to conduct a comprehensive individual assessment; additionally, parent or legal guardian is given a copy of procedural safeguards and their rights are explained to them by a school representative.

B. INITIAL REFERRAL FOR SPECIAL EDUCATION SERVICES –

1. Referral packet – upon obtaining consent to conduct comprehensive individual assessment, school personnel will initiate a referral packet which includes documentation made by the pre-referral team, student progress reports, anecdotal reports, grade reports, behavioral/discipline records, standardized test results and competency test results.
2. Language, hearing and vision – all students referred for special education are screened for limited English proficiency (Home Language Survey conducted) to insure that the lack of progress in the general education program is not due to language difficulties; additionally, hearing and vision screenings are conducted to ensure that lack of progress in the general education program is not due to vision or hearing (physical) problems; this data is made a part of the Comprehensive Individual Assessment.
3. CIA Written Report – Notice of comprehensive Individual Assessment is given to parents a reasonable period of time prior to conducting the assessment; a written report of a comprehensive individual assessment of a student for purposes of determining eligibility for special education services shall be completed not later than the 60th calendar day following the date on which the referral for assessment was initiated by school personnel, the student's parent or legal guardian, or another appropriate person. The assessment is conducted using procedures that are appropriate for the student's most proficient method of communication or in the student's dominant language;
4. ARD Meeting Scheduled – an Admission, Review or Dismissal meeting is scheduled within 90 days of the signing of the consent to conduct comprehensive individual assessment, or within 30 days of the completion of the written report by the clinician; the purpose of this meeting initially is to establish eligibility (or not), and if the student is found to be eligible for special education services, then an Individual Education Plan is developed by the ARD committee.

C. INITIAL REFERRAL FOR PRE-SCHOOL CHILDREN –

Students referred by parents/guardians or others who have not been previously served in ECI:

1. Birth - 3 years of age - For children with suspected developmental delays birth through 2 years of age, communication logs are maintained that document:
 - a. Child find referrals - forwarded to an ECI program for students birth to 2 years old, and collaborate with the ECI program and determine appropriate steps based on the student age and needs, or
 - b. Referring school involvement - will follow up with the ECI program to assure assessment is completed within 45 calendar days from the date the referral is made,
 - c. The ARD determines eligibility, educational need and develops an IEP to determine placement prior to the third birthday.
2. Ages 3-5 - for children referred for services, either from Child Find or elsewhere, the same referral process stipulated in B 1-4 above will be followed. A Temporary ARD may be conducted based on school screening which may determine eligibility in order to provide services during the 90-day comprehensive Individual Assessment process.

D. LIMITED ENGLISH PROFICIENCY REFERRAL -

1. LPAC report - students for whom it has been determined through the use of the Home Language Survey or other sources that the student is not primarily English speaking must have an LPAC report completed within the past year included in the referral packet.
2. Speech only referral - a language proficiency assessment is done to determine:
 - a. language of assessment
 - b. English proficiency, lower proficiency in Spanish, use normal assessments;
 - c. Spanish proficiency, lower proficiency in English, student probably is not in need of special education services (bilingual or ESL instead);
 - d. Low proficiency in both languages, additional consultation regarding methods of assessment must be accomplished prior to testing;
 - e. High proficiency in both languages determines English as language of assessment.
 - f. Articulation - determine need for therapy based on sounds that are mis-articulated and are language specific;

3. Related Service Referral – students may be referred for assessment for related services based on screening.
 - a. no ARD meeting is required to screen for related service;
 - b. when screening indicates need for related service assessment,
 - c. consent and notice are provided to parent (unless assessment is made a part of the overall comprehensive individual assessment);
 - d. if assessment indicates a need for services, a student may be eligible for related services as part of special education services or as the sole support based on student's identified needs and handicapping condition;
 - e. all screening, assessment and service provisions are conducted by clinician properly certified and trained in the area of related service.

XIII. RELATED SERVICES

(TEC 89.1060, 89.1131)

Support services are available to students with disabilities that supplement the student's special education program or may be determined by the ARD committee to be the only requirement of delivery of service required to meet the identified needs of the student.

- A. Types of Services** - These related services include developmental or corrective services such as:
1. Speech/language therapy
 2. Audiology services
 3. Psychological services
 4. Counseling services
 5. Physical therapy
 6. Occupational therapy
 7. Recreational therapy
 8. Rehabilitation counseling
 9. Medical services (diagnostic or evaluative)
 10. Mobility services
 11. School health services
 12. Parent counseling and training
 13. Social work services
- B. Notice and Consent** - prior to referral for assessment for related services, notice and consent for assessment is obtained from the parent.
- C. Evaluation** - upon referral for assessment or evaluation to determine eligibility for related services, the special education coordinator or other designated school personnel schedules the evaluation at school expense
- D. Certified clinicians** - all evaluations and assessments for related services are conducted by fully certified and trained personnel contracted with by the school in the specific area of related service.
- E. Appropriate instruments** - assessment instruments used in the assessment are those generally accepted by TEA to be appropriate for the evaluation of need by the student for such services.

- F. **ARD** - Upon completion of assessment for related services, the ARD committee meets; the usual members of the ARD committee are included in the ARD, with the addition of a person trained or certified in the field of related service to be provided; Eligibility is determined by the committee, frequency of service delineated and goals and objectives for the related service are developed and approved by the committee.

- G. **No Cost** - Services are provided to the student at no cost to the student or parent.

XIV. ASSISTIVE TECHNOLOGY

ZOE Learning Academy makes available to all students with a disability any assistive technology devices or services needed as a result of the Comprehensive Individual Assessment, ARD committee recommendations and/or Assistive Technology Team recommendations. Those devices and/or services are included in the Individual Education Plan.

- A. Comprehensive Individual Assessment for Assistive Technology needs – the CIA will assess (informally and/or formally) and make recommendations for further assessment by an Assistive Technology Team, recommendations for specific devices or services based on identified student needs, or recommendations that no devices or services are needed.
- B. ARD Committee consideration of Assistive Technology – The ARD Committee will review the CIA, and consider recommendations made by the report in regard to Assistive Technology devices and/or services. The committee may also consider referral for further evaluation by an Assistive Technology Team if that need is determined. The committee ensures that any devices or services deemed appropriate for the student are made a part of the Individual Education Plan. A list of local vendors and/or manufacturers has been developed by the Special Education Department for access of devices and services(leased, purchased or provided through other plans and programs).
- C. Assistive Technology Team – Upon recommendation by the CIA or through referral by the ARD committee, an Assistive Technology Team is coordinated specifically for further assessment of student needs in regard to devices and/or services. The team may be comprised of:
 - ⌚ Physical Therapists
 - ⌚ Occupational Therapists
 - ⌚ Speech Therapists or Pathologists
 - ⌚ Educational Diagnosticians
 - ⌚ teachers certified in the specific area of disability and
 - ⌚ other professionals as determined by the ARD committee

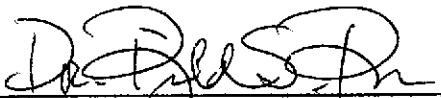
Formal and/or informal evaluation procedures are used by the team members, including in their assessment the functional abilities and competencies identified in the CIA. Recommendations are then made in a

report from the team to the ARD committee, which will reconvene to consider those recommendations and implement services.

Exhibit C

STATEMENT OF ASSURANCE

ZOE Learning Academy will follow special education guidelines as stipulated in the State Board of Education Rules, Commissioner Rules, Texas Education Code, Final Regulations, March 1999 of IDEA.



Dr. Richard Rose, CEO

12-4-00

Date

THE ZOE LEARNING ACADEMY

Content sent to review

Impact Statement: OK (p. 43 & supplemental 9-11-00 submission)

Public Notice: OK (Attachment #7)

Geographic Boundaries: OK -- all of Harris County (p. 42).

Admissions: ZOE proposes to use a first-come, first-served system to fill their class, and then use a lottery system "for vacancies created by natural student attrition." (pp. 71-72) This circumvents the lottery requirement. If the school receives excess applicants, all should be subject to the lottery.

Facilities: OK (pp. 36-37 & Attachment 15). TEA will need a copy of the Certificate of Occupancy before the school opens. Also, the school will be using a building owned by the Life Tabernacle Church, so they will have to ensure that the school does not contain religious insignia, etc.

Governance Structure: There are several troubling provisions in ZLA's by-laws (Attachment #3). First, the by-laws say that new students will be assessed an initial enrollment or tuition fee (Art. III, secs. 5, 10). This violates TEC § 12.108. Also, the by-laws say that: "Interested candidates may apply for enrollment. The enrollment must approve by two-thirds quorum vote with three-fourths of the members present." (Art. III, sec. 4). If this means that applicants for admission to the school must be approved by a vote of the existing students or parents, it destroys the school's open-enrollment character and is impermissible. In addition, pages 7-14 of the application describe a structure for the governing board (five permanent members who terms do not expire, an elected parent representative to serve a two-year term, and an elected school employee to serve a one-year term) that I cannot find anywhere in the Articles of Incorporation or By-laws. The Articles identify the three founding Bmembers, and the By-Laws, as far as I can tell, do not describe the operations of the Board at all.

Evidence of Nonprofit Status: The sponsoring entity ZLA has applied for, though not yet received, determination from the IRS that it is exempt from taxation under section 501(c)(3). (Attachment #1)

**RESOLUTION FOR AMENDMENTS
OF THE BYLAWS OF
ZOE LEARNING ACADEMY, INC.**

Whereas, the following resolution to the bylaws of Zoe Learning Academy, Inc., was adopted and accepted on this the 4th day of December 2000.

Whereas, Zoe Learning Academy, Inc. Adopted into the records to reflect that the Chief Executive Officer & President, Reverend Dr. R S. Rose II. along with a quorum voted that this resolution be place effective as of December 4, 2000 that they would Amend the Bylaws of Zoe Learning Academy, Inc., would make changes to Article II, Section 1 of the current Bylaws to reflect the changes to read as follow.

Correction:

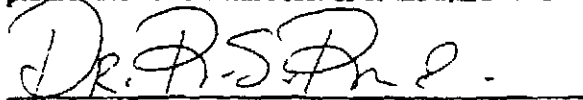
The purpose of Zoe Learning Academy, Inc., is to be committed to educate young children with quality educational skills and to equip them with the skills and training that will allow them to achieve and to be able to encourage, enlighten, empower and be mentors to young at-risk young children between the ages of 5 to 12 years of age of the Houston, Harris County communities.

Encouraging them to maintain the highest levels of academic and scholastic achievement possible in education. To develop a sense of community awareness and cultural diversities. To also serve as a positive role models for other younger generations and perform successfully in all aspects of educational and with enthusiasm, commitment and responsibility. The Zoe Learning Academy, Inc. will fully participate with the Harris County School Boards, and with other local and government entities for those at-risk young boys and girls within the various Houston communities.

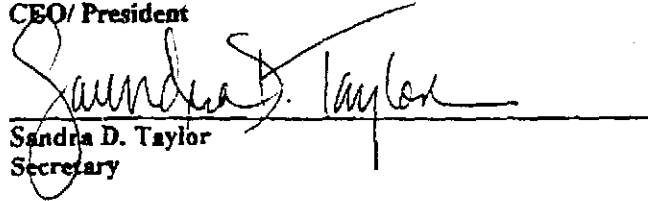
Whereas, a quorum of 1/3 governing body of the board was present and it was voted and ruled that was been properly moved and second that this resolution be place into the records affected this 4th day of December 2000.

Whereas, Zoe Learning Academy, Inc., adopted the resolution and placed into the bylaws that we do an amendment to the bylaws and current resolution.

It was the recommendation of the governing body that was present that these adoptions be placed into the official records of the minutes as well as the bylaws.



Dr. R. S. Rose, II
CEO/ President



Sandra D. Taylor
Secretary

COMPLIANCE ISSUES ADDRESSED TO TEA REQUESTS FOR ADDITIONAL INFORMATION

Application for Charter

- Page 1 The school officials recognized that additional sites will be brought before the SBOE for approval.
- Page 16 This was corrected through previous documentation to TEA.
- Page 20 Region IV who has worked with Bill Outlaw to establish the Financial Consortium for Charter Schools has been designated as the Financial Branch in the organizational chart. However, ZOE Learning Academy would request that bids be taken from additional consultants and a selection be made from the services offered. Bill Fotjeseck is presently working with a firm that the school desires to consider.
- Page 30 ZOE Learning Academy recognizes that the *Student Attendance Accounting Handbook* clearly describes the process for official attendance accounting which will be followed. Attendance policies and procedures contained in the application clearly state that this would be followed. The Code of Conduct will be amended to reflect the *Student Attendance Accounting Handbook* guidelines in its method of taking, recording, and reporting attendance.
- Attachment 12 See Exhibit A for a revised cash flow.
- Attachment 16 As stated in the application, the ZOE learning Academy will follow the same calendar as Houston ISD. However, ZOE may amend the calendar to reflect 180 instructional days. HISD provides 178 instructional days due to a professional development waiver. ZOE will provide 180 days of instruction. Professional development will occur outside the school day, before school begins, and during the summer.

ZOE

DEC 12 2000

CHARTER

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

Name of Charter School FOR LEARNING CENTER
 Contact Person R S ROSE
 Telephone 713-748-4228

DEC 10 2001

Rounded to Ever Dollars

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Begin Balance		\$52,816	\$55,824	\$61,232	\$62,040	\$55,848	\$53,656	\$45,464	\$40,272	\$35,080	\$36,388	\$39,968
Cash Inflows												
Local Sources	2,500	2,000	500									
State Sources	173,616	86,808	86,808	86,808	86,808	86,808	86,808	86,808	86,808	86,808	86,808	86,808
Start up grant	4,000	18,000	12,000	8,000								
Federal Sources		7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500
Loans												
Total Receipts	\$180,116	112,308	\$176,808	\$192,308	\$94,308	\$94,308	\$94,308	\$94,308	\$94,308	\$94,308	\$94,308	\$88,508
Cash Outflows												
Payroll	63,000	63,000	63,000	63,000	63,000	63,000	63,000	63,000	63,000	63,000	63,000	58,865
Services												
Professional Services	18,000	18,000	18,000	18,000	18,000	15,200	18,000	18,000	18,000	18,000	11,500	15,500
Rent	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
Utilities	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Other Services	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Supplies	12,500	12,000	10,000	10,000	9,000	8,000	8,000	8,000	8,000	8,000	9,382	12,000
Travel & Other Operating	1,500	1,500	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Principal and Interest for Loans and Other Financing Obligations												
Purchase of Equipment, Furniture, Buildings, Land and Other Capital Outlay	23,000	5,000										
Total Cash Outflows	127,500	109,000	101,500	101,500	100,500	99,500	99,500	99,500	99,500	99,000	90,727	121,862
Excess (Deficiency) Cash Inflows to Cash Outflows for the Month	52,616	3,308	5,308	908	(6,192)	(5,182)	(5,192)	(5,192)	(5,192)	1,308	3,581	(14,854)
Ending Balance	\$52,816	\$55,824	\$61,232	\$62,040	\$55,848	\$50,656	\$45,464	\$40,272	\$35,080	\$36,388	\$39,968	\$25,115

R. S. Rose Ministries

*"Proclaiming Deliverance in the Spirit of Excellence!"
6701 Cullen Blvd. - Houston, TX 77021*

Phone: 713-748-4228
Fax: 713-748-7833

Fax Transmittal Form

To *Charles Moody*

From *Dr. R.S. Rose II.*

Name:
Organization Name/Dept:
CC:
Phone number:
Fax number:

Phone: 713-748-4228
Fax: 713-748-7833

512-475-3662

- Urgent
- For Review
- Please Comment
- Please Reply

Date sent:
Time sent:
Number of pages including cover page: *6*

Message:

*Information Requested Concerning the
SOI (E)(3) Status. The other information
forth coming.*

Dr. Rose



Internal Revenue Service
District Director
1100 COMMERCE STREET
DALLAS, TX 75242-0000

Department of the Treasury

Date:

AUG 24 1987

CITY WIDE CLUB OF CLUBS
P O BOX 8446
HOUSTON, TX 77004

Employer Identification Number:
76-0149027
Contact Person:
EO TECHNICAL ASSISTANT
Contact Telephone Number:
(214) 767-3526

Caveat Applies:
NO

UPDATED!

Dear Applicant:

Based on the information you recently submitted, we have classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Internal Revenue Code because you are an organization described in section 509(a)(1) and 170(b)(1)(A)(vi).

Your exempt status under section 501(c)(3) of the Code is still in effect.

This classification is based on the assumption that your operations will continue as you have stated. 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.

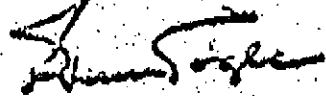
This supersedes our letter dated June 3, 1986.

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

If the heading of this letter indicates that a caveat applies, the caveat below or on the enclosure is an integral part of this letter.

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

Sincerely yours,



Glenn Eagle
District Director

Letter 1078(DO/CO)



Internal Revenue Service

Department of the Treasury

Internal Revenue
Service Center

Southwest Region
Austin, Texas

P. O. Box 934, Austin, Texas 78767

City Wide Club of Clubs
4101 San Jacinto Suite 206
Houston, TX 77004

Person to Contact:

S. Guerrero
Telephone Number:
(512)462-7628

Refer Reply to:

P:DP:EC Stop AUCS 6181

Date:

Dear Officer or Trustee:

The four-digit Group Exemption Number (GEN) 7099 as shown above has been assigned to your organization. This number is not to be confused with the nine-digit Employer Identification Number (EIN) previously assigned to your organization.

Form 990, Return of Organization Exempt from Income Tax, and instructions require each parent organization and its subordinates to show their GEN in Section G of Form 990, in addition to their EIN.

Please advise all of your subordinates who are required to file Form 990 to place the GEN on their return in Section G and their own EIN in Section A.

If you have any questions, please contact your District Office.

Thank you for your help in this matter.

Sincerely,

John M. Cooper for
John Lindsley
Chief, Document Perfection Branch

Internal Revenue Service
Director, EO Rulings & Agreements
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: February 21, 2001

ZOE LEARNING ACADEMY INC

C/O DR RICHARD S ROSE II

6701 CULLEN BLVD
HOUSTON, TX 77021

Employer Identification Number:
76-0651761
Document Locator Number:
17053-051-03103-1
Toll Free Number: 877-829-5500
FAX Number: 513-263-3756
Application Form: 1023
User Fee Paid: \$500.00

Acknowledgement of Your Request

We received your application for exemption from federal income tax. When communicating with us, please refer to the employer identification number and document locator number shown above.

What Happens Next?

Your application was entered into our computer system at our processing center in Covington, Kentucky, and has been sent to our Cincinnati office for initial review. We approve some applications based on this review. If this is the case, you will receive a letter stating that you are exempt from federal income tax.

If the initial review indicates that additional information or changes are necessary, your application will be assigned to an Exempt Organization Specialist who will call or write you. We assign applications in the order we receive them.

If the additional information indicates that you qualify for exemption, you will receive a letter stating that you are exempt from federal income tax. If you do not qualify for exemption, we will send you a letter telling you why we believe you do not qualify and will include a complete explanation of your appeal rights.

The IRS does not issue "tax exempt numbers" or "tax exempt certificates" for state or local sales or income taxes. If you need exemption from these taxes, contact your state or local tax offices.

How long will this process take?

Normally, you may expect to hear from us within 120 days. If you do not, call our toll free number between the hours of 8 a.m. and 9:30 p.m. Eastern Time. Please have your identification numbers available so that we can identify your application. If you would rather write than call, please include a copy of this notice with your correspondence.

Notice 3367 (cg) - (Rev. 12/2000)

ARTICLES OF ASSOCIATION
OF
ZOE LEARNING ACADEMY, INC.

We, the undersigned, being natural persons of age eighteen or more, agree to organize under these Articles of Association.

ARTICLE 1

The name of the Association is ZOE LEARNING ACADEMY, INC.

ARTICLE 2

The principal office of the Association shall be 6701 Cullen, Houston, Texas 77021. The Association may have such other offices as they may from time to time being designated by its members for its Executive Committee.

ARTICLE 3

The Association is organized and operated exclusively for charitable, scientific, and educational purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code of 1986, as amended, or any superseding Statute thereto, and such purposes shall include the following:

- (a) To engage in any lawful business or activities related thereto and to engage in any lawful act or activity for which corporations may be organized under the Texas Non-profit Corporation Act.
- (b) The Corporation's charitable, scientific and educational goals shall be met by its commitment through servicing at-risk young people regardless of their race, gender, creed or religious beliefs and other social skills and training.

Notwithstanding any of the aforementioned purposes and powers, this corporation will engage only in activities, that in themselves are in furtherance of charitable, scientific, literary, or educational purposes, either directly or by contributions to organizations that qualify as exempt organizations under Section 501 (c) (3) of the Internal Revenue Code and its regulations as they now exist or as they may hereinafter be amended. No part of the net earnings of the corporation shall inure to the benefit of any director of the corporation, officer of the corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes), and no director or officer of the corporation, or any private individual may be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation.

ARTICLE 4

The powers of the Association shall be exercised and its property controlled by a governing Board. The qualifications, the time and manner of election, the terms and duties of office and the manner of filling vacancies shall be set forth in the By-Laws.

ARTICLE 5

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The officers of this Association shall be the Chairman, President, Vice President,

Secretary and Treasurer. Other offices and officers may be established or appointed by members of the Association at the regular annual or quarterly meeting. The qualification of, the time and manner of removing officers shall be set forth in the By-Laws. The Association may, specifying the By-Laws, or may appoint from time to time other officers and/or committees by the governing council.

ARTICLE 6

These Articles may be amended, in whole or in part, by members of this Association at an organized meeting of the Association.

ARTICLE 7

The said subordinates will adopt the Articles of Incorporation of the parent agency, City Wide Club of Clubs, Inc. and will govern themselves accordingly.

ARTICLE 8

By-Laws will be hereafter adopted. Such By-Laws may be amended in whole or in part, in the manner provided therein, and the amendments to the By-Laws shall be binding on all members, including those who may have voted against them.

ARTICLE 9

The parent agency, City Wide Club of Clubs, Inc., reserves the right to remove and or revoke the covering with this Association for any and all infractions or violations of the By-Laws, legal or ethical laws or any local, state or federal statues upon 24-hour notice. Said Chapter and its Board Members accept all liabilities accrued indirectly or directly. Said Chapter and Board of Directors will retain its autonomous authority and liability.

ARTICLE 10

Upon dissolution of this Association, for any reason, all remaining property, both real or personal, shall not revert to any individual, but shall be distributed at the discretion of the Parent Organization.

IN WITNESS WHEREOF, I have hereunto set my hand, this the 25th day of October, 2000.

By: [Signature]
Its: CHAIRMAN

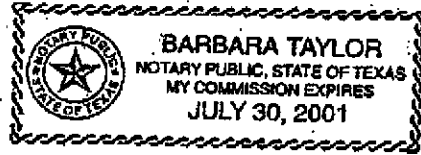
STATE OF TEXAS
COUNTY OF HARRIS

I, BARBARA TAYLOR, a Notary Public, do hereby certify that on this the 16th day of July, 2000, and after being duly sworn by me, declare that RICHARD S. ROSE signed the foregoing document as the Chairman of the Zoe Learning Academy, Inc., that the same was the act of such Association, that he/she was duly authorized to execute the same on behalf of such Association, and that the statements contained are true.

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

[Signature]

[Handwritten Signature]
Notary



For more information about your privileges and/or obligations towards this Exemption or if you have any questions, please write to: City Wide Club National Committee, P. O. box 8446, Houston, Texas 77288-8446. You may call the Office by dialing (713) 523-1640 or (713) 528-4712, outside the (713/281) Area Code, please dial TOLL-FREE, 1-800-635-4146. The City Wide Club has over 197 Chapters within the

467

TO: ZOE LEARNING ACADEMY, INC.

UNIT: #69781
EIN# 76-0651761

FROM: City Wide Club of Clubs, Inc. (CWCC)

CWCC Group Exemption #7099

Parent Corporation & Review Board

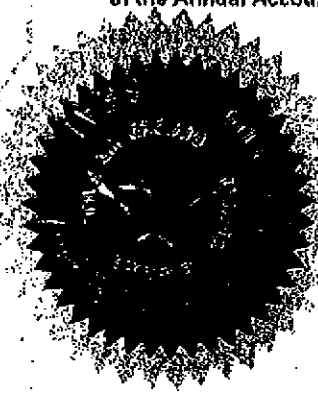
Charter: #015945761

It has been our pleasure to approve and accept ZOE LEARNING ACADEMY, INC. as a unit of the City Wide Club of Clubs, Inc. (CWCC Parent Corporation) for Group Exemption #7099 from its date of creation, recognizing your subordinate ZOE LEARNING ACADEMY, INC. as being exempt from Federal Income Tax as organizations type described in Section 501 (c) (3) of the Internal Revenue Code under the provision of 1986. Additionally we have classified ZOE LEARNING ACADEMY, INC. under the general supervision of City Wide Club of Clubs, Inc. in which you are covered by notification of the Internal Revenue Service as organizations that are not private foundations because they are organizations of the type described in Section 509 (A) (1) of the code and 170 (E) (1) (A) (VI).

Grantors and donors may deduct contributions to your Unit as provided in Section 170 of the Codes. Bequests, legacies, devises, transfers or gifts to you may use a provision of Section 2055, 206 and 2522 of the code. Your Exempt Subordinate (Unit) whose gross receipts each year are normally more than \$25,000.00 are required to file Form 990 Return of the organization's exemption from Income Tax, by the 15th day of the Fifth Month after the end of the Annual Accounting Period (Fiscal Year).

I HEREBY AFFIRM that the said descriptions, purposes and activities of ZOE LEARNING ACADEMY, INC. is as stated, that the Constitution By-Laws of the City Wide Club of Clubs, Inc. have been adopted by ZOE LEARNING ACADEMY, INC.

THEREFORE GIVE TO ME UNDER MY HAND & CORPORATE SEAL,
THIS 25TH DAY OF OCTOBER, 2000.



Leroy J. Woodard, Jr.
Leroy J. Woodard, Jr.
Executive Director
City Wide Club of Clubs, Inc.

Leonard Jones
Leonard Jones
Director
General Council

P. 02
FAX NO. 7136637282
ASSU. MGT. INC.
FEB-28-01 WED 15:51

ZOE LEARNING ACADEMY INC.
6701 CULLEN BLVD.
HOUSTON, TEXAS 77021

March 5, 2001

To: Legal Services Division for Charter Schools
Charles Moody

Dear Mr. Moody,

This Letter is in reference to the concerns express by the Legal Division in review of the 6th Generation Charter Application submitted by Zoe Learning Academy.

The board of directors of Zoe Learning Academy has met and made the amendments necessary to the by-laws to be in compliance. I have sent you a copy of the Resolution of Amendment to the by-laws. The sections of the by-laws in question deals with Article III and IV.

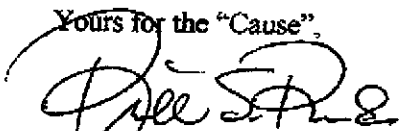
In reference to the admission policy as it relates to the lottery system. If there are excess applicants from the beginning of enrollment, we are in agreement that all applicants should be subject to the lottery. Please give me some clarity on your opinion concerning this part of the application.

Concerning the non-profit status: I have already sent you the information on our 501 (c)(3) status under the City Wide Clubs of Clubs. I am also sending you a copy of the letter we receive from the I.R.S. in reference to them receiving our 1023 form for non-profit status.

If there is any more information needed, please feel free to call and I will respond as soon as possible.

Thank you for your assistance in this matter.

Yours for the "Cause",



Dr. Richard S. Rose II, C.E.O.

**RESOLUTION OF
AMENDMENTS TO THE BYLAWS
OF
ZOE LEARNING ACADEMY, INC.**

Whereas the bylaws of Zoe Learning Academy, Inc board of director held a meeting on February 28,2001 for the purpose to amend and adopted into the records to reflect the changes that the Chief Executive Officer & President, Dr. R.S. Rose II, along with a quorum voted that this resolution be adopted and placed in the permanent records on February 28, 2001.

ARTICLE III

Section 2. The chartered members will not have any voting powers on the admission of students to the Zoe Learning Academy, Inc.

Section 4. The school shall have an open enrollment with no fees assessed no individual student or parent, regardless of their race, creed or gender. The students will not be required to obtain approval before admission nor after admission to the academy.

Section 5. No student will be assessed an enrollment or any tuition fees to enter the academy. The academy shall have an open enrollment policy that will allow any student the right to attend. The school will receive all students and there will be no fees assessed for enrollment.

Section 10. There will be no fees assessed so therefore there will be no funds to be refundable.

ARTICLE IV

Section 4. The academy will have five permanent board members who terms will not expire, an elected parent representative to serve a two-year term, and an elected school employec to serve a one-year term. The Board members will be responsible for making decisions on the operation of the school as it is in the best interest of the students, parents and staff members and as it relates to being in compliance with TEA regulations.

Whereas, a quorum of 1/3 of the governing body of the board was present and it was voted and ruled that was properly moved and second that this resolution be placed into the records affected this 28th day of February 2001.

Whereas, Zoe Learning Academy, Inc. adopted the resolution and placed into the bylaws that we do an amendment to the bylaws and current resolution.

It was the recommendation of the governing body that was present that these adoptions be placed and become a part of the official records and minutes.

R. S. Rose Ministries

RECEIVED

Proclaiming Deliverance in the Spirit of Excellence
6701 Cullen Blvd. - Houston, TX 77021

MAR -6 AM 7:49

LEGAL SERVICES

Phone: 713-748-4228
Fax: 713-748-7833

Fax Transmittal Form

To Charles Moody

From
Pastor R. S. Rose, II

Name:
Organization Name/Dept:
CC:
Phone number:
Fax number: 512-475-3662

Phone: 713-748-4228
Fax: 713-748-7833

- Urgent
- For Review
- Please Comment
- Please Reply

Date sent: 3-5-01
Time sent:
Number of pages including cover page: 4

Message:

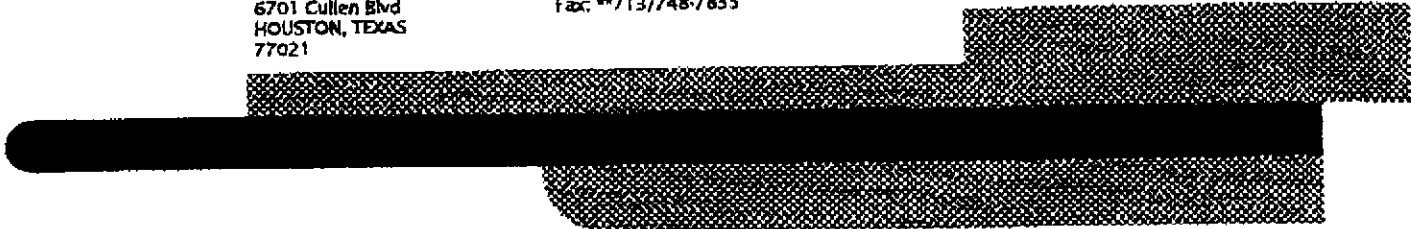
Information Requested . . . from Zoe Learning Academy
Dr. Rose

These are items sent directly to me by ZOE to try to address their legal contingencies. They are not yet clear.

Mary-
We need to put an item on the Mar. 29th board agenda for ZOE Learning Academy. They messed up their governance structure, and I think we're on the road to getting it fixed, but Jim thinks the SBOE should be notified. Is Ann still the one to do that?
Charles

ZOE LEARNING ACADEMY
6701 Cullen Blvd
HOUSTON, TEXAS
77021

Phone: 713/748-4228
Fax: **713/748-7833



Fax Transmittal Form

To

Name: *MARY PERRY*
Phone number:
Fax number: *512-462-9732*

From

ZOE LEARNING ACADEMY
6701 Cullen Blvd
Phone: 713/748-4228
Fax: **713/748-7833

- Urgent
- For Review
- Please Comment
- Please Reply

Date sent: *10-25-00*
Time sent: *9:15 AM*
Number of pages including cover page: *2*

Message:

Information Requested

RSP



THE ZOE LEARNING ACADMEY, INC.
INTERVIEW with PLANNING COMMITTEE, STATE BOARD of EDUCATION

DATE October 31, 2000

TIME 8:30 A.M.

LOCATION Room 1-104
Texas Education Agency
1701 N. Congress
Austin, Texas 70801

Please list the representatives of your school who will attend the SBOE interview-

Dr. Richard Rose - CEO
Twila Dotson - Staff
EARNST Fitch - Director/principle
Sandie Taylor - Board member



Signature

of person completing this form

10-24-00

Date

**PLEASE FAX THIS FORM TO MARY PERRY AT THE
CHARTER SCHOOLS DIVISION, (512)463-9732 NO LATER
THAN WEDNESDAY, OCTOBER 25, 2000.**

472



THE ZOE LEARNING ACADMEY, INC.
INTERVIEW with PLANNING COMMITTEE, STATE BOARD of EDUCATION

DATE October 31, 2000

TIME 8:30 A.M.

LOCATION Room 1-104
Texas Education Agency
1701 N. Congress
Austin, Texas 70801

Please list the representatives of your school who will attend the SBOE interview-

Dr. Richard Rose

Twila Dotson

EARNST Fitch

SANDIE Taylor

Dr. R. S. Rose

Signature

of person completing this form

10-24-00

Date

**PLEASE FAX THIS FORM TO MARY PERRY AT THE
CHARTER SCHOOLS DIVISION, (512)463-9732 NO LATER
THAN WEDNESDAY, OCTOBER 25, 2000.**

Statement of Impact

Name of Proposed Charter School: ZOE Learning Academy

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.)

SEE ATTACHED

20 SEP 27 AM 11:30
HOUSTON ISD BOARD OF SUPERINTENDENTS

<u>Houston ISD</u>	<u>101-912</u>
(District Name)	(County-District Identification Number)
<u>3830 Richmond Avenue; Houston, TX 77027</u>	
(District Address)	
<u><i>Lawrence Marshall</i></u>	<u>Lawrence Marshall</u>
(Signature of Board President)	(Print Board President's Name)
<u><i>Rod Paige</i></u>	<u>Rod Paige</u>
(Signature of Superintendent)	(Print Superintendent's Name)
<u>September 6, 2000</u>	<u>713-892-6300</u>
(Date)	(Phone Number)



STATEMENT OF IMPACT

The impact of a charter school on the Houston Independent School District has reached significant proportions because of the number of such schools in the Houston metropolitan area. The impact is far reaching and includes, but is not limited to, **financial resources, fiscal stability, bond ratings, contractual obligations, infrastructure, program design, accurate forecasting and estimating for all planning activities, and timing of approval/operational start-up of charter.** The following statement addresses several issues, which the district requests the State Board of Education consider when gauging the impact of this charter application on the Houston Independent School District.

NUMBER OF SCHOOLS OPERATING IN AREA

While an **individual** charter application, standing alone, would probably have limited impact on the Houston Independent School District, the concentration of open enrollment charters in our metropolitan area is having a **cumulative impact** which is significant.

The result of continued approval of applications from the Houston area is to clearly establish a disproportionate impact of open enrollment charters on public education in Houston. Allowing nearly 40 open enrollment charters approved by the SBOE to be located in a single school district establishes nearly 20% of the state-approved charters in HISD. Currently HISD's student population represents 5.5% of the state student population. Approving additional applications would effectively increase the percentage of the state-approved charters within a single school district.

LOSS OF STATE REVENUE

The loss of students from the Houston Independent School District due to the existence of multiple open enrollment charter schools is increasing. During the **1999-2000 school year, approximately 6400 students** from HISD enrolled in open enrollment charter schools. This loss of students equates to **approximately \$25.6 million** in state revenue.

With the addition of several more open enrollment schools for the **2000-2001 school year**, the district **estimates** that a total of **8,000 students** will enroll in the charter schools in the Houston metropolitan area. This number of students equates to **approximately \$40 million** in state revenue.

IMPACT OF APPLICATION/APPROVAL/OPENING OF CHARTER SCHOOLS

The Houston Independent School District, like all others in the state, develops and adopts a budget for the school year during the summer months. This budget is based on the most current estimates of student enrollment and state revenue anticipated for the upcoming school year. Open enrollment charter applications which are considered and granted by the State Board of Education after the local district's adoption of a budget affect the district in at least two significant areas: **anticipated revenue to support the educational program and contractual obligations to teachers.** The district appreciates the SBOE's

cooperation in not approving new open enrollment charters after our April notice date.

If the students who leave to attend the charter school did so in neat groups from one particular school, this issue would be more manageable. However, a class of 22 does not leave the district intact and move to the charter. Rather one student from this class and one from that school make the individual decisions, which comprise the enrollment of the new charter school. Those individual decisions mean that no one staff position can be identified for elimination, but instead must be maintained, actually increasing the financial demand on the district's reduced funds.

It has been suggested that enrollment of students in charter schools does not impact a district's financial situation since the district has fewer students to educate. Unfortunately, that is not the case. The district loses the full cost of the student, despite the fact that there is no reduction in the demand on the district to keep classrooms open, lights, air-conditioning, and heating turned on, teachers on the job, supplies purchased, etc. The average cost per pupil includes the costs of special education and bilingual education, yet the open enrollment charters receive the total amount regardless of whether they serve the more costly students.

Therefore, we are requesting that the State Board consider the concentration of charter schools in Houston prior to approving additional charters for the 2001-02 school year.

RECEIVED

SEP 25 2000

CHARTER SCHOOLS

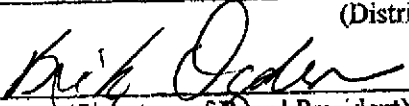

Statement of Impact

Name of the Charter School: ZOE Learning Academy

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.)

Aldine ISD is under a federal court order to desegregate our schools. The effect of non-African Americans leaving our district would impede our ability to achieve goals for student demographics in our schools. Also, the loss of revenue from declining enrollment would be devastating.

<u>ALDINE ISD</u>	<u>101-902</u>
(District Name)	(County-District Identification Number)
<u>14910 ALDINE-WESTFIELD ROAD, HOUSTON TX 77032-3099</u>	
(District Address)	
<u></u>	<u>RICK OGDEN</u>
(Signature of Board President)	(Print Board President's Name)
<u></u>	<u>M. B. DONALDSON</u>
(Signature of Superintendent)	(Print Superintendent's Name)
<u>SEPTEMBER 19, 2000</u>	<u>281-449-1011</u>
(Date)	(Phone Number)

RECEIVED

AUG 29 2000

CHARTER SCHOOL

Statement of Impact

Name of the Charter School: ZOE Learning Academy

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.)

negatively impact student enrollment

Alief ISD 101-903
(District Name) (County-District Identification Number)

12302 High Star Houston, Texas 77072
(District Address)

Sarah B. Winkler Sarah B. Winkler
(Signature of Board President) (Print Board President's Name)

James F. Smith James F. Smith, Ed.D.
(Signature of Superintendent) (Print Superintendent's Name)

8/22/00 281-498-8110, ext. 2000
(Date) (Phone Number)

STATEMENT OF IMPACT

RECEIVED

AUG 31 2000

Name of Proposed Charter School: ZOE Learning Academy

CHARTER SCHOOLS

Check the appropriate response below:

- The proposed open-enrollment charter 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.)

The open enrollment charter school due to its location in the district would be entitled to a distribution of funds from the school district for any student who resides in the district and attends this charter school.

This charter school would also be entitled to a portion of the district's transportation allotment. North Forest, due to its present financial condition is not in a position to have any of its funds reduced and/or re-allocated to a charter school.

North Forest ISD

101-909

(District Name)

(County-District Identification Number)

10721 Mesa Drive, Houston, Texas 77078

(District Address)

Fran Gentry
(Signature of Board President)

Fran Gentry
(Print Board President's Name)

Gloria S. Scott, Ed.D.
(Signature of Superintendent)

Gloria S. Scott, Ed.D.
(Print Superintendent's Name)

8, 24, 00
Date

(713) 633-1600
(Phone Number)

Statement of Impact

Name of the Charter School: ZOE Learning Academy

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.)

Galena Park ISD
(District Name)

101-910
(County-District Identification Number)

1601 11th Street Galena Park, Texas 77547
(District Address)

[Signature]
(Signature of Board President)

Mr. Jeff Miller
(Print Board President's Name)

[Signature]
(Signature of Superintendent)

Dr. Shirley J. Neeley
(Print Superintendent's Name)

8-28-00
(Date)

713-672-7491
(Phone Number)

DOCUMENT CONTROL

200 SEP -1 PM 1:30

10/1/00

Statement of Impact

RECEIVED

AUG 29 2000

CHARTER SCHOOLS

Name of the Charter School: ZOE Learning Academy

Check the appropriate response below:

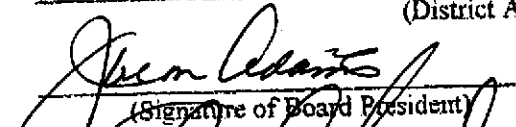
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(Describe the impact in the space below and/or attach any supporting documentation.)

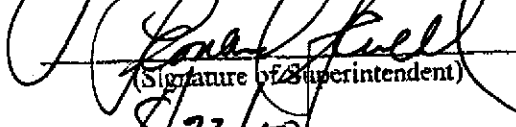
KATY ISD
(District Name)

101-914
(County-District Identification Number)

6301 SOUTH STADIUM LANE, KATY, TX 77494
(District Address)


(Signature of Board President)

JOE M. ADAMS
(Print Board President's Name)


(Signature of Superintendent)

LEONARD MERRELL, ED. D.
(Print Superintendent's Name)

8/23/00
(Date)

281-396-6000
(Phone Number)

DOCUMENT CONTROL CENTER

2000 AUG 29 AM 11:46

TO: [illegible]



SPRING BRANCH INDEPENDENT SCHOOL DISTRICT
Harold D. Guthrie, Ed.D., General Superintendent

P.O. Box 19432
Houston, Texas 77224-9432

Wayne F. Schaper
Executive Director for
Administration

Phone: 713-464-1511 ext. 2339
Fax: 713-365-4861

RECEIVED

SEP 0 8 2000

CHARTER SCHOOLS

August 28, 2000

Texas Education Agency
Document Control Center
Room 6-108
1701 North Congress Avenue
Austin, TX 78701

To Whom It May Concern:

Enclosed is the Statement of Impact for the proposed charter school, ZOE Learning Academy, located at 6701 Cullen Blvd., Houston, TX 77021. The proposed open-enrollment charter school is not expected to impact the Spring Branch Independent School District.

If you have questions, please call my office at 713-464-1511, extension 2339.

Sincerely,

Wayne F. Schaper
Executive Director for Administration

Enclosure

dk

