

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

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

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

Chief Operating Officer
of Proposed Charter: Willetta Jean Foster Title: Director

Name of Sponsoring Entity: Academy OF Skills and Knowledge

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

Sponsor Address: 225 Winchester City: Tyler

Zip: 75701 Phone Number: 903 581-2890 FAX: 903 581-1476

Name of Proposed Charter: Academy of Skills and Knowledge

Charter Site Address: 225 Winchester City: Tyler

Zip: 75701 Phone Number: 903 581-2890 FAX: 903 581-1476

Grade	Expected Initial	Projected Max.
Levels: <u>3-9</u>	Enrollment: <u>60</u>	Enrollment: <u>85 in present facility</u>

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

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

The Academy of Skills and Knowledge is designed to enable students considered "at risk" due to diagnosed learning disabilities and/or developmental lags to learn to work and achieve in school thus becoming contributing members of society.

Indicate the approximate percentage of each student population in as many categories as are applicable:
 _____ pre-kindergarten; 90 special education; _____ migrant;
 _____ economically disadvantaged; _____ limited English proficiency; _____ recovered dropouts;
60 at risk of dropping out;
 _____ pregnant or parent students; _____ other _____

The facility to be used for an open-enrollment charter school is owned by Battle and Helbig
 a commercial entity _____ a non-profit entity _____ a school district.

58 JAN 2000
 CONTROL CENTER
 45

120/01/09/98-052

Assurances

Signature of the Chief Operating Officer certifies that the following statements are addressed through policies adopted by the charter school and, if approved, the governing body, administration, and staff of the open-enrollment charter will abide by them:

- (1) The proposed open-enrollment charter school prohibits discrimination in its admission policy on the basis of sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the child would otherwise attend in accordance with state statute.
- (2) Any educator employed by a school district before the effective date of a charter for an open-enrollment charter school operated at a school district facility will not be transferred to or employed by the open-enrollment charter school over the educator's objection.
- (3) The proposed open-enrollment charter school will retain authority to operate under the charter contingent on satisfactory student performance on assessment instruments adopted under TEC, Chapter 39, Subchapter B and as provided by the open-enrollment charter agreement approved by the State Board of Education.
- (4) The proposed open-enrollment charter school will not impose taxes, use financial incentives or rebates to recruit students, or charge tuition other than tuition allowable under TEC Section 12.106.
- (5) If the proposed open-enrollment charter school provides transportation, it will provide transportation to each student attending the school to the same extent a school district is required by law to provide transportation to district students.
- (6) The proposed open-enrollment charter school will operate in accordance with federal laws and rules governing public schools; applicable provisions of the Texas Constitution; state statute pertaining to provisions establishing a criminal offense; and prohibitions, restrictions, or requirements, as applicable, under state statute or rule adopted relating to:
 - the Public Education Information Management System (PEIMS) to the extent necessary to monitor compliance as determined by the commissioner;
 - criminal history records under TEC Subchapter C of Chapter 22;
 - high school graduation under TEC Section 28.025;
 - special education programs under TEC Subchapter A of Chapter 29;
 - bilingual education under TEC Subchapter B of Chapter 29;
 - prekindergarten programs under TEC Subchapter E of Chapter 29;
 - extracurricular activities under TEC Section 33.081;
 - health and safety under TEC Chapter 38; and
 - public school accountability under TEC Subchapters B, C, D, and G of Chapter 39.
- (7) The governing body of the school is considered a governmental body for purposes of Chapters 551 and 552, Government Code, and will comply with those requirements of state statute.
- (8) The employees and volunteers of the open-enrollment charter school are held immune from liability to the same extent as school district employees and volunteers under applicable state laws.

00002

- (9) The open-enrollment charter school will ensure that any of its employees who qualify for membership in the Teacher Retirement System of Texas will be covered under the system to the same extent a qualified employee of a school district is covered. For each employee of the school covered under the system, the charter will be responsible for making any contribution that otherwise would be the legal responsibility of the school district, and will ensure that the state makes contributions for which it is legally responsible to such employees.
- (10) The open-enrollment charter school complies with all health and safety laws, rules, and regulations of the federal, state, county, region, or community that may apply to the facilities and school property.
- (11) The open-enrollment charter school agrees to assist in the completion of an annual evaluation of the charter that includes consideration of:
- students' scores on assessment instruments administered under TEC, Chapter 39, Subchapter B;
 - student attendance;
 - students' grades;
 - incidents involving student discipline;
 - socioeconomic data on students' families;
 - parents' satisfaction with their children's schools;
 - students' satisfaction with their schools;
 - the costs of instruction, administration, and transportation incurred by the open-enrollment charter; and
 - the effect of the open-enrollment charter on surrounding school districts and on teachers, students, and parents in those districts.
- (12) An assignment of the operation of the charter to another entity is a revision to the charter, and must be submitted to the State Board of Education for approval.
- (13) Charter schools will provide parents of prospective students with a one-page prospectus of the charter which includes, but is not limited to, information about staff qualifications and the instructional program.
- (14) The school will implement a policy to admit students eligible for a public education grant.

*Signature of Chief Operating Officer of the School,
testifying to the provisions of the charter
and the assurances above:*

Hilletta Jean Foster

Date: January 6, 1998

J - R Cotton MD

*Signature of the Chair of the State Board of
Education, Approving the Open-Enrollment
Charter in accordance with the provisions of
this document:*

Date: _____

00003

ACADEMY OF SKILLS AND KNOWLEDGE

TABLE OF CONTENTS

I	COVER FORM FOR APPLICATION ASSURANCES PAGES	1
II	APPLICATION NARRATIVE	2
1	(A) VISION AND GOALS	2
2.	(B) GOVERNANCE STRUCTURE	5
3.	(C) EDUCATIONAL PROGRAM	7
4	(D) ACCOUNTABILITY MEASURES	10
5.	STATEMENT OF IMPACT	11
6.	GEOGRAPHICAL AREA	13
7.	ENROLLMENT CRITERIA	13
8.	(E) QUALIFICATIONS AND PEDAGOGY OF PROFESSIONAL STAFF	14
9.	(F) SCHOOL SUPPORT ORGANIZATION	16
III	ATTACHMENTS LISTED NEXT PAGE	17

III ATTACHMENTS

A.	STATEMENT OF IMPACT LETTER TO ISDS PROOF OF MAILING CERTIFICATES	18
B.	LEASE AGREEMENT	29
C.	COMMUNITY SUPPORT DOCUMENTATION	
	* PARENT/GUARDIAN PETITION AND LETTERS OF SUPPORT	37
	* ELECTED OFFICIALS LETTERS OF SUPPORT	50
	* PROOF OF PUBLIC MEETING	53
E.	IRS NONPROFIT STATUS AND RESPONSE LETTER	62
F.	TAX RETURN STATEMENT	69
G.	BOARD MEMBERS	70
H.	ASK BROCHURES	71
I.	VITA OF ASK DIRECTOR	73
J.	RESUMES OF PROFESSIONAL STAFF	75

II ACADEMY OF SKILLS AND KNOWLEDGE

1 (A) VISION AND GOALS

Mission Statement of Academy of Skills and Knowledge (ASK): Staff, students, and parents will share in the commitment toward the mental and physical education of children so that the academic standards that are necessary to achieve in the main-stream educational setting as well as the skills that are required to ultimately contribute constructively to many enterprises in the adult world may be successfully accomplished.

The Academy of Skills and Knowledge offers an alternative educational environment and pedagogy for students in grades three through nine whose learning styles and/or disabilities/differences are not met in a traditional classroom. The goal is to provide the students with the necessary processing skills to be mainstreamed where they may achieve their individual potentials thereby reducing the risk of failure and/or drop out status. The need for further high school grades may be required but would be added one grade per year as needed. The emphasis on a developmentally and cognitively oriented program which has shown its positive impact on students since the opening of ASK will continue.

Goals of Academy of Skills and Knowledge

1. The curriculum will be integrated across grade levels and subjects.
2. The school environment will accommodate a variety of learning styles.
3. The school will institute policies and practices that encourage and support parental involvement.
4. The staff and parents will exhibit mutual support for healthy child development at every stage of human growth and across all domains of development.
5. Every child and their family will receive intensive, comprehensive, and continuous support in order to assist the student in acquiring academic and intellectual achievement.
6. Staff, students, and parents will understand the purposes and potential uses of tests.
7. Students will learn to think critically, holistically, and abstractly.

Objectives of the Academy of Skills and Knowledge

1. Every student will demonstrate competence in challenging subject matter in English, language arts, mathematics, arithmetic, science, history, geography, arts and humanities, as well as the principles and traditions of American democracy.
2. Skilled teachers will be recruited and retained.
3. All students will receive comprehensive assessment. "Staffing" that includes the parents (and students when appropriate) will be held to discuss results, recommendations, and progress.
4. Parent education and training will provide parents with the knowledge, skills, and support they need to enhance their child(ren)'s development.
5. Teacher training, which will often be held in conjunction with parent training, will be intense and frequent.
6. Staff, students, and parents will demonstrate support for the mission, goals, objectives, policies, and procedures that have been established for the school.
7. Familiarity with different types of technology will be emphasized.
8. Children will learn skills needed to reason, question, uncover bias and render critical thinking.

The physical plant for ASK is presently a leased facility. The decision to lease for at least three years was made to give the Board of Trustees the opportunity to determine the actual needs in a physical plant based on the environment and curriculum needs of a functioning program. Prior to opening the present campus, investigation was made into land availability and cost, as well as, general construction of new facilities and remodeling of existing facilities. The Board felt it was important to have a proven program prior to seeking funding for a permanent facility.

If this application to become an Open Enrollment Charter School is approved, the Academy of Skills and Knowledge is prepared to expand its enrollment to 85-90 at the present campus. Pursuit of grants and federal funds for Charter School programs will be applied for where appropriate. One Board member has taken a grant writing seminar, and a grant consultant has been researching potential grant possibilities. This process was begun six months ago. Another Board member began the process of researching federal funds for programs to assist "at risk" student populations. As soon as the Board is notified of the Charter School status, it will be able to then begin its actual applications for further assistance.

The Academy of Skills and Knowledge was established to provide a creative, innovative educational environment for "at risk" students and students who have been unable to achieve in school at their potential. An important aspect for success of these students is professional and parent education for better community understanding of the differences in learning styles, disabilities, and under-achievement resulting from delays in developmental and cognitive growth. To this end professional and parent education workshops and seminars are a regularly scheduled part of the ASK calendar and program.

The ASK program is designed to "foster personal growth in an atmosphere of wise freedom." Faculty, staff and students will obtain a high standard of integrity through self-evaluation and self-discipline.

2. (B) GOVERNANCE STRUCTURE

The Board of Trustees is the governing body of the Academy of Skills and Knowledge. It meets every third month unless convened for a called meeting. It receives comprehensive reports of all activities, programs and curriculum additions and alterations, financial reports, and all pertinent information on staff, maintenance, etc. The present board has six members with plans for expansion to a maximum of nine members by the end of the third year. The selection process for board members is based on achieving a "balanced board" to best meet the current and future needs of the school.

An advisory board is also in the process of development. A Parent-Teacher Organization will be formed during the third year. Two preliminary meetings have been held to discuss the needs in this area as viewed by parents and guardians.

Attachment G lists the present Board members with addresses, phone numbers, office held and occupation or profession. The present Board was assembled to provide the necessary backgrounds as well as interest in education that a new entity needed to avoid pitfalls.

[REDACTED]

[REDACTED] T.G. Davis is an attorney from Carthage, Texas with an interest in education and represents the areas outside of in the school. W. Jean Foster is the secretary-treasurer and is also the Director of ASK. Bob Wollard is an accountant who has been involved in establishing a new educational program in the Waco area previous to moving to Tyler. Raymond Krueger is a businessman from Tyler with an interest in education.

Willetta Jean Foster, Director of ASK, is a recognized leader in developmental and cognitive impact on learning. She has been involved in developing programs, providing in-service in these areas, and creating classroom materials for thirty-six years. She is responsible for coordinating and developing curriculum materials, admissions, staff supervision, and general administrative duties of the school. Ms. Foster's VITA is included in Attachment I.

There are currently eight full-time teachers, one half-time teacher, two aids, a secretary, and a custodian. Resumes are included in Attachment J. A weekly staffing is held for open discussion of individual student's special needs, program elements, and curriculum coordination. At the end of each grading period parent/teacher conferences are held to allow input from school and home. An open door policy is observed at all times for parental input, student suggestions and concerns, as well as questions and interest from the

community at large.

ASK has co-sponsored three area wide symposiums on living and working with ADD/ADHD and dyslexia. ASK was also a part of a three day health and fitness expo at the Tyler Shopping Mall where ASK professionals answered questions on the school and general questions concerning learning problems, learning styles and differences. ASK will be a participant in the Tyler Area Chamber of Commerce Expo in January.

3. (C) EDUCATIONAL PROGRAM

The foundation for the curriculum at ASK is the **essential elements** for each subject and grade level as mandated by the **Texas Education Code**. The changes for the 1998-99 school year have already been received. The necessary materials for implementation are being located so that they will be available for the opening of school.

Each student, grades three through eight, have the following classes each week: reading, arithmetic/math, language arts, social studies/history, science, computer, physical education, art, music, motor development, skills (cognitive modules and tasks as indicated by results of SOI testing). The eighth and ninth grades also have Spanish. The ninth grade has algebra I and earth science. Each student also is given guidance in study skills such as note taking and test preparation. Special studies such as the postal system, money, and social skills allow the students to use and understand the real importance of their learning by application.

All course study at Academy of Skills and Knowledge allows for individualized as well as whole class participation. The use of centers allows individual students to pick up areas of a subject which are weak or to go at their own pace. All center work will be closely monitored as well as whole class endeavors.

Reading instruction includes approaches that incorporate figural, symbolic and semantic integration. Every child has an opportunity to read orally and silently every day, and comprehension is checked on accordingly. Each child is observed and evaluated on good reading habits. Faculty, staff, parents and students are encouraged to utilize reading for the purposes of learning, research and pleasure.

Language arts encompasses understanding of all elements of language and its construction both written and oral. As communication has risen in importance in our ever increasing independent world, expressing one's self (by writing and speaking) will be emphasized on a time line. Age-appropriate literature is used concurrent with instruction in social studies, allowing students to follow society's growth in value and technology.

In **social studies** children learn geography, history, sociology, economics and anthropology. Social studies may be combined effectively with many different aspects of the language arts and other humanities. Work in this subject includes independent projects and exercises which require that students be able to THINK about the information they have learned and to be able to ARTICULATE about it either orally or in writing. Children often enjoy

role-playing, book reports, field trips and other types of activities.

A sense of curiosity, careful observation, accurate record keeping, making inferences and drawing conclusions are skills that are possessed by the young scientist. **Science** lends itself to a natural integration with math, art, reading, and many other subjects.

Computation, concepts and word problems are all critical to a solid **math program**. It must be remembered that mathematics is a cumulative skill. A child who has not grasped the concept of place value cannot do subtraction with regrouping or double digit multiplication. It must also be remembered that certain levels of abstraction cannot be grasped before the child has reached the appropriate mental age or level of development. Therefore, the teacher must evaluate the readiness of her class as a whole - or as individuals - to grasp new concepts. All concepts are presented figurally, symbolically and semantically. Children have regular math tests to assess their grasp of concepts being taught and use of basic math operations and facts. Unit tests are interspersed with cumulative tests; these are a combination of teacher-made and publisher-provided tests.

Physical education is absolutely essential to the education of the whole child. In today's world (where children move classroom to the carpool, to homework, to TV, to bed) , every effort must be made at school to provide opportunities to enjoy movement, exercise, and co-operative play activities.

The P.E. curriculum has been organized to help each child achieve their full physical and motor potential. Activities include those which promote general fitness, gross motor skills, balance, coordination and agility. In addition, specific motor skills are incorporated into a variety of organized games and rhythmic activities in preparation for Middle and High school sports programs.

The philosophy of the **computer program** is to develop a sense of computer literacy - the ability to communicate with a computer comfortably. Computer instruction is adapted to the individual needs of the student.

Students receive **fine arts** instruction in art and music. The goal is that they come to love and appreciate the arts. The curriculum includes appreciation and technique, as well as basic elements of theory. Students have opportunities to display their work and/or perform. The great challenge is to maintain certain standards of excellence and, at the same time, make each student know that their art is of great importance and a great success.

Contracts for additional services such as **physical, occupational, and speech therapy** will be pursued when the student qualifies for services

under Federal IDEA funding or if the parent/guardian is willing to be responsible for the expenses that are incurred. The speech diagnosis must involve articulation, voice or fluency in order to be serviced through individual speech session. Language and/or auditory processing remediation will occur through inclusion.

Field trips enhance the understanding of information learned by providing an experiential opportunity with the knowledge. Examples are trips to the planetarium when studying the solar system, a trip to the Kimbell Museum for the Michelangelo exhibit that coincided with the history time line study. Guest mentors such as a bank representative, specialist on herbs, and a geologist make presentations at appropriate intervals. In addition to the curriculum related special presentations, trips to plays, symphony concerts, and guest speakers and programs on self-image, dealing with anger and anti-drug presentations are part of the school experience. ASK also participates in the programs offered through the East Texas State Fair that are appropriate for our students, such as art projects, Academic Rodeo, and musical presentation. Participation in the Fire Prevention Poster program is also a part of our extended program.

The curriculum elements are presented in multiple manners (**figural, symbolic, and semantic**) so that each student has the opportunity to receive information in his/her best manner. A variety of tasks are then employed to allow use of the information in multiple manners to achieve mastery. This format requires creative, knowledgeable teachers who can get excited about what they are doing. As "at risk" students normally have a low self-esteem in regard to learning, one of the emphasized parts of the program is a positive, encouraging and interesting approach to all subject areas. The ASK Curriculum is based specific goals and objects are outlined in detail in Section 1 Visions and Goals. Page two of the application.

Students begin the school day at 8:00 A.M. The tardy time is 8:15 A. M. Attendance requirements meet the state guidelines for absenteeism, both in number of days required for promotion and acceptable excused absences.

The faculty of ASK reviews the diagnostic results of each student to understand the specific needs of the students. Corporal punishment is not allowed under any circumstances. If a student becomes disruptive in the classroom he sent to the office with his work. These occasions are usually the result of overload of a weak area. Once the student can relieve the overload he can return to his class and continue. The staff is aware that these students are capable of learning, but they are slower and/or lagging in certain processing. The small teacher/student ratio allows the teacher to give more one on one attention to each student. At the present time the largest teacher/student ratio is 6-1 except in P.E. and in music where larger numbers are needed to make up teams, ensembles, and other group activities.

4 (D) ACCOUNTABILITY MEASURES

Assessment Instruments; Accountability; Timelines

Upon acceptance to ASK students are given a developmental screening and the grade appropriate Structure of the Intellect, an instrument for determining cognitive processing levels. This information combined with the scores of a broad scale achievement test and an IQ score provides the basis for determining the needs of the student to overcome any learning barriers that are limiting or disabling that student's school achievement. These two instruments are repeated every other year in the fall.

ASK gives the TAAS to determine which areas are responding and which areas need further assistance. Since most of the students that come to ASK have not efficiently processed all the information in the years before they arrive here, this test also allows the staff to determine where the gaps are in their information and processing. Most of our students have always been exempt from standardized testing. An individual achievement test, NEAT, is being given at the present time because learning disabled students can perform better and show a truer ability with fewer distractions. TIMELINES: These two instruments will be given in the spring of each school year with the results reported to the state by the last day of the school year.

Students receive report cards on a six weeks basis. Attached is a copy of the form we use. Students receive credit for all areas of their participation. A grade of 70 is required to make an S- which is the lowest passing grade. Grades include credit for writing assignments, tests, discussions, projects, lab reports and experiments, general class participation.

Accountability to Parents/Guardians

Parent conferences are scheduled at the end of each 12 week period. Classes will not be held on parent/teacher conference days. Should questions or concerns arise at other times, parents should feel free to call the Head of School to schedule an appointment with the appropriate teacher and/or counselor.

Teachers will make every attempt to honor agreements for scheduled parent conferences. Teachers and parents are not obligated to participate in unscheduled conferences. All parties involved must, however, make attempts to communicate any pertinent information that impacts students by scheduling a conference as soon as possible. In the case of in-person interviews, the signatures of both teacher and parent/guardian shall accompany the summary.

ATTENTION

A conference is requested. (Conference(s) may be requested by parents or teachers and should include the name and telephone number for contacting the individual who is making the request) Please contact the following individual(s) as soon as possible.

1st Six Weeks _____ Phone _____

2nd Six Weeks _____ Phone _____

3rd Six Weeks _____ Phone _____

4th Six Weeks _____ Phone _____

5th Six Weeks _____ Phone _____

6th Six Weeks _____ Phone _____

School (903) 581-2890
FAX (903) 581-1476

225 Winchester
Tyler, TX 75701



REPORT CARD

Student's Name _____

School Year _____ to _____

A non-profit educational facility with a skill-based full curriculum for students with specific learning disabilities and/or developmental disorders.

Academy of Skills and Knowledge (ASK)
does not discriminate for any reason
including race, gender, religion and culture.

00015



225 Winchester
Tyler, TX 75701

School Year _____ to _____

Student's Name _____

CITIZENSHIP RATING	GRADE EXPLANATION	REPORTING PERIOD							
		1st Six Weeks	2nd Six Weeks	3rd Six Weeks	Semester Avg.	4th Six Weeks	5th Six Weeks	6th Six Weeks	Final Average
(+) Outstanding	(E)xcellent 90-100								
(✓) Good	(G)ood 80-89								
(N) Needs Improvement	(S)atisfactory 70-79								
(U) Unsatisfactory	(N)eeds Attention 60-69								
	(I)ncomplete								
	(F)ailing 0-59								
INSTRUCTOR	PERIOD	CLASS	GRADE/CITIZENSHIP						

CITIZENSHIP RATING	GRADE EXPLANATION	REPORTING PERIOD							Final Average
		1st Six Weeks	2nd Six Weeks	3rd Six Weeks	Semester Avg.	4th Six Weeks	5th Six Weeks	6th Six Weeks	
(+) Outstanding	(E)xcellent 90-100								
(✓) Good	(G)ood 80-89								
(N) Needs Improvement	(S)atisfactory 70-79								
(U) Unsatisfactory	(N)eeds Attention 60-69								
	(I)ncomplete								
	(F)ailing 0-59								
SOCIAL	Is considerate of others.								
	Practices self control.								
	Is careful with materials and property.								
	Respects authority.								
	Accepts responsibility.								
	Shows respect to peers.								
WORK HABITS	Works well with others.								
	Uses time efficiently.								
	Contributes to class activities.								
	Follows directions.								
	Completes assignments.								
	Thinks and works independently.								
ATTENDANCE	Attentive in class.								
	Class preparation.								
	DAYS – Present / Absent								
		DAYS TARDY							

PARENT(S) SIGNATURE

- 1st Six Weeks _____
- 2nd Six Weeks _____
- 3rd Six Weeks _____
- 4th Six Weeks _____
- 5th Six Weeks _____
- 6th Six Weeks _____

91000

5. STATEMENT OF IMPACT

Thirty school districts within a thirty mile radius may be affected by the open-enrollment charter. Following is a list of those schools. These are the districts from which ASK has had inquiries or students. Each ISD received the information and the Statement of Impact Form as stipulated in the Request for Application. These items were sent certified mail fifteen working days prior to the grant due date. The ISD's were also given the opportunity to attend a Public Meeting held January 6th, 1998 t 7 P.M.. (See Attachment C.3).

- Gerald Rosebure, Superintendent
& the President of the School Board
Arp Independent School District
P.O. Drawer 70
Arp, TX 75750
- 4 Elton Caldwell, Superintendent
& the President of the School Board
Brownsboro Indep. School District
P.O. Box 465
Brownsboro, TX 75756
- 7 Joe Stubblefield, Superintendent
& the President of the School Board
Chapel Hill Indep. School District
11134 Cr 2249
Tyler, TX 75707
- 10 Guy Yarborough, Superintendent
& the President of the School Board
Gladewater Indepen. School District
700 Melba Suite A
Gladewater, Tx 75647
- 13 Robert Pool, Superintendent
& the President of the School Board
Hawkins Indepen School District
P.O. Drawer L
Hawkins, TX 75765
- 14 Jerry Roberts, Superintendent
& the President of the School Board
Kilgore Independent School District
711 North Longview Street
Kilgore, TX 75662
- 19 Seth Adams, Superintendent
& the President of the School Board
Martins Mill I. School District
Route 2, Box 280
Ben Wheeler, TX 75754
- 22 Joe Hooper, Superintendent
& the President of the School Board
New Summerfield IS District
P.O. Box 6
New Summerfield, TX 75780
- 25 W L Sanders, Superintendent
& the President of the School Board
Troup Independent School District
P.O. Box 578
Troup, TX 75789
- 28 T R Mills, Superintendent
& the President of the School Board
West Rusk Indepen School District
P.O. Box 168
New London,, TX 75682
- 2 Larry Whitehead, Superintendent
& the President of the School Board
Athens Independent School District
104 Hawn Street
Athens, TX 75751
- 5 Jim Wright, Superintendent
& the President of the School Board
Bullard Independent School District
P.O. Box 250
Bullard, TX 75757
- 8 Terry Lopic, Superintendent
& the President of the School Board
Frankston Indepen. School District
P.O. Box 428
Frankston, TX 75763
- 11 Gerald Gilbert, Superintendent
& the President of the School Board
Grand Saline Ind. School District
400 Stadium Drive
Grand Saline, TX 75140
- 14 Jo Velvin, Superintendent
& the President of the School Board
Henderson Indepen School District
P.O. Box 728
Henderson, TX 75653-0728
- 17 Donna Johnson, Superintendent
& the President of the School Board
Leveretts Chapel ISD
P.O. Box 100
Overton, TX 75684-0100
- 20 Tommy Ferguson, I. Superintendent
& the President of the School Board
Mineola Independent School District
1000 W Loop
Mineola, TX 75773
- 23 Joel Johnston, Superintendent
& the President of the School Board
Overton Independent School District
P.O. Box 130
Overton, Tx 75684-0130
- 26 J Donald Gentry, Superintendent
& the President of the School Board
Tyler Independent School District
P.O. Box 2035
Tyler, TX 75710
- 29 Edward Donahue, Superintendent
& the President of the School Board
Whitehouse Indepen School District
106 Wildcat Drive
Whitehouse, TX 75791
- 3 David Deago, Superintendent
& the President of the School Board
Big Sandy Indep.t School District
P.O. Drawer 598
Big Sandy, TX 75755
- 6 Joe B. Woodland, Superintendent
& the President of the School Board
Carisle Independent School District
P.O. Box 187
Price, TX 75687
- 9 Larry Bennett, Superintendent
& the President of the School Board
Gilmer Independent School District
P.O. Box 40
Gilmer, TX 75644
- 12 James Dunlap, Superintendent
& the President of the School Board
Hallsville Indepen School District
P.O. Box 810
Hallsville, TX 75650
- 15 Jeff Turner, Superintendent
& the President of the School Board
Jacksonville Indepen School District
P.O. Box 631
Jacksonville, TX 75766
- 18 Richard Tedder, Superintendent
& the President of the School Board
Lindale Independent School District
P.O. Box 370
Lindale, TX 75771
- 21 Mary Lookadoo, Superintendent
& the President of the School Board
Murchison Indepen School District
P.O. Box 538
Murchison, TX 75778-0538
- 24 W E Ritter, Superintendent
& the President of the School Board
Quitman Indepe School District
1101 East Goode
Quitman, Tx 75783-1640
- 27 Leroy Johnson, Superintendent
& the President of the School Board
Van Independent School District
P.O. Box 697
Van, TX 75790
- 30 Darrell Nickerson, Superintendent
& the President of the School Board
Winona Independ School District
P.O. Box 218
Winona, TX 75792

6. GEOGRAPHICAL AREA

The Academy of Skills and Knowledge Open Enrollment Charter School will serve a geographical area of approximately 30 miles circling Tyler. At the present time there are students from the areas around Mineola, Van, Lindale, Whitehouse, Arp, and Chapel Hill. We get inquiries from Athens, Palestine, Jacksonville, Henderson, and Longview. This area is generally described as suburban/rural. The population is considered to be representative of the state as a whole as far as demographics is concerned.

7. ENROLLMENT CRITERIA

Admission for the Academy of Skills and Knowledge Open Enrollment Charter School will be determined according to the date the completed application is received. The students currently enrolled will have first priority for spaces in the Charter School if they return their re-enrollment applications by the April first deadline of each year. Applications for the next school year will be available by March 15, 1998 for both re-enrollment and new students. Since space will be given according to date of receipt of completed application, applications can be taken until all space available has been assigned.

The Academy of Skills and Knowledge Open Enrollment Charter School, if approved, will continue to serve the "at risk" student with specific diagnosed disabilities and differences in learning as well as those with developmental and cognitive lags. Admission will require an IQ test and the scores of a broad scale achievement test to assist us in recommending that this program appears best suited to the student's needs. In addition to students who have diagnosed learning problems, students who are chronic underachievers in a subject(s) would also be candidates.

ASK does not have the necessary support professional staff to deal with emotionally disturbed, or students with criminal records or currently in the court system, these students would be referred to a program which can meet their special needs. At the present time ASK does not have an elevator in our building which would restrict class participation in the upper school subjects and in science, math and art for the lower school for students with physical handicaps that require special physical accommodations. A permanent facility is targeted for 1999. This facility will meet ADA requirements.

8. (E) **QUALIFICATIONS AND PEDAGOGY OF PROFESSIONAL STAFF**

W. Jean Foster, **Director of ASK**, is a recognized leader in developmental and cognitive impact on learning. She has been involved in developing programs, providing in-service in these areas, and creating classroom materials for thirty-six years. She is responsible for coordinating and developing curriculum materials, admissions, staff supervision, and general administrative duties of the school. Ms. Foster's VITA is included in Attachment I.

There are currently **eight full-time teachers, one half-time teacher, two aids, a secretary, and a custodian**. (See Attachmet J for resumes). All of the teachers have degrees and are certified or are in the process of securing certification by the State of Texas. The two aides have worked in schools previously and are experienced. The secretary has been a teacher in a pre-school and is experienced in dealing with parents and children. Everyone actively teaching students was experienced in the classroom prior to coming to ASK.

Ask runs a criminal check on all administrators, teachers, and staff. All staff are asked to sign an affadavit stating that they are not currently under investigation or prosecution for a felony.

ASK Teaching Philosophy

Knowledge and a love of learning are among the most precious gifts society can give its children. ASK will take steps to reinforce and emphasize to young people the personal rewards and long-term benefits of academic and intellectual achievement, cultural enrichment, hard work, and perseverance.

Because global competition demands a highly skilled and knowledgeable work force, schools are responsible to teach not only basic skills and knowledge, but a more sophisticated way of thinking, communicating, and solving problems. Ask will hold every child to the same high standards necessary to succeed in the adult world. Every child, however, will receive the support and assistance he or she needs to reach those standards.

Democracy in the modern era depends on a thoughtful and well-educated citizenry.. ASK will attempt to cultivate in students an understanding of the arts and humanities and to instill in young people an appreciation of the nation's heritage and democratic principles.

The Goals and Objectives that support this philosophy are detailed in Section 1, paragraph three. ASK provides two brochures that provide information. One discusses ASK's philosophy; the other describes the educational curriculum. The brochures are included in Attachment H.

9. (F) SCHOOL SUPPORT ORGANIZATION

Governance and Budget:

The budget for the school will require outside support through grants, donations and corporate gifts. A budget for the first year is submitted with this application. The figures are based on an estimated enrollment of 40-60 students for the opening of school in August of 1998. After this first year, a budget will be prepared and presented to the Board at the April meeting. The proposed budget will be studied for thirty days and accepted or altered at a called meeting in May. The proposed budget is attached using the template provided. See Attachment D for Budget.

Business Office and Audit:

The firm of Beason and Jacks does ASK payroll and accompanying tax work. They have agreed to set up our books in a manner acceptable to the state. They will also be preparing the tax statements. All checks require two signatures and notation as to what they are for. Yearly audits will be conducted in August at the end of our fiscal year. These audits will be submitted to the Board for approval and to the state as directed.

The Board is actively seeking outside funding through corporate donors and grants in the private sector at local, state, and national levels.

Public Education Information Management System:

The Academy of Skills and Knowledge Open Enrollment Charter School will conform with all mandates of the State Education Code and the PEIMS.

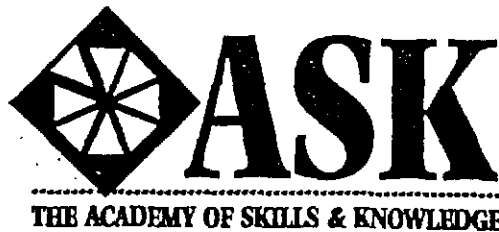
At the present time ASK does not have **transportation** available for students. Students are delivered and picked up by parents or designated individuals. Some students participate in carpools. ASK does not have any after school care available.

At the present time ASK does not have a cafeteria or **food preparation** area. Therefore, the students bring a snack for break time and a lunch. Teachers on lunch and snack duty operate a microwave oven for those students who prefer hot lunches. Drinks in the form of juice (usually three choices), white milk or chocolate milk are provided by the school for a fee of twenty-five cents per drink. The parent orders the number of drinks at the beginning of each month. For special occasions parents will bring in food for their child or children.

III ATTACHMENTS

A.	STATEMENT OF IMPACT LETTER TO ISDS PROOF OF MAILING CERTIFICATES	18
B.	LEASE AGREEMENT	29
C.	COMMUNITY SUPPORT DOCUMENTATION	
	* PARENT/GUARDIAN PETITION AND LETTERS OF SUPPORT	37
	* ELECTED OFFICIALS LETTERS OF SUPPORT	50
	* PROOF OF PUBLIC MEETING	53
E.	IRS NONPROFIT STATUS AND RESPONSE LETTER	62
F.	TAX RETURN STATEMENT	69
G.	BOARD MEMBERS	70
H.	ASK BROCHURES	71
I.	VITA OF ASK DIRECTOR	73
J.	RESUMES OF PROFESSIONAL STAFF	75

**A. STATEMENT OF IMPACT LETTER TO ISDS
PROOF OF MAILING CERTIFICATES**



December 20, 1997

Dear Superintendent and President of the Board of Trustees:

This is to inform you that The Academy of Skills and Knowledge intends to submit an application (amendment) to the State Board of Education for consideration for approval of an open-enrollment charter school. As part of the application (amendment) process, entities applying for approval are required to notify any districts that are likely to be affected by the establishment or amendment of an open-enrollment charter school.

Specifically, the guidelines approved by the State Board of Education require that the enclosed form, entitled Statement of Impact, and a copy of the application for the proposed open-enrollment charter school be sent to each district that may be affected. The application is due in Austin on January 9, 1998. Please review the application upon receipt. Information is requested if the proposed open-enrollment charter may adversely impact a district financially, or if the proposed charter may impact the student enrollment of a district in a manner that impairs the district's ability to comply with a court order. The enclosed form must be completed by any district that may be affected, signed by the district's board president and superintendent, and returned to the Texas Education Agency, Document Control Center, Room 6-108, 1701 North Congress Avenue, Austin, Texas 78701. It should be received no later than January 15, 1998, for the information to be considered by the State Board of Education.

It is requested that you complete the Statement of Impact form and submit it to the Texas Education Agency. If you have questions about the process for approval of open-enrollment charter schools, please contact Brooks Flemister in the Office of Charter Schools at (512) 463-9575. If you questions about ASK's application for approval of an open- enrollment charter school affecting your school district, please contact W. Jean Foster, Director of Academy of Skills and Knowledge at (903) 581- 2890.

Sincerely,

W. Jean Foster, Director

00025

CAMPUS
225 Winchester

MAILING ADDRESS
P. O. Box 5100, Suite 126
Tyler, Texas 75712

PHONE
903/581-2890
FAX 903/581-1476

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
 - 2. Restricted Delivery
- Consult postmaster for fee.

3. Article Addressed to:
 Gerald Rosebure, Superintendent
 & the President of the School Board
 Arp Independent School District
 P.O. Drawer 70
 Arp, TX 75750

4a. Article Number
 P 30341253

- 4b. Service Type
- Registered Certified
 - Express Mail Insured
 - Return Receipt for Merchandise COD

7. Date of Delivery
 DEC 30 1994

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

X *Gerald Rosebure*

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
 - 2. Restricted Delivery
- Consult postmaster for fee.

3. Article Addressed to:
 2 Larry Whitehead, Superintendent
 & the President of the School Board
 Athens Independent School District
 104 Hawn Street
 Athens, TX 75751

4a. Article Number
 P 615 255029

- 4b. Service Type
- Registered Certified
 - Express Mail Insured
 - Return Receipt for Merchandise COD

7. Date of Delivery
 Dec 17 5/98

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

X *Larry Whitehead*

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
 - 2. Restricted Delivery
- Consult postmaster for fee.

3. Article Addressed to:
 David Deago, Superintendent
 & the President of the School Board
 Big Sandy Indep.t School District
 P.O. Drawer 598
 Big Sandy, TX 75755

4a. Article Number
 P 615 255 028

- 4b. Service Type
- Registered Certified
 - Express Mail Insured
 - Return Receipt for Merchandise COD

7. Date of Delivery

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

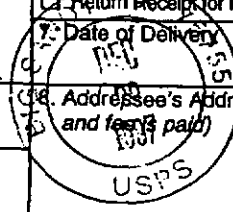
6. Signature: (Addressee or Agent)

X *Ray D. Fisk*

3811, December 1994

102595-97-B-0179

Domestic Return Receipt



Thank you for using Return Receipt Service.

00026

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
 Elton Caldwell, Superintendent
 & the President of the School Board
 Brownsboro Indep. School District
 P.O. Box 465
 Brownsboro, TX 75756

4a. Article Number

P 615 255 027

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

12-24-97

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

X *Charles Custer*

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
 Jim Wright, Superintendent
 & the President of the School Board
 Bullard Independent School District
 P.O. Box 250
 Bullard, TX 75757

4a. Article Number

P 612-255 024

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

1-5-98

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

X *Jim Wright*

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
 Joe B. Woodland, Superintendent
 & the President of the School Board
 Carisle Independent School District
 P.O. Box 187
 Price, TX 75687

4a. Article Number

P 615 255 025

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

1-2-98

5. Received By: (Print Name)

Joe B. Woodland

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

X

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

00027

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

7 Joe Stubblefield, Superintendent
& the President of the School Board
Chapel Hill Indep. School District
11134 Cr 2249
Tyler, TX 75707

4a. Article Number

P 615 255 024

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

1-5-98

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

X [Signature]

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

8 Terry Lopic, Superintendent
& the President of the School Board
Frankston Indepen. School District
P.O. Box 428
Frankston, TX 75763

4a. Article Number

P 096 673 183

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

12-29-97

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

X [Signature]

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

9 Larry Bennett, Superintendent
& the President of the School Board
Gilmer Independent School District
P.O. Box 40
Gilmer, TX 75644

4a. Article Number

P 096 673 183

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

12-23-97

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

X [Signature]

8. Addressee's Address (Only if requested and fee is paid)

December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

00028

Is your RETURN ADDRESS completed on the reverse side?

SENDER: ■ Complete items 1 and/or 2 for additional services. ■ Complete items 3, 4a, and 4b. ■ Print your name and address on the reverse of this form so that we can return this card to you. ■ Attach this form to the front of the mailpiece, or on the back if space does not permit. ■ Write "Return Receipt Requested" on the mailpiece below the article number. ■ The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.
3. Article Addressed to: 10 Guy Yarbrough, Superintendent & the President of the School Board Gladewater Indepen. School District 700 Melba Suite A Gladewater, Tx 75647	4a. Article Number P 096 675 182	4b. Service Type <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD
5. Received By: (Print Name) <i>[Signature]</i>	7. Date of Delivery 1-5-98	
6. Signature: (Addressee or Agent) X	8. Addressee's Address (Only if requested and fee is paid)	
PS Form 3811, December 1994		102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

SENDER: ■ Complete items 1 and/or 2 for additional services. ■ Complete items 3, 4a, and 4b. ■ Print your name and address on the reverse of this form so that we can return this card to you. ■ Attach this form to the front of the mailpiece, or on the back if space does not permit. ■ Write "Return Receipt Requested" on the mailpiece below the article number. ■ The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.
3. Article Addressed to: 11 Gerald Gilbert, Superintendent & the President of the School Board Grand Saline Ind. School District 400 Stadium Drive Grand Saline, TX 75140	4a. Article Number P 096 675 181	4b. Service Type <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD
5. Received By: (Print Name)	7. Date of Delivery 1-5-98	
6. Signature: (Addressee or Agent) <i>[Signature]</i>	8. Addressee's Address (Only if requested and fee is paid)	
PS Form 3811, December 1994		102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

SENDER: ■ Complete items 1 and/or 2 for additional services. ■ Complete items 3, 4a, and 4b. ■ Print your name and address on the reverse of this form so that we can return this card to you. ■ Attach this form to the front of the mailpiece, or on the back if space does not permit. ■ Write "Return Receipt Requested" on the mailpiece below the article number. ■ The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.
3. Article Addressed to: 12 James Dunlap, Superintendent & the President of the School Board Hallsville Indepen School District P.O. Box 810 Hallsville, TX 75650	4a. Article Number P 096 675 180	4b. Service Type <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD
5. Received By: (Print Name) <i>[Signature]</i>	7. Date of Delivery	
6. Signature: (Addressee or Agent) <i>[Signature]</i>	8. Addressee's Address (Only if requested and fee is paid)	
PS Form 3811, December 1994		102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Service.

00029

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
 B Robert Pool, Superintendent
 & the President of the School Board
 Hawkins IndepenSchool District
 P.O. Drawer L
 Hawkins, TX 75765

4a. Article Number
 P 096 675 179

4b. Service Type

Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 12/23/97

5. Received By: (Print Name)
 C Stamburgh

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)
 C. Stamburgh

PS Form 3811, December 1994 102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
 4 Jo Velvin, Superintendent
 & the President of the School Board
 Henderson Indepen School District
 P.O. Box 728
 Henderson, TX 75653-0728

4a. Article Number
 P 096 675 178

4b. Service Type

Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 DEC 23 1997

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)
 X Gloria Neal

PS Form 3811, December 1994 102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
 15 Jeff Turner, Superintendent
 & the President of the School Board
 Jacksonville Indepen School District
 P.O. Box 631
 Jacksonville, TX 75766

4a. Article Number
 P 096 675 177

4b. Service Type

Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)
 Jeff Turner

PS Form 3811, December 1994 102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Service.

00030

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. Addressee's Address

2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

16 Jerry Roberts, Superintendent
& the President of the School Board
Kilgore Independent School District
711 North Longview Street
Kilgore, TX 75662

4a. Article Number
P 301 341 252

4b. Service Type

Registered Certified

Express Mail Insured

Return Receipt for Merchandise COD

7. Date of Delivery
12-23-97

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

X Gene Brown

PS Form 3811, December 1994 102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. Addressee's Address

2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

17 Donna Johnson, Superintendent
& the President of the School Board
Leveretts Chapel ISD
P.O. Box 100
Overton, TX 75684-0100

4a. Article Number
P 301 342 615

4b. Service Type

Registered Certified

Express Mail Insured

Return Receipt for Merchandise

7. Date of Delivery

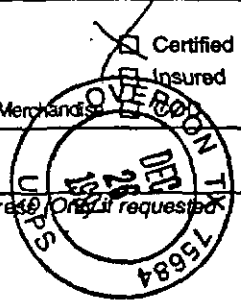
5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

X Donna Johnson

PS Form 3811, December 1994 102595-97-B-0179 Domestic Return Receipt



Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. Addressee's Address

2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

18 Richard Tedder, Superintendent
& the President of the School Board
Lindale Independent School District
P.O. Box 370
Lindale, TX 75771

4a. Article Number
P 301 341 251

4b. Service Type

Registered Certified

Express Mail Insured

Return Receipt for Merchandise COD

7. Date of Delivery
12-23-97

5. Received By: (Print Name)

ROBERT WILLIAMS

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

X Robert Williams

PS Form 3811, December 1994 102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Service.

00031

Is your RETURN ADDRESS completed on the reverse side?

SENDER:
 ■ Complete items 1 and/or 2 for additional services.
 ■ Complete items 3, 4a, and 4b.
 ■ Print your name and address on the reverse of this form so that we can return this card to you.
 ■ Attach this form to the front of the mailpiece, or on the back if space does not permit.
 ■ Write "Return Receipt Requested" on the mailpiece below the article number.
 ■ The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:
 19 Seth Adams, Superintendent
 & the President of the School Board
 Martins Mill L. School District
 Route 2, Box 280
 Ben Wheeler, TX 75754

4a. Article Number
 P 301 342 614

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery 11-6
 12-23-97

5. Received By: (Print Name)
 A.G. ADAMS

6. Signature: (Addressee or Agent)
 [Signature]

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994 102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

SENDER:
 ■ Complete items 1 and/or 2 for additional services.
 ■ Complete items 3, 4a, and 4b.
 ■ Print your name and address on the reverse of this form so that we can return this card to you.
 ■ Attach this form to the front of the mailpiece, or on the back if space does not permit.
 ■ Write "Return Receipt Requested" on the mailpiece below the article number.
 ■ The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:
 21 Mary Lookadoo, Superintendent
 & the President of the School Board
 Murchison Indepen School District
 P.O. Box 538
 Murchison, TX 75778-0538

4a. Article Number
 P 301 342 611

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 12-29-97

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)
 [Signature]

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994 102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

SENDER:
 ■ Complete items 1 and/or 2 for additional services.
 ■ Complete items 3, 4a, and 4b.
 ■ Print your name and address on the reverse of this form so that we can return this card to you.
 ■ Attach this form to the front of the mailpiece, or on the back if space does not permit.
 ■ Write "Return Receipt Requested" on the mailpiece below the article number.
 ■ The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:
 22 Joe Hooper, Superintendent
 & the President of the School Board
 New Summerfield IS District
 P.O. Box 6
 New Summerfield, TX 75780

4a. Article Number
 P 301 342 002349

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 01-05-98

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)
 [Signature]

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994 102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Service.

00032

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
23 Joel Johnston, Superintendent
& the President of the School Board
Overton Independent School District
P.O. Box 130
Overton, Tx 75684-0130

4a. Article Number
P 301 341 247

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
12/29/97

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)
X *Joel Johnston*

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994 102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
24 W E Ritter, Superintendent
& the President of the School Board
Quitman Indepe School District
1101 East Goode
Quitman, Tx 75783-1640

4a. Article Number
P 301 341 246

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
12/29/97

5. Received By: (Print Name)
Mary K. Kirby

6. Signature: (Addressee or Agent)
X *Mary K. Kirby*

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994 102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
25 W L Sanders, Superintendent
& the President of the School Board
Troup Independent School District
P.O. Box 578
Troup, TX 75789

4a. Article Number
P 301 342 250

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
12-31-97

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)
X *Leah Pruitt*

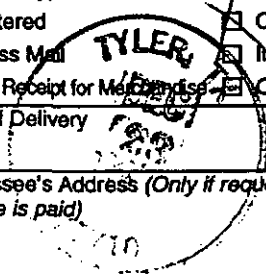
8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994 102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Service.

00033

Is your RETURN ADDRESS completed on the reverse side?

SENDER: ■ Complete items 1 and/or 2 for additional services. ■ Complete items 3, 4a, and 4b. ■ Print your name and address on the reverse of this form so that we can return this card to you. ■ Attach this form to the front of the mailpiece, or on the back if space does not permit. ■ Write "Return Receipt Requested" on the mailpiece below the article number. ■ The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.
3. Article Addressed to: J Donald Gentry, Superintendent & the President of the School Board Tyler Independent School District P.O. Box 2035 Tyler, TX 75710	4a. Article Number P 301 342 248	4b. Service Type <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD
5. Received By: (Print Name) 6. Signature: (Addressee or Agent) X Bob E. Wheeler	7. Date of Delivery 	
8. Addressee's Address (Only if requested and fee is paid)		

Thank you for using Return Receipt Service.

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Is your RETURN ADDRESS completed on the reverse side?

SENDER: ■ Complete items 1 and/or 2 for additional services. ■ Complete items 3, 4a, and 4b. ■ Print your name and address on the reverse of this form so that we can return this card to you. ■ Attach this form to the front of the mailpiece, or on the back if space does not permit. ■ Write "Return Receipt Requested" on the mailpiece below the article number. ■ The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.
3. Article Addressed to: T R Mills, Superintendent & the President of the School Board West Rusk Indepen School District P.O. Box 168 New London,, TX 75682	4a. Article Number Y 301 341 248	4b. Service Type <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD
5. Received By: (Print Name) X Michael B. McSwain	7. Date of Delivery 12-23-97	
6. Signature: (Addressee or Agent) X Michael B. McSwain	8. Addressee's Address (Only if requested and fee is paid)	

Thank you for using Return Receipt Service.

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Is your RETURN ADDRESS completed on the reverse side?

SENDER: ■ Complete items 1 and/or 2 for additional services. ■ Complete items 3, 4a, and 4b. ■ Print your name and address on the reverse of this form so that we can return this card to you. ■ Attach this form to the front of the mailpiece, or on the back if space does not permit. ■ Write "Return Receipt Requested" on the mailpiece below the article number. ■ The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.
3. Article Addressed to: Edward Donahue, Superintendent & the President of the School Board Whitehouse Indepen School District 106 Wildcat Drive Whitehouse, TX 75791	4a. Article Number Y 301 341 250	4b. Service Type <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD
5. Received By: (Print Name) RACHEL JONES	7. Date of Delivery 12-23-97	
6. Signature: (Addressee or Agent) X Rachel Jones	8. Addressee's Address (Only if requested and fee is paid)	

Thank you for using Return Receipt Service.

RFA # 701-97-028

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

00034

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
 Darrell Nickerson, Superintendent 30
 & the President of the School Board
 Winona Independ School District
 P.O. Box 218
 Winona, TX 75792

4a. Article Number
 P 301 342 613

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 12-31-97

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)
 X Kenneth Russell

Thank you for using Return Receipt Service.

P 301 342 249

US Postal Service

Receipt for Certified Mail

Leroy Johnson, Superintendent 27
& the President of the School Board
Van Independent School District
P.O. Box 697
Van, TX 75790

PS Form 3800, April 1995

Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 2.77
Postmark or Date	

P 301 342 612

US Postal Service

Receipt for Certified Mail

Tommy Ferguson, I. Superintendent²⁰
& the President of the School Board
Mineola Independent School District
1000 W Loop
Mineola, TX 75773

PS Form 3800, April 1995

Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 2.77
Postmark or Date	

00036

B. LEASE AGREEMENT



TEXAS ASSOCIATION OF REALTORS®



COMMERCIAL LEASE

This lease agreement is made and entered into by and between Battle and Helbig, Inc. (Landlord) and The Academy of Skills and Knowledge (Tenant). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain property with the improvements thereon, containing approximately 9,000 square feet, hereinafter called the "leased premises", known as 225 Winchester, Tyler, Texas 75701 (Address), Lot 5L, Block NCB 1010-D, South Side Addition Addition, City of Tyler, Smith County, Texas; or as more particularly described below or on attached exhibit: property as shown by the attached plat, filed with the City of Tyler

The primary term of this lease shall be Three years commencing on the first day of June, 1996 and ending at 11:59 p.m. on the 31st day of May, 1999, upon the following terms, conditions, and covenants:

- 1. TAXES. Each year during the term of this lease, Tenant shall pay real estate taxes assessed against the leased premises in an amount equal to the total real estate taxes assessed against the leased premises in the base year. Each year during the term of this lease, Tenant shall pay an additional rental equal to the amount of any increase in real estate taxes over the base year on the property of which the leased premises is a part. Any increase in real estate taxes for a fractional year shall be prorated. The base year shall be 1995.
2. UTILITIES. Tenant shall pay all charges for utility services to the leased premises except for which shall be paid by the Landlord.
3. HOLDING OVER. Failure of Tenant to surrender the leased premises at the expiration of the lease constitutes a holding over which shall be construed as a tenancy from month to month at a rental of \$6,000.00 per month.
4. RENT. Tenant agrees to and shall pay Landlord at P. O. Box 6414 Tyler, Texas 75701, County of Smith, Texas, or at such other place Landlord shall designate from time to time in writing, as rent for the leased premises, the total sum of \$3180,000.00, payable without demand in equal monthly payments of \$5,000.00, each in advance on or before the first day of each month, commencing on June 1, 1996, 1996, and continuing thereafter until the total sum shall be paid. Adjustment to the rent, if any, for rent escalators, for percentage of net rent, or for increases in building operation costs (including but not limited to insurance, custodial services, maintenance and utilities) shall be as set forth in an attached addendum. Rent received after the first day of the month shall be deemed delinquent. If rent is not received by Landlord by the 10th of each month, Tenant shall pay a late charge of \$200.00 plus a penalty of \$25.00 per day until rent is received in full. Tenant shall pay \$50.00 for each returned check.
5. USE. Tenant shall use the leased premises for the following purpose and no other: 1. A private educational and testing institution. 2. The Academy of Skills and Knowledge will "sublease" to Shriners Educational Programs however, this will not constitute a sublet as pertains to paragraph 12 of the lease
6. SECURITY DEPOSIT. Tenant shall pay to Landlord a security deposit in the sum of \$7,500.00, payable on or before the commencement of this lease for Tenant's faithful performance hereunder. Refund thereof shall be made upon performance of this lease agreement by Tenant, minus any assessments or damages unless Landlord and Tenant provide otherwise in Special Provisions.
7. INSURANCE. Tenant shall pay for fire and extended coverage insurance on the buildings and other improvements on the leased premises in an amount not less than \$500,000.00, which amount shall be increased yearly in proportion to the increase in market value of the premises. If Landlord provides any insurance herein, Tenant shall pay to Landlord, during the term hereof, the amount of any increase in premiums for the insurance required over and above such premiums paid during the first year of this lease. Tenant shall provide public liability and property damage insurance for its business operations on the leased premises in the amount of \$2,000,000.00 which policy shall cover the Landlord as well as the Tenant. Said insurance policies required to be provided by Tenant herein shall name Landlord as an insured and shall be issued by an insurance company approved by Landlord. Tenant shall provide Landlord with certificates of insurance evidencing the coverage required herein. Tenant shall be solely responsible for fire and casualty insurance on Tenant's property on or about the leased premises. If Tenant does not maintain such insurance in full force and effect, Landlord may notify Tenant of such failure and if Tenant does not deliver to Landlord within ten days after such notice certification showing all such insurance to be in full force and effect, Landlord may at his option, take out the necessary insurance to comply with the provision hereof and pay the premiums on the items specified in such notice, and Tenant covenants thereupon on demand to reimburse and pay Landlord any amount so paid or expended in the payment of the insurance premiums required hereby and specified in the notice, with interest thereon at the rate of 18% percent per annum from the date of such payment by Landlord until repaid by Tenant.
since The Academy of Skills and Knowledge will remain solely responsible for the lease payments.

00038

8. **CONDITION OF PREMISES.** Tenant has examined and accepts the leased premises in its present as is condition as suitable for the purposes for which the same are leased, and does hereby accept the leased premises regardless of reasonable deterioration between the date of this lease and the date Tenant begins occupying the leased premises unless Landlord and Tenant agree to repairs or refurbishment as noted in Special Provisions.

9. **MAINTENANCE AND REPAIRS.** Landlord shall keep the foundation, the exterior walls (except glass; windows; doors; door closure devices; window and door frames, molding, locks, and hardware; and interior painting or other treatment of exterior walls), and the roof of the leased premises in good repair except that Landlord shall not be required to make any repairs occasioned by the act or negligence of Tenant, its employees, subcontractors, licensees and concessionaires. Tenant is responsible for maintenance of the common area and common area equipment. If Landlord is responsible for any such repair and maintenance, Tenant agrees to give Landlord written notice of needed repairs. Landlord shall make such repairs within a reasonable time. Tenant shall notify Landlord immediately of any emergency repairs. Tenant shall keep the leased premises in good, clean condition and shall at its sole cost and expense, make all needed repairs and replacements, including replacement of cracked or broken glass, except for repairs and replacements required to be made by Landlord under this section. If any repairs required to be made by Tenant hereunder are not made within ten (10) days after written notice delivered to Tenant by Landlord, Landlord may at its option make such repairs without liability to Tenant for any loss or damage which may result by reason of such repairs, and Tenant shall pay to Landlord upon demand as additional rent hereunder the cost of such repairs plus interest. At the termination of this lease, Tenant shall deliver the leased premises in good order and condition, normal wear and tear excepted. Normal wear and tear means deterioration which occurs without negligence, carelessness, accident or abuse.

10. **ALTERATIONS.** All alterations, additions and improvements, except trade fixtures, installed at expense of Tenant, shall become the property of Landlord and shall remain upon and be surrendered with the leased premises as a part thereof on the termination of this lease. Such alterations, additions, and improvements may only be made with the prior written consent of Landlord, which consent shall not be unreasonably withheld. If consent is granted for the making of improvements or alterations to the leased premises, such improvements and alterations shall not commence until Tenant has furnished to Landlord a certificate of insurance showing coverage in an amount satisfactory to Landlord protecting Landlord from liability for injury to any person and damage to any personal property, on or off the leased premises, in connection with the making of such improvements or alterations. No cooling tower, equipment, or structure of any kind shall be placed on the roof or elsewhere on the leased premises by Tenant without prior written permission of Landlord. If such permission is granted, such work or installation shall be done at Tenant's expense and in such a manner that the roof shall not be damaged thereby. If it becomes necessary to remove such cooling tower, equipment or structure temporarily, so that repairs to the roof can be made, Tenant shall promptly remove and reinstall the cooling tower, equipment or structure at Tenant's expense and repair at Tenant's expense any damage resulting from such removal or reinstallation. Upon termination of this lease, Tenant shall remove or cause to be removed from the roof any such cooling tower, equipment or structure if directed to do so by Landlord. Tenant shall promptly repair at its expense any damages resulting from such removal. At the termination of this lease, Tenant shall deliver the leased premises in good order and condition, natural deterioration only excepted. Any damage caused by the installation or removal of trade fixtures shall be repaired at Tenant's expense prior to the expiration of the lease term. All alterations, improvements, additions, and repairs made by Tenant shall be made in good and workmanlike manner.

11. **COMPLIANCE WITH LAWS AND REGULATIONS.** Tenant shall, at its own expense, comply with all laws, orders, and requirements of all governmental entities with reference to the use and occupancy of the leased premises. Tenant and Tenant's agents, employees and invitees shall fully comply with any rules and regulations governing the use of the buildings or other improvements to the leased premises as required by Landlord. Landlord may make reasonable changes in such rules and regulations from time to time as deemed advisable for the safety, care and cleanliness of the leased premises, provided same are in writing and are not in conflict with this lease.

12. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this lease nor sublet the leased premises or any interest therein without first obtaining the written consent of the Landlord. An assignment or subletting without the written consent of Landlord shall be void and shall, at the option of Landlord, terminate this lease.

13. **DESTRUCTION.** In the event the leased premises is partially damaged or destroyed or rendered partially unfit for occupancy by fire or other casualty, Tenant shall give immediate notice to Landlord. Landlord may repair the damage and restore the leased premises to substantially the same condition as immediately prior to the occurrence of the casualty. Such repairs shall be made at Landlord's expense unless due to Tenant's negligence. Landlord shall allow Tenant a fair reduction of rent during the time the leased premises are partially unfit for occupancy. If the leased premises are totally destroyed or deemed by the Landlord to be rendered unfit for occupancy by fire or other casualty, or if Landlord shall decide not to repair or rebuild, this lease shall terminate and the rent shall be paid in the time of such casualty.

14. **TENANT DEFAULT AND REMOVAL OF ABANDONED PROPERTY.** If Tenant abandons the premises or otherwise defaults in the performance of any obligations or covenants herein, Landlord may enforce the performance of this lease in any manner provided by law. This lease may be terminated at Landlord's discretion if such abandonment or default continues for a period of 10 days after Landlord notifies Tenant of such abandonment or default and of Landlord's intention to declare this lease terminated. Such notice shall be sent by Landlord to Tenant at Tenant's last known address by certified mail. If Tenant has not completely removed or cured default within the 10-day period, this lease shall terminate. Thereafter, Landlord or its agents shall have the right, without further notice or demand, to enter the leased premises and remove all property without being deemed guilty of trespass and without waiving any other remedies for arrears of rent or breach of covenant. Upon abandonment or default by the Tenant, the remaining unpaid portion of the rental from paragraph 4 herein, shall become due and payable. For purposes of this section, Tenant is presumed to have abandoned the premises if goods, equipment, or other property, in an amount substantial enough to indicate a probable

00039

J's (pre)

intent to abandon the premises, is being or has been removed from the premises and the removal is not within the normal course of Tenant's business. Landlord shall have the right to store any property of Tenant that remains on premises that are abandoned; and, in addition to Landlord's other rights, Landlord may dispose of the stored property if Tenant does not claim the property within 60 days after the date the property is stored, provided Landlord delivers by certified mail to Tenant at Tenant's last known address a notice stating that Landlord may dispose of Tenant's property if Tenant does not claim the property within 60 days after the date the property is stored.

15. **INTERRUPTION OF UTILITIES.** Landlord or Landlord's agent may not interrupt or cause the interruption of utility service paid directly to the utility company by Tenant unless interruption results from bona fide repairs, construction, or an emergency. If any utility services furnished by Landlord are interrupted and continue to be interrupted despite the good faith efforts of Landlord to remedy same, Landlord shall not be liable in any respect for damages to the person or property of Tenant or Tenant's employees, agents, or guests, and same shall not be construed as grounds for constructive eviction or abatement of rent. Landlord shall use reasonable diligence to repair and remedy such interruption promptly.

16. **EXCLUSION OF TENANT.** Landlord may not intentionally prevent Tenant from entering the leased premises except by judicial process unless the exclusion results from: (a) bona fide repairs, construction, or an emergency; (b) removing the contents of premises abandoned by Tenant; or (c) changing the door locks of Tenant in the event Tenant is delinquent in paying at least part of the rent. If Landlord or Landlord's agent changes the door lock of Tenant, in the event Tenant is delinquent in paying rent, Landlord or Landlord's agent must place a written notice on Tenant's front door stating the name and the address or telephone number of the individual or company from which the new key may be obtained. The new key is required to be provided only during Tenant's regular business hours.

17. **LIEN.** Landlord is granted an express contractual lien, in addition to any lien provided by law, and a security interest in all property of Tenant found on the leased premises to secure the compliance by Tenant with all terms of this lease.

18. **SUBORDINATION.** Landlord is hereby irrevocably vested with full power and authority to subordinate this lease to any mortgage, deed of trust, or other lien hereafter placed on the devised premises and Tenant agrees on demand to execute such further instruments subordinating this lease as Landlord may request, provided such subordination shall be on the express condition that this lease shall be recognized by the mortgagee, and the rights of Tenant shall remain in full force and effect during the term of this lease so long as Tenant shall continue to perform all of the covenants and conditions of this lease.

19. **INDEMNITY.** Landlord and its employees and agents shall not be liable to Tenant or to Tenant's employees, patrons, visitors, invitees, or any other persons for any such injury to any such persons or for damage to personal property caused by an act, omission, or neglect of Tenant or Tenant's agents or of any other tenant of the premises of which the leased premises is a part. Tenant agrees to indemnify and hold Landlord and its employees and agents harmless from any and all claims for such injury and damages, whether the injury occurs on or off the leased premises.

20. **SIGNS.** Tenant shall not post or paint any signs at, on, or about the leased premises or paint the exterior walls of the building except with the prior written consent of the Landlord. Landlord shall have the right to remove any sign or signs in order to maintain the leased premises or to make any repairs or alterations thereto.

21. **TENANT BANKRUPTCY.** If Tenant becomes bankrupt or makes voluntary assignment for the benefit of creditors or if a receiver is appointed for Tenant, Landlord may terminate this lease by giving five (5) days written notice to Tenant of Landlord's intention to do so.

22. **CONDEMNATION.** If the whole or any substantial part of the leased premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or should the leased premises be sold to a condemning authority under threat of condemnation, this lease shall terminate and the rent shall be abated during the unexpired portion of the lease effective from the date of the physical taking of the leased premises.

23. **HAZARDOUS MATERIALS.** Landlord warrants and represents that the Property does not contain "Hazardous Materials", as that phrase is defined herein. For purposes of this provision, the phrase "Hazardous Materials" shall mean and include any toxic contaminated or other hazardous material including, without limitation, asbestos, PCB, transformers, underground storage containers, materials containing any radioactive substances, petroleum base products, paints, solvents, lead, cyanide, DDT, acids, pesticides, ammonium compounds, and any other substance forming a component part of the improvements which has heretofore or may in the future be determined to contain toxic wastes, hazardous materials, or undesirable substances injurious to the health of occupants living or working in or around the subject Property. Landlord acknowledges that current and future federal, state, and local laws and regulations may require the clean up of any such Hazardous Materials at the expense of those persons who in the past, present, or future may have had or continue to have any interest in the Property including, but not limited to, current, past, and future owners and users, including tenants, of the Property. The cost and expense of such clean up may be substantial. Landlord further acknowledges that the real estate brokers and their agents involved in the negotiation of this transaction have no expertise with respect to any such Hazardous Materials. Landlord acknowledges and agrees that Landlord shall look solely to experts and professionals selected by Landlord to advise Landlord with respect to the condition of the Property and shall not hold the real estate brokers or their agents responsible for any Hazardous Material condition or problem relating to the Property. Landlord hereby agrees to indemnify, defend, and hold the real estate brokers and their agents participating in this transaction harmless of and from any and all liability, claim, debt, damage, cost, or expense, including reasonable attorneys' fees, related to or arising out of or in any way connected to Hazardous Materials and/or toxic wastes and/or any other undesirable substances affecting the Property.

00040

JK (JRW)

24. **BROKER'S FEE.** _____ Broker and
_____, Co. Broker, as Real Estate Broker (the
Broker), has negotiated this lease and Landlord agrees to pay Broker in _____
County, Texas, upon commencement of this lease, a negotiated fee of \$ _____ or _____ % of the total
rental provided for in this lease to be divided as follows: _____
In the event this lease is extended, expanded or renewed, Landlord agrees to pay Broker an
additional negotiated fee of \$ _____ or _____ % of the total rental for such extension, expansion or
renewal period, payable at the time of commencement of such extension, expansion or renewal, said fee to be divided as follows: _____
Tenant warrants
that it has had no dealings with any real estate broker or agents in connection with the negotiation of this lease excepting only _____
and it knows of no other real estate
broker or agent who is entitled to a commission in connection with this Lease. If Tenant during the term of this Lease, or any extension,
expansion or renewal period thereof, or within _____ days of the expiration of this Lease, or any extension, expansion or
renewal period thereof, purchases the property herein leased, Landlord agrees to pay Broker, _____
to _____ County,
Texas, a negotiated fee of \$ _____ or _____ % of the sales price upon closing of the sale of this property.

25. **NOTICES.** Notices to Tenant shall be by certified mail or other delivery to the leased premises or to Tenant's last known address. Notices to Landlord shall be by certified mail to the place where rent is payable.

26. **DEFAULT BY LANDLORD.** In the event of breach by landlord of any covenant, warranty, term or obligation of this lease, then Landlord's failure to cure same or commence a good faith effort to cure same within 10 days after written notice thereof by Tenant shall be considered a default and shall entitle Tenant either to terminate this lease or cure the default and make the necessary repairs and any expense incurred by Tenant shall be reimbursed by the Landlord after reasonable notice of the repairs and expenses incurred.

27. **SIGNS.** During the last 6 months of this lease, a "For Sale" sign and/or a "For Lease" sign may be displayed on the leased premises and the leased premises may be shown at reasonable times to prospective purchasers or tenants.

28. **RIGHT OF ENTRY.** Landlord shall have the right during normal business hours to enter the demised premises; (a) to inspect the general condition and state of repair thereof, (b) to make repairs required or permitted under this lease, or (c) for any other reasonable purpose.

29. **WAIVER OF BREACH.** The waiver by landlord of any breach of any provision of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this lease.

30. **TIME OF ESSENCE.** Time is expressly declared to be of the essence in this lease.

31. **BINDING OF HEIRS AND ASSIGNS.** Subject to the provisions of this lease pertaining to assignment of the Tenant's interest, all provisions of this lease shall extend to and bind, or inure to the benefit not only of the parties to this lease but to each and every one of the heirs, executors, representatives, successors, and assigns of Landlord or Tenant.

32. **RIGHTS AND REMEDIES CUMULATIVE.** The rights and remedies by this lease agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

33. **TEXAS LAW TO APPLY.** This agreement shall be construed under and in accordance with the laws of the State of Texas.

34. **LEGAL CONSTRUCTION.** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

35. **PRIOR AGREEMENTS SUPERCEDED.** This agreement constitutes the sole and only agreement of the parties to this lease and supercedes any prior understanding or written or oral agreements between the parties respecting the subject matter of this lease.

36. **AMENDMENT.** No amendment, modification, or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date hereof, and duly executed by the parties.

37. **ATTORNEYS' FEES.** Any signatory to this lease agreement who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this lease agreement or this transaction shall be additionally entitled to recover court costs, reasonable attorney fees, and all other out-of-pocket costs of litigation, including deposition, travel and witness costs, from the nonprevailing party.

38. **SPECIAL PROVISIONS.** (This section to include additional factual data not included above.)
1. see the attached addendum which is part of this lease.

00041

MB (9/20)

THE TEXAS ASSOCIATION OF REALTORS® AND THE BOARD OF REALTORS® DO NOT FIX, CONTROL, RECOMMEND, SUGGEST OR MAINTAIN COMMISSION RATES OR FEES FOR SERVICES TO BE RENDERED BY THEIR MEMBERS OR THE DIVISION OF COMMISSIONS OR FEES BETWEEN COOPERATING PARTICIPANTS OR BETWEEN PARTICIPANTS AND NON-PARTICIPANTS. THE AMOUNT OF COMPENSATION AND THE CONTRACT TERMS HEREIN ARE NOT PRESCRIBED BY LAW AND ARE SUBJECT TO NEGOTIATION BETWEEN BROKER AND SUBLESSOR.

THIS IS A LEGAL DOCUMENT. READ IT CAREFULLY. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART OF THIS AGREEMENT, SEEK COMPETENT LEGAL ADVICE.

EXECUTED this 25th day of May, 1996.

J. R. Hill
TENANT OR TENANTS SIGNATURE(S)

Kimberly Rose
LANDLORD SIGNATURE

17715 CR 223
ADDRESS

P.O. Box 6414
ADDRESS

H.P., Tx 75750

Tyler, Tx.

(903) 566-7707
TELEPHONE

903 533-1998
TELEPHONE

~~_____
BROKER SIGNATURE~~

By: ~~_____
AGENT SIGNATURE~~

~~_____
ADDRESS~~

~~_____
TELEPHONE~~

(NOTE: This form is furnished by the Texas Association of REALTORS® for the convenience of its members.)

00042

THE TEXAS ASSOCIATION OF REALTORS® AND THE _____
BOARD OF REALTORS® DO NOT FIX, CONTROL, RECOMMEND, SUGGEST OR MAINTAIN COMMISSION RATES
OR FEES FOR SERVICES TO BE RENDERED BY THEIR MEMBERS OR THE DIVISION OF COMMISSIONS OR FEES
BETWEEN COOPERATING PARTICIPANTS OR BETWEEN PARTICIPANTS AND NON-PARTICIPANTS. THE AMOUNT
OF COMPENSATION AND THE CONTRACT TERMS HEREIN ARE NOT PRESCRIBED BY LAW AND ARE SUBJECT TO
NEGOTIATION BETWEEN BROKER AND SUBLESSOR.

THIS IS A LEGAL DOCUMENT. READ IT CAREFULLY. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY
PART OF THIS AGREEMENT, SEEK COMPETENT LEGAL ADVICE.

EXECUTED this 25th day of May 19 96

Q. R. [Signature]
TENANT OR TENANTS SIGNATURE(S)

Kimberly [Signature]
LANDLORD SIGNATURE

17715 CR 223
ADDRESS

P.O. Box 6414
ADDRESS

H.P., Tx 75750

Tyler, Tx.

(903) 566-7707
TELEPHONE

903 533-1998
TELEPHONE

~~BROKER SIGNATURE~~
By: ~~AGENT SIGNATURE~~
~~ADDRESS~~
~~TELEPHONE~~

[NOTE: This form is furnished by the Texas Association of REALTORS® for the convenience of its members.]

00043

ADDENDUM TO COMMERCIAL LEASE

LANDLORD: ^{Jm} BATTLE AND HELBIG

TENANT: THE ACADEMY OF SKILLS AND KNOWLEDGE

This Addendum supersedes any inconsistent provisions of the attached commercial Lease.

If any modifications to the premises are required by any entity having jurisdiction over the condition of the premises, Landlord agrees to make such modification up to FIVE THOUSAND and NO/100 (\$5,000.00) Dollars in cost during the primary term of the lease. If such costs exceed \$5,000.00 during the primary term of the lease Tenant agrees to pay the excess amount up to a total cost of FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS. If the total costs exceed \$10,000.00, either party may terminate this lease with six months written notice unless the other party agrees to pay such amount in excess of \$10,000.00. In addition, if such modifications would reasonably cause the tenant to vacate the building in excess of thirty days (30), tenant may have a fair reduction of rent during the excess time. If modifications cause a relocation for an amount of time that creates an unnecessary burden on the Tenant, Tenant may terminate this lease. Upon termination, both parties would be released from all obligations under the Lease except for amounts accrued to the date of termination. (JRC)

The parties agree that any insurance required under the Lease will contain a waiver of subrogation clause protecting both parties.

Provided Tenant is not in default under the Lease, Tenant shall have the right to purchase the Leased Premises for a purchase price of \$500,000.00 (FIVE HUNDRED THOUSAND AND NO/100 DOLLARS). Such option shall be exercised by Tenant on or before the termination of the lease. If Tenant exercises its option to purchase, such purchase shall be consummated under the then current Tyler Board of Realtors Commercial Earnest Money Contract. All inspections shall be at the cost of Tenant. Title insurance and tax certificates shall be at the cost of the Landlord. All other closing costs shall be shared by the parties equally or a mutually agreed upon signing the contract. Attorney's fees for reviewing the contract shall be the expense of the party retaining the attorney.

(JRC) J
(JRC) J
(JRC) J
Landlord also grants to Tenant a right of first refusal on the Leased Premises and the commercial office buildings adjacent to the leased premises and the raw land so the south and adjacent to the leased premises. Tenant shall have the right to purchase the property upon the terms and conditions as Landlord has agreed to sell such property to a bona fide third party. Landlord retains at all times the right of a permanent easement for entry to the property south of the leased premises in the event that the property is not purchased by the tenant. Such right of first refusal shall extend for a period of fifteen (15) days after Landlord gives Tenant written notice of its agreement to sell the property to a bona fide third party purchaser. If Tenant does not exercise the right, such right shall expire upon such terms and conditions as offered

00044

(JRC)

right, such right shall expire and Landlord say sell the property upon such terms and conditions as offered to Tenant. If such contract with a third party does not close, the right of first refusal shall apply to any subsequent contract.

Ad valorem taxes for the year 1996 and 1999 shall be prorated based on the number of days in such years covered by the lease.

Landlord agrees to make leasehold improvements as agreed by both parties and filed with the city of Tyler. The improvements may be changed as mutually agreed by both parties. The Tenant warrants that the current agreed changes/modifications as filed with the city are inclusive of all requirements necessary to operate the school as are now current and required by the entities having jurisdiction over the condition of the premises. Landlord will not be responsible for any modifications that could have or should have been disclosed to Landlord prior to signing this lease. Further Tenant warrants that it will pay the expense of any modifications required that were not properly disclosed prior to signing this lease and that these modifications are over and above any other requirements outlined in this lease and addendum. Landlord will have the leasehold improvements completed by August 1, and the ADA bathrooms finished by the first day of school.

DATED: May 25, 1996

TENANT:

ACADEMY OF SKILLS AND KNOWLEDGE

J-R. Cotton
BY: JAMES R. COTTON, JR. President

LANDLORD:

BATTLE AND HELBIG

Kim Battle
BY: KIM BATTLE, President

00045

C. COMMUNITY SUPPORT DOCUMENTATION

- * PARENT/GUARDIAN PETITION AND LETTERS OF SUPPORT**
- * ELECTED OFFICIALS LETTERS OF SUPPORT**
- * PROOF OF PUBLIC MEETING**

PARENTS AND GUARDIANS PETITION OF SUPPORT

TO: Brooks Flemister, Senior Director
Texas Education Agency
1701 North Congress Avenue
Austin, TX 78701

TOPIC: Academy of Skills & Knowledge (ASK)
Open Enrollment Charter School Application

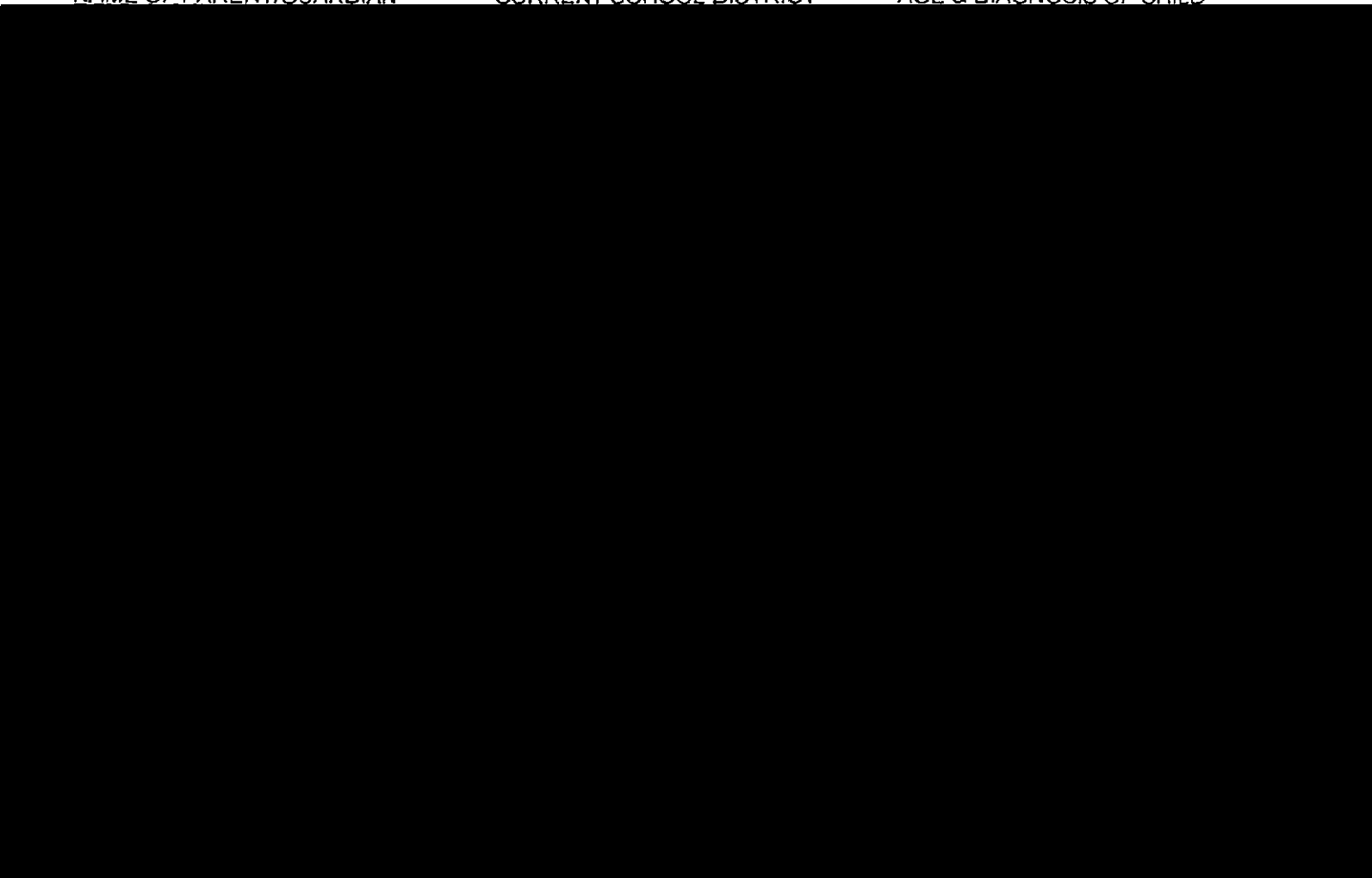
DATE: December, 1997 and January, 1998

=====

The Academy of Skills and Knowledge (ASK) is submitting an application for approval of an open-enrollment charter school. ASK provides a creative, multidisciplinary curriculum of academics that is designed to help children with specific learning disabilities and developmental disorders reach their potential(s).

My child's education is/was being blocked by diagnosed learning differences and/or disabilities. ASK addresses the special needs of children with the I.Q. to function, in a regular school room. It is my recommendation that the State Board of Education approve this proposal to allow ASK to better serve East Texas and the needs of students with learning disabilities and developmental disorders.

NAME OF PARENT/GUARDIAN CURRENT SCHOOL DISTRICT AGE & DIAGNOSIS OF CHILD



00047

PARENTS AND GUARDIANS PETITION OF SUPPORT

TO: Brooks Flemister, Senior Director
Texas Education Agency
1701 North Congress Avenue
Austin, TX 78701

TOPIC: Academy of Skills & Knowledge (ASK)
Open Enrollment Charter School Application

DATE: December, 1997 and January, 1998

=====

The Academy of Skills and Knowledge (ASK) is submitting an application for approval of an open-enrollment charter school. ASK provides a creative, multidisciplinary curriculum of academics that is designed to help children with specific learning disabilities and developmental disorders reach their potential(s).

My child's education is/was being blocked by diagnosed learning differences and/or disabilities. ASK addresses the special needs of children with the I.Q. to function, in a regular school room. It is my recommendation that the State Board of Education approve this proposal to allow ASK to better serve East Texas and the needs of students with learning disabilities and developmental disorders.

NAME OF PARENT/GUARDIAN	CURRENT ISD & CURRENT SCHOOL	SHORT COMMENT
-------------------------	------------------------------	---------------

00048

38

PETITION OF SUPPORT PAGE

NAME OF PARENT/GUARDIAN

AGE & DIAGNOSIS OF CHILD

SHORT COMMENT

00049

39

PARENTS AND GUARDIANS PETITION OF SUPPORT

TO: Brooks Flemister, Senior Director
Texas Education Agency
1701 North Congress Avenue
Austin, TX 78701

TOPIC: Academy of Skills & Knowledge (ASK)
Open Enrollment Charter School Application

DATE: December, 1997 and January, 1998

=====

The Academy of Skills and Knowledge (ASK) is submitting an application for approval of an open-enrollment charter school. ASK provides a creative, multidisciplinary curriculum of academics that is designed to help children with specific learning disabilities and developmental disorders reach their potential(s).

My child's education is/was being blocked by diagnosed learning differences and/or disabilities. ASK addresses the special needs of children with the I.Q. to function, in a regular school room. It is my recommendation that the State Board of Education approve this proposal to allow ASK to better serve East Texas and the needs of students with learning disabilities and developmental disorders.

NAME OF PARENT/GUARDIAN	CURRENT SCHOOL DISTRICT	AGE & DIAGNOSIS OF CHILD
-------------------------	-------------------------	--------------------------

ONE CHILD'S STORY

PARENT/GUARDIAN LETTER OF SUPPORT

Brooks Flemister, Senior Director
Texas Education Agency
1701 North Congress Avenue
Austin, TX 78701

TOPIC: Academy of Skills & Knowledge (ASK)
Open Enrollment Charter School Application

=====

The Academy of Skills and Knowledge (ASK) is submitting an application for approval of an open-enrollment charter school. ASK provides a creative, multidisciplinary curriculum of academics that is designed to help children with specific learning disabilities and developmental disorders reach their potential(s).

My child's education is/was being blocked by diagnosed learning differences and/or disabilities. ASK addresses the special needs of students with learning disabilities and developmental disorders.

Following is the story of my child and why I recommend approval of the Academy of Skills & Knowledge as a charter school.

Our child has ADHD/ADD. We have always known that [redacted] is a bright [redacted], but [redacted] cannot learn in the traditional way. [redacted] has gone to ASK this past year. [redacted] has had good grades. [redacted] has been able to really learn. It is our hope - if in the latter grades [redacted] has to go to some other school ASK will have prepared [redacted]

00051

Name: [redacted]

Date: 1-8-98

ONE CHILD'S STORY

PARENT/GUARDIAN LETTER OF SUPPORT

Brooks Flemister, Senior Director
Texas Education Agency
1701 North Congress Avenue
Austin, TX 78701

TOPIC: Academy of Skills & Knowledge (ASK)
Open Enrollment Charter School Application

=====

The Academy of Skills and Knowledge (ASK) is submitting an application for approval of an open-enrollment charter school. ASK provides a creative, multidisciplinary curriculum of academics that is designed to help children with specific learning disabilities and developmental disorders reach their potential(s).

My child's education is/was being blocked by diagnosed learning differences and/or disabilities. ASK addresses the special needs of students with learning disabilities and developmental disorders.

Following is the story of my child and why I recommend approval of the Academy of Skills & Knowledge as a charter school.

My child [REDACTED] is extremely attention deficit and socially immature. In the public school [REDACTED] spent [REDACTED] time walking from one resource room to another. [REDACTED] hyperactivity level was so high that by the time [REDACTED] got settled and focused in one class it would be time to move on to another. For three years in a row [REDACTED] IARD's were not met. Here at ~~ASK~~ ASK, they work on specific activities to help [REDACTED] with [REDACTED] attention instead of passing [REDACTED] on to the next person, hoping someone else will work with [REDACTED] getting the attention and education [REDACTED] needs and they're keeping [REDACTED] from falling through the cracks. There are lots of other children out there who could benefit from this approach to education.

Name: [REDACTED]

Date: 1/8/98

00052

ONE CHILD'S STORY

PARENT/GUARDIAN LETTER OF SUPPORT

Brooks Flemister, Senior Director
Texas Education Agency
1701 North Congress Avenue
Austin, TX 78701

TOPIC: Academy of Skills & Knowledge (ASK)
Open Enrollment Charter School Application

=====

The Academy of Skills and Knowledge (ASK) is submitting an application for approval of an open-enrollment charter school. ASK provides a creative, multidisciplinary curriculum of academics that is designed to help children with specific learning disabilities and developmental disorders reach their potential(s).

My child's education is/was being blocked by diagnosed learning differences and/or disabilities. ASK addresses the special needs of students with learning disabilities and developmental disorders.

Following is the story of my child and why I recommend approval of the Academy of Skills & Knowledge as a charter school.

My [redacted] was diagnosed with A.D.H.D. (Attention Deficit Hyper-activity Disorder) at age 7. [redacted] was enrolled in a public school at the time and the emotional abuse [redacted] suffered from teachers there is irreparable. [redacted] managed to flourish through elementary school with a tremendous amount of help from [redacted] parents but we could not sit with [redacted] in class each day. [redacted] self-esteem, [redacted] attitude toward educators, and [redacted] personal relationships suffered or were distorted due to [redacted] ADHD and the public school's lack of support and refusal to truly accommodate [redacted] special learning needs. Once [redacted] was enrolled in A.S.K., [redacted] life changed. [redacted] is doing very well in school academically, is beginning to feel better about [redacted], and requires less medication due to the school's meeting [redacted] individual learning needs. [redacted] had been in Middle School in 96-97

Name: [redacted]

Date: [redacted]

(over)
00053

ONE CHILD'S STORY

PARENT/GUARDIAN LETTER OF SUPPORT

Brooks Flemister, Senior Director
Texas Education Agency
1701 North Congress Avenue
Austin, TX 78701

TOPIC: Academy of Skills & Knowledge (ASK)
Open Enrollment Charter School Application

The Academy of Skills and Knowledge (ASK) is submitting an application for approval of an open-enrollment charter school. ASK provides a creative, multidisciplinary curriculum of academics that is designed to help children with specific learning disabilities and developmental disorders reach their potential(s).

My child's education is/was being blocked by diagnosed learning differences and/or disabilities. ASK addresses the special needs of students with learning disabilities and developmental disorders.

Following is the story of my child and why I recommend approval of the Academy of Skills & Knowledge as a charter school.

My child was attending the public system for many years. [redacted] was not allowed to reach [redacted] potential. Lack of knowledge of educators on Asperger techniques are not very know well versed. Not aware of new programs available.

[redacted] was deprived his growth mentally and physically because teacher assumed what [redacted] could do.

Since attended ASK [redacted] is excelling in Math techniques not offered in system, given the opportunity to learn grade level work and the teachers take the time to use Multisensory method in all courses of study.

Any child that attends ASK has a new beginning on their life.

Name: [redacted]

Date: Jan. 9, 1998

00054

ONE CHILD'S STORY

PARENT/GUARDIAN LETTER OF SUPPORT

Brooks Flemister, Senior Director
Texas Education Agency
1701 North Congress Avenue
Austin, TX 78701

TOPIC: Academy of Skills & Knowledge (ASK)
Open Enrollment Charter School Application

=====
The Academy of Skills and Knowledge (ASK) is submitting an application for approval of an open-enrollment charter school. ASK provides a creative, multidisciplinary curriculum of academics that is designed to help children with specific learning disabilities and developmental disorders reach their potential(s).

My child's education is/was being blocked by diagnosed learning differences and/or disabilities. ASK addresses the special needs of students with learning disabilities and developmental disorders.

Following is the story of my child and why I recommend approval of the Academy of Skills & Knowledge as a charter school.

This is the true story of a little [redacted] who was happy, outgoing, fun loving and social. [redacted] was happy at school. [redacted] was in the science and computer clubs. [redacted] had been in several plays. [redacted] was very social and had many friends. But all that changed when [redacted] reached the second grade.

This bright, happy child started to slowly change. [redacted] grades went down and [redacted] lost friends. [redacted] would not participate in the clubs and would not be in the plays. [redacted] was sad and frustrated. This sadness and frustration came out as anger. [redacted] became one of the difficult children in

Name: [redacted]

Date: 1-8-98

00055

to operate. This can be a hardship to some families. What is even more sad is that most families cannot afford it at all.

The Academy of Skills and Knowledge (ASK) is an insightful private school that offers the curriculum that children with learning differences need. ASK is submitting an application for approval to be an open-enrollment charter school. Their goal is to reach those children that cannot afford tuition. Without help, these children could fall through the cracks of the public school system and become drop outs.

With ASK being an open charter school, these children could have a happy ending and become productive adults. Everyone deserves the best education possible.

and failed. Only four of 5 teachers even knew
he was ADHD. Although I could have
pursued (with the help of a lawyer) enforcing
his rights to receive an adequate education,
unlike public schools, I chose to put
the child first. Public schools are not
capable of helping these types of children.
The really sad thing is that they are
not + ... 00057

ONE CHILD'S STORY

PARENT/GUARDIAN LETTER OF SUPPORT

Brooks Flemister, Senior Director
Texas Education Agency
1701 North Congress Avenue
Austin, TX 78701

TOPIC: Academy of Skills & Knowledge (ASK)
Open Enrollment Charter School Application

=====

The Academy of Skills and Knowledge (ASK) is submitting an application for approval of an open-enrollment charter school. ASK provides a creative, multidisciplinary curriculum of academics that is designed to help children with specific learning disabilities and developmental disorders reach their potential(s).

My child's education is/was being blocked by diagnosed learning differences and/or disabilities. ASK addresses the special needs of students with learning disabilities and developmental disorders.

Following is the story of my child and why I recommend approval of the Academy of Skills & Knowledge as a charter school.

_____ is 12 years old ~~now~~ and has both ADD and dyslexia. In spite of being in a private school and having tutoring in reading and alphabetic phonics _____ was unable to read. After one and 1/2 years at ASK _____ is now reading. Even though _____ is not on level with _____ outside peer group, _____ is closing the gap. Most importantly _____'s self esteem and confidence remains intact largely due to a school which allows a student to progress at a different pace in their area of learning difficulty yet remain "on level" in the areas where _____ learns well.

00058

Name: _____

Date: 1-6-98

ONE CHILD'S STORY

PARENT/GUARDIAN LETTER OF SUPPORT

Brooks Flemister, Senior Director
Texas Education Agency
1701 North Congress Avenue
Austin, TX 78701

TOPIC: Academy of Skills & Knowledge (ASK)
Open Enrollment Charter School Application

=====

The Academy of Skills and Knowledge (ASK) is submitting an application for approval of an open-enrollment charter school. ASK provides a creative, multidisciplinary curriculum of academics that is designed to help children with specific learning disabilities and developmental disorders reach their potential(s).

My child's education is/was being blocked by diagnosed learning differences and/or disabilities. ASK addresses the special needs of students with learning disabilities and developmental disorders.

Following is the story of my child and why I recommend approval of the Academy of Skills & Knowledge as a charter school.

_____ is 13 years old. In the second grade _____ "A" average began to drop and by the third grade _____ was at best a "C" student and losing confidence. We had _____ tested and found _____ had ADD. Medications and a private school did not appear to keep _____ on level. After 1 1/2 years at ASK, _____ is an "A" student with great self esteem and is ready to^{go} back into the "mainstream" of public education next year.

00059

Name: _____

Date: 1-6-98

ONE CHILD'S STORY

PARENT/GUARDIAN LETTER OF SUPPORT

Brooks Flemister, Senior Director
Texas Education Agency
1701 North Congress Avenue
Austin, TX 78701

TOPIC: Academy of Skills & Knowledge (ASK)
Open Enrollment Charter School Application

The Academy of Skills and Knowledge (ASK) is submitting an application for approval of an open-enrollment charter school. ASK provides a creative, multidisciplinary curriculum of academics that is designed to help children with specific learning disabilities and developmental disorders reach their potential(s).

My child's education is/was being blocked by diagnosed learning differences and/or disabilities. ASK addresses the special needs of students with learning disabilities and developmental disorders.

Following is the story of my child and why I recommend approval of the Academy of Skills & Knowledge as a charter school.

ASK has provided to this community a wonderful school, unlike any other. My [redacted] has been able to bridge the gap. [redacted] Learning style was different, I searched around for a school of this type, all over Texas, I have been very pleased. I think they are an asset to this community, as well as the surrounding communities. Texas needs more of these type of schools. It is my belief that it could prevent high school drop-outs. So many children are never diagnosed as learning disabled - therefore they are frustrated and helpless to society. ASK helps children with many prob-

Name: [redacted] Date: 12-6-98 00060
42

January 2, 1998

Texas Education Agency
Charter School Section

Dear Sirs,

There is a need for a public school with the type of curriculum that is designed for children with learning differences. When a child that is intelligent but learns differently is put in a standard school their grades will be low and their self-esteem will be damaged. These types of children are **AT RISK** of dropping out of school if their needs are not met.

The public school system needs to be working as it was initially intended. That initial intention was for children to have a free education no matter how they learn. If these **AT RISK** children do not do well in the normal public school system then there needs to be an alternative.

The **ACADEMY OF SKILLS AND KNOWLEDGE (ASK)** is just the right kind of school for children with learning differences. Their small classes and curriculum are designed specifically for these intelligent children. They have such insight into what these children need to get their processing functioning so they can truly mainstream back to their neighborhood school.

At this time, the school has to charge tuition. This is such an unnecessary burden on the family. **ASK** needs their Charter approved so there will be no fee to the families. Our hope is one day there will be schools like **ASK** all over America free of charge as it should be.

As a parent of an **ADD** child I felt it necessary to inform you of the needs of these overlooked, **AT RISK** children who often fall through the cracks. I hope that the Texas Education Agency will give this matter considerable thought and approve this Charter for **ASK** since this involves our children of tomorrow. Public schools are paid for by taxpayers and this means all the children of Texas should be represented. No child should have to go through school not getting the particular schooling for their learning ability. Our children deserve the best education possible and for some children **ASK** is the type of school they need.

Sincerely,

[REDACTED]

00061

January 2, 1998

Texas Education Agency
Charter School Section

Dear Sirs,

There is a need for a public school with the type of curriculum that is designed for children with learning differences. When a child that is intelligent but learns differently is put in a standard school their grades will be low and their self-esteem will be damaged. These types of children are **AT RISK** of dropping out of school if their needs are not met.

The public school system needs to be working as it was initially intended. That initial intention was for children to have a free education no matter how they learn. If these **AT RISK** children do not do well in the normal public school system then there needs to be an alternative.

The **ACADEMY OF SKILLS AND KNOWLEDGE (ASK)** is just the right kind of school for children with learning differences. Their small classes and curriculum are designed specifically for these intelligent children. They have such insight into what these children need to get their processing functioning so they can truly mainstream back to their neighborhood school.

At this time, the school has to charge tuition. This is such an unnecessary burden on the family. **ASK** needs their Charter approved so there will be no fee to the families. Our hope is one day there will be schools like **ASK** all over America free of charge as it should be.

As an uncle of an **ADD** child I felt it necessary to inform you of the needs of these overlooked, **AT RISK** children who often fall through the cracks. I hope that the Texas Education Agency will give this matter considerable thought and approve this Charter for **ASK** since this involves our children of tomorrow. Public schools are paid for by taxpayers and this means all the children of Texas should be represented. No child should have to go through school not getting the particular schooling for their learning ability. Our children deserve the best education possible and for some children **ASK** is the type of school they need.

Sincerely,

A large black rectangular redaction covers the signature area, obscuring the name and any handwritten notes.

00062

January 2, 1998

Texas Education Agency
Charter School Section

Dear Sirs,

There is a need for a public school with the type of curriculum that is designed for children with learning differences. When a child that is intelligent but learns differently is put in a standard school their grades will be low and their self-esteem will be damaged. These types of children are **AT RISK** of dropping out of school if their needs are not met.

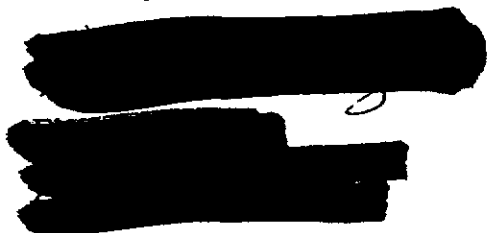
The public school system needs to be working as it was initially intended. That initial intention was for children to have a free education no matter how they learn. If these **AT RISK** children do not do well in the normal public school system then there needs to be an alternative.

The **ACADEMY OF SKILLS AND KNOWLEDGE (ASK)** is just the right kind of school for children with learning differences. Their small classes and curriculum are designed specifically for these intelligent children. They have such insight into what these children need to get their processing functioning so they can truly mainstream back to their neighborhood school.

At this time, the school has to charge tuition. This is such an unnecessary burden on the family. **ASK** needs their Charter approved so there will be no fee to the families. Our hope is one day there will be schools like **ASK** all over America free of charge as it should be.

As an aunt of an **ADD** child I felt it necessary to inform you of the needs of these overlooked, **AT RISK** children who often fall through the cracks. I hope that the Texas Education Agency will give this matter considerable thought and approve this Charter for **ASK** since this involves our children of tomorrow. Public schools are paid for by taxpayers and this means all the children of Texas should be represented. No child should have to go through school not getting the particular schooling for their learning ability. Our children deserve the best education possible and for some children **ASK** is the type of school they need.

Sincerely,

A large black rectangular redaction covers the signature area, obscuring the name and any handwritten notes.

00063

January 2, 1998

Texas Education Agency
Charter School Section

Dear Sirs,

There is a need for a public school with the type of curriculum that is designed for children with learning differences. When a child that is intelligent but learns differently is put in a standard school their grades will be low and their self-esteem will be damaged. These types of children are **AT RISK** of dropping out of school if their needs are not met.

The public school system needs to be working as it was initially intended. That initial intention was for children to have a free education no matter how they learn. If these **AT RISK** children do not do well in the normal public school system then there needs to be an alternative.

The **ACADEMY OF SKILLS AND KNOWLEDGE (ASK)** is just the right kind of school for children with learning differences. Their small classes and curriculum are designed specifically for these intelligent children. They have such insight into what these children need to get their processing functioning so they can truly mainstream back to their neighborhood school.

At this time, the school has to charge tuition. This is such an unnecessary burden on the family. **ASK** needs their Charter approved so there will be no fee to the families. Our hope is one day there will be schools like **ASK** all over America free of charge as it should be.

As a grandmother of an **ADD** child I felt it necessary to inform you of the needs of these overlooked, **AT RISK** children who often fall through the cracks. I hope that the Texas Education Agency will give this matter considerable thought and approve this Charter for **ASK** since this involves our children of tomorrow. Public schools are paid for by taxpayers and this means all the children of Texas should be represented. No child should have to go through school not getting the particular schooling for their learning ability. Our children deserve the best education possible and for some children **ASK** is the type of school they need.

Sincerely,

[REDACTED]

00064

January 2, 1998

Texas Education Agency
Charter School Section

Dear Sirs,

There is a need for a public school with the type of curriculum that is designed for children with learning differences. When a child that is intelligent but learns differently is put in a standard school their grades will be low and their self-esteem will be damaged. These types of children are **AT RISK** of dropping out of school if their needs are not met.

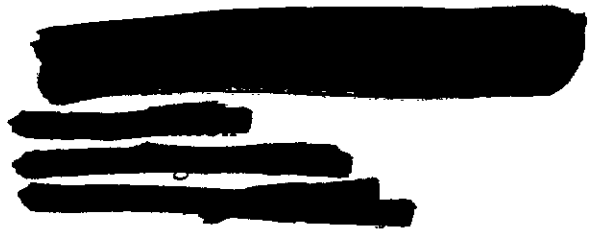
The public school system needs to be working as it was initially intended. That initial intention was for children to have a free education no matter how they learn. If these **AT RISK** children do not do well in the normal public school system then there needs to be an alternative.

The **ACADEMY OF SKILLS AND KNOWLEDGE (ASK)** is just the right kind of school for children with learning differences. Their small classes and curriculum are designed specifically for these intelligent children. They have such insight into what these children need to get their processing functioning so they can truly mainstream back to their neighborhood school.

At this time, the school has to charge tuition. This is such an unnecessary burden on the family. **ASK** needs their Charter approved so there will be no fee to the families. Our hope is one day there will be schools like **ASK** all over America free of charge as it should be.

As an aunt of an **ADD** child I felt it necessary to inform you of the needs of these overlooked, **AT RISK** children who often fall through the cracks. I hope that the Texas Education Agency will give this matter considerable thought and approve this Charter for **ASK** since this involves our children of tomorrow. Public schools are paid for by taxpayers and this means all the children of Texas should be represented. No child should have to go through school not getting the particular schooling for their learning ability. Our children deserve the best education possible and for some children **ASK** is the type of school they need.

Sincerely,

A large black rectangular redaction covers the signature area. Below it, three smaller horizontal black redaction bars are visible.

00065

January 2, 1998

Texas Education Agency
Charter School Section

Dear Sirs,

There is a need for a public school with the type of curriculum that is designed for children with learning differences. When a child that is intelligent but learns differently is put in a standard school their grades will be low and their self-esteem will be damaged. These types of children are **AT RISK** of dropping out of school if their needs are not met.

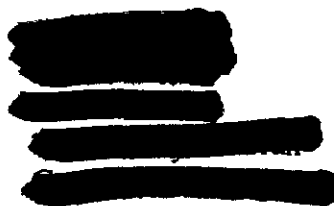
The public school system needs to be working as it was initially intended. That initial intention was for children to have a free education no matter how they learn. If these **AT RISK** children do not do well in the normal public school system then there needs to be an alternative.

The **ACADEMY OF SKILLS AND KNOWLEDGE (ASK)** is just the right kind of school for children with learning differences. Their small classes and curriculum are designed specifically for these intelligent children. They have such insight into what these children need to get their processing functioning so they can truly mainstream back to their neighborhood school.

At this time, the school has to charge tuition. This is such an unnecessary burden on the family. **ASK** needs their Charter approved so there will be no fee to the families. Our hope is one day there will be schools like **ASK** all over America free of charge as it should be.

As a grandfather of an **ADD** child I felt it necessary to inform you of the needs of these overlooked, **AT RISK** children who often fall through the cracks. I hope that the Texas Education Agency will give this matter considerable thought and approve this Charter for **ASK** since this involves our children of tomorrow. Public schools are paid for by taxpayers and this means all the children of Texas should be represented. No child should have to go through school not getting the particular schooling for their learning ability. Our children deserve the best education possible and for some children **ASK** is the type of school they need.

Sincerely,

A signature block consisting of four thick, black horizontal bars that completely obscure the name and any handwritten notes or dates.

00066

ONE CHILD'S STORY

PARENT/GUARDIAN LETTER OF SUPPORT

Brooks Flemister, Senior Director
Texas Education Agency
1701 North Congress Avenue
Austin, TX 78701

TOPIC: Academy of Skills & Knowledge (ASK)
Open Enrollment Charter School Application

The Academy of Skills and Knowledge (ASK) is submitting an application for approval of an open-enrollment charter school. ASK provides a creative, multidisciplinary curriculum of academics that is designed to help children with specific learning disabilities and developmental disorders reach their potential(s).

My child's education is/was being blocked by diagnosed learning differences and/or disabilities. ASK addresses the special needs of students with learning disabilities and developmental disorders.

Following is the story of my child and why I recommend approval of the Academy of Skills & Knowledge as a charter school.

My [redacted] was always in the Gifted & Talented Classes at School but [redacted] performance wasn't measuring up to what we knew [redacted] potential was. [redacted] has ADD which we have treated for years but still [redacted] had problems in school. The ARPI SD didn't feel his problems warranted adaptations to his curriculum even after [redacted] was tested and found to be learning disabled in math. Because [redacted] got passing grades they wouldn't do any changes to help [redacted].

We decided to seek help from ASK as [redacted] was preparing to enter 9th grade. They tested [redacted] to discover [redacted] strengths + weaknesses + have specific materials to help [redacted] with the weak areas.

[redacted] did better at ASK from the start + the 1st + 3rd 6 weeks [redacted] has been on the A+B Honor Roll for the first time since 3rd grade. [redacted] has told us [redacted] amazed at how much work [redacted] gets done at ASK.

Date: 1-8-98

000621
(1/8/98)

There are small classes, no violence on campus, thus less distractions from learning.

Music and art are also important there so
[redacted] becoming more well-rounded in [redacted] knowledge
and experience.

ASK is a great place for learning!

ONE CHILD'S STORY

PARENT/GUARDIAN LETTER OF SUPPORT

Brooks Flemister, Senior Director
Texas Education Agency
1701 North Congress Avenue
Austin, TX 78701

TOPIC: Academy of Skills & Knowledge (ASK)
Open Enrollment Charter School Application

The Academy of Skills and Knowledge (ASK) is submitting an application for approval of an open-enrollment charter school. ASK provides a creative, multidisciplinary curriculum of academics that is designed to help children with specific learning disabilities and developmental disorders reach their potential(s).

My child's education is/was being blocked by diagnosed learning differences and/or disabilities. ASK addresses the special needs of students with learning disabilities and developmental disorders.

Following is the story of my child and why I recommend approval of the Academy of Skills & Knowledge as a charter school.

No question wrenches a mother's heart more than her child asking, "Why is it so hard for me to learn to read? Everyone else seems to be able to do it so easily." [redacted] struggled in public school from Kindergarten through fourth grade, even though [redacted] had very good loving, and supportive teachers. At the end of [redacted] second grade year, [redacted] was tested and diagnosed with ADD and possibly dyslexia. Each night we would spend two to four hours doing homework. [redacted] was very frustrated because [redacted] never had time to play. Each year [redacted] academic skills seemed to lag further behind [redacted] peers. At the beginning of [redacted] fifth grade year we enrolled in ASK. With the small class sizes and varied teaching methods, [redacted] has blossomed. I see much improvement in [redacted] social and academic skills. [redacted] is a much happier child, and I know in my heart that [redacted] is going to reach [redacted] potential. ASK has been a blessing for our family.

Name: [redacted]

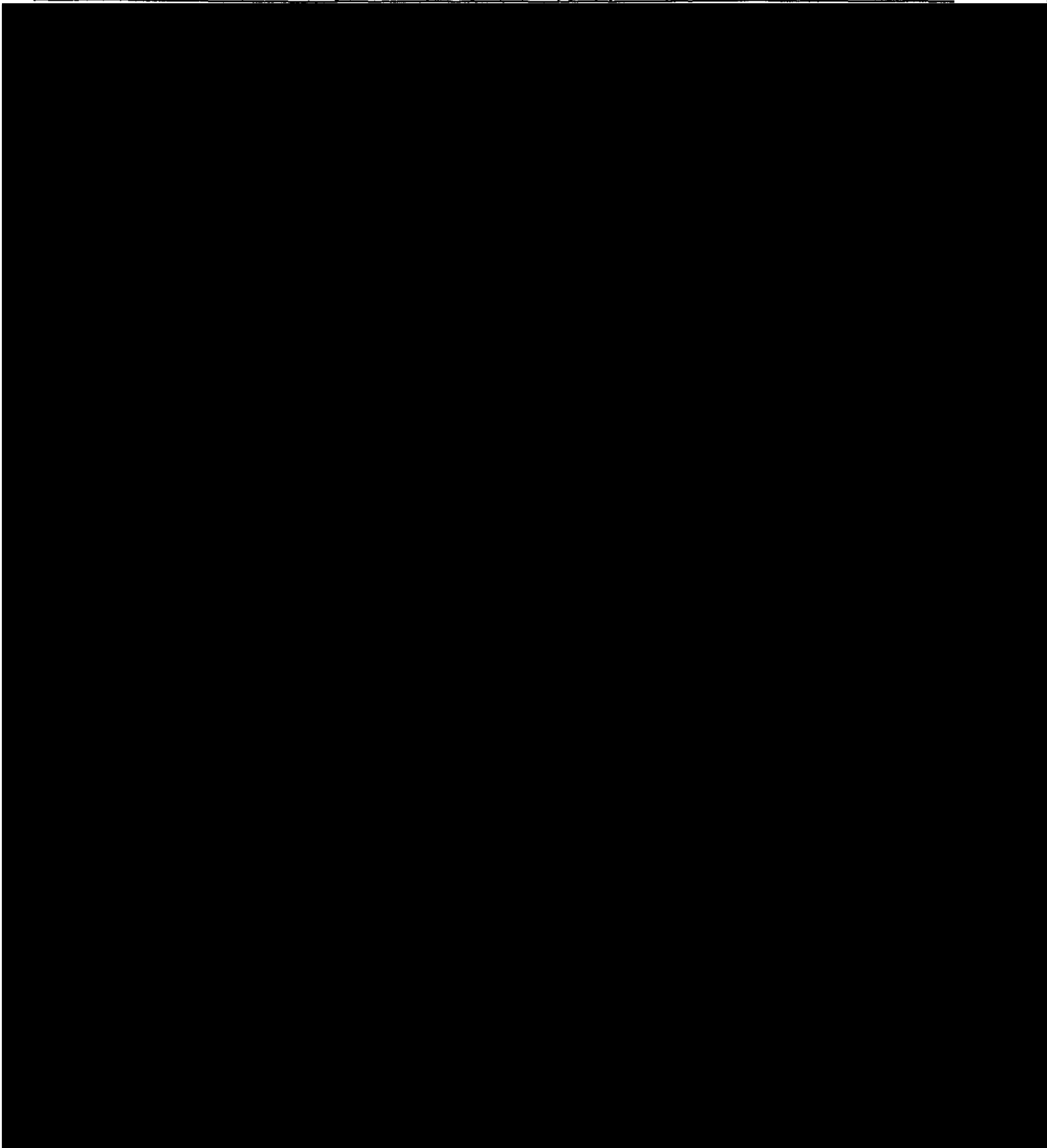
Date: [redacted]

January 7, 1998

00069 ua1

PARENTS AND GUARDIANS PETITION OF SUPPORT PAGE ____

NAME OF PARENT/GUARDIAN CURRENT ISD & CURRENT SCHOOL SHORT COMMENT



Congress of the United States
House of Representatives
Washington, DC 20515-4304

COMMERCE
ENERGY AND POWER
RANKING MINORITY MEMBER
HEALTH AND ENVIRONMENT
FINANCE AND HAZARDOUS MATERIALS
— SCIENCE
SPACE AND AERONAUTICS
ENERGY AND ENVIRONMENT

January 5, 1998

Mr. Brooks Flemister
Senior Director
Texas Education Agency
1701 North Congress Avenue
Austin, Texas 78701

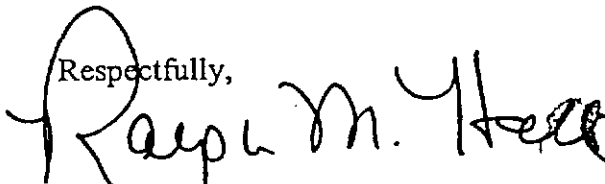
Dear Mr. Flemister:

It has come to my attention that The Academy of Skills and Knowledge is submitting an application to the State Board of Education for consideration for approval of an open-enrollment charter school. Open Enrollment Charters were allowed by Texas Legislation in 1995. I have been advised that in 1997 legislation approved one hundred more charters provided the schools have a policy for the admission of students who are dropouts or at risk students. I have also been advised that all of the students, enrolled in ASK, fall within the "at risk" category based on his/her learning differences.

It is my understanding that ASK offers a creative, multidisciplinary curriculum of academics that is designed to help children with specific learning disabilities and developmental disorders reach their potential. ASK addresses the special needs of a child or children with the I.Q. to function, in a regular school room, whose education is being blocked by diagnosed learning differences and/or disabilities.

It is my hope that the State Board of Education will approve this application to better serve East Texas and the needs of students with learning disabilities and developmental disorders.

With best regards, I am

Respectfully,


Ralph M. Hall
Member of Congress

Please reply to:

2221 RAYBURN HOB
WASHINGTON, DC 20515-4304
(202) 225-6673
(202) 225-3332 FAX
e-mail: [REDACTED]

COOKE COUNTY COURTHOUSE
GAINESVILLE, TX 76240
(817) 668-6370
(817) 668-6478 FAX

104 NORTH SAN JACINTO
ROCKWALL, TX 75087-2508
(972) 771-9118
(972) 722-0907 FAX

119 FEDERAL BUILDING
SHERMAN, TX 75090-5917
(903) 892-1112
(903) 868-0264 FAX

211 FEDERAL BUILDING
TYLER, TX 75702-7221
(903) 597-3729
(903) 597-0726 FAX

00071



TED KAMEL
STATE REPRESENTATIVE
DISTRICT 6

P.O. BOX 2910
AUSTIN, TX 78768-2910
(512) 463-0584
FAX: (512) 463-5896

P.O. BOX 690
TYLER, TX 75710
(903) 597-7898
FAX: (903) 593-0846
email: [REDACTED]

December 30, 1997

Brooks Flemister
Senior Director
Texas Education Agency
1701 North Congress Ave.
Austin, TX. 78701

Dear Mr. Flemister:

The Academy of Skills and Knowledge (ASK) is submitting an application to the State Board of Education for consideration for approval of an open enrollment charter school. In the last session, the Legislature approved 100 more charters as long as the schools have a policy for the admission of students who are dropouts, or at risk students. All of the students, enrolled in ASK, fall within the 'at risk' category based on his or her learning differences.

ASK offers a creative, multi disciplinary curriculum of academics that is designed to help children with specific learning disabilities and developmental disorders reach their potential(s). ASK addresses the special needs of children with the I.Q. to function, in a regular school room whose education is being blocked by diagnosed learning differences and or disabilities.

Approval as a Charter School will allow ASK to better serve East Texas and the needs of students with learning disabilities and developmental disorders. To my knowledge, there have been no other Charter Schools authorized in this area, to serve these types of students.

I encourage the State Board of Education's approval of this application.

Sincerely,

A handwritten signature in cursive script that reads "Ted Kamel".

Ted Kamel

THE TEXAS HOUSE OF REPRESENTATIVES

00072

PUBLIC MEETING NOTICE

A public meeting will be held on January 6, 1998 at 7:00 P.M. at the Academy of Skills and Knowledge located at 225 Winchester, Tyler, Texas. The Academy of Skills and Knowledge is submitting an application to the State Board of Education for consideration for approval of an open-enrollment charter school. The purpose of the meeting is to receive public input and to respond to inquires by interested participants.

PUBLIC MEETING NOTICE

A public meeting will be held on January 6, 1998 at 7:00 P.M. at the Academy of Skills and Knowledge located at 225 Winchester, Tyler, Texas. The Academy of Skills and Knowledge is submitting an application to the State Board of Education for consideration for approval of an open-enrollment charter school. The purpose of the meeting is to receive public input and to respond to inquires by interested participants.



PUBLIC MEETING

Academy of Skills & Knowledge
January 6, 1998 at 7:00 P.M.
225 Winchester, Tyler, Texas

TOPIC: The Academy of Skills and Knowledge is submitting an application to the State Board of Education for consideration for approval of an open-enrollment charter school. The purpose of the meeting is to receive public input and to respond to inquiries by interested participants.

Time	Topic
7:00	Sign In
7:15	Welcome and Introductions
7:20	Orientation - Academy of Skills & Knowledge
7:35	Parent Story
7:40	The Charter School Application
7:45	Questions and Answers
8:00	Coffee or Tea

00074

CAMPUS
225 Winchester
Tyler, Texas 75701

MAILING ADDRESS
P. O. Box 5100, Suite 126
Tyler, Texas 75712

PHONE
903/581-2890
FAX 903/581-1476

D. BUDGET

00075

ACADEMY OF SKILLS AND KNOWLEDGE

Budget Worksheet for Charter Schools

Overview	Object Code	Total
Net Assets at Beginning of Year		<u>118,423.00</u>
Estimated Revenues:		
Local Sources	100,000.00	
State Sources	215,860.00	
Federal Sources	<u>119,654.00</u>	
Other Sources	<u>119,654.00</u>	
Total Estimated Revenues		555,169.00
Estimated Expenses:		
Payroll Costs	6100 385,600.00	
Professional and Contracted Services	6200 79,987.00	
Supplies and Materials	6300 23,730.00	
Other Operating Costs	6400 65,852.00	
Debt Expense	6500 _____	
Total Estimated Expenses		555,169.00
Gains	7950 -0-	
Losses	8950 -0-	
Change in Net Assets		_____
Net Assets at End of Year		_____

00076

**Charter School Budget Categories
Expenses**

	Function Code	Object Code	Total
Instruction:	11		
Payroll Costs	6100	<u>244,500.00</u>	
Professional and Contracted Services	6200	<u> </u>	
Supplies and Materials	6300	<u>5,000.00</u>	
Other Operating Costs	6400	<u>18,704.00</u>	
Debt Expense	6500	<u> </u>	<u>268,204.</u>
Total Instruction			
Instructional Resources and Media Services:	12		
Payroll Costs	6100	<u>18,000.00</u>	
Professional and Contracted Services	6200	<u> </u>	
Supplies and Materials	6300	<u>1,100.00</u>	
Other Operating Costs	6400	<u>1,377.00</u>	
Debt Expense	6500	<u> </u>	
Total Instructional Resources and Media Services			<u>20,477.00</u>
Curriculum Development and Instructional Staff Development:	13		
Payroll Costs	6100	<u> </u>	
Professional and Contracted Services	6200	<u> </u>	
Supplies and Materials	6300	<u>8,800.00</u>	
Other Operating Costs	6400	<u> </u>	
Debt Expense	6500	<u> </u>	
Total Curriculum Development and Instructional Staff Development			<u>8,800.00</u>
Instructional Leadership:	21		
Payroll Costs	6100	<u> </u>	
Professional and Contracted Services	6200	<u>1,800.00</u>	
Supplies and Materials	6300	<u>2,148.00</u>	
Other Operating Costs	6400	<u> </u>	
Debt Expense	6500	<u> </u>	
			00077

1

Total Instructional Leadership			<u>3,948.00</u>
School Leadership:	23		
Payroll Costs	6100	<u>66,000.00</u>	
Professional and Contracted Services	6200	<u>420.00</u>	
Supplies and Materials	6300	<u>400.00</u>	
Other Operating Costs	6400	<u>8,049.00</u>	
Debt Expense	6500	<u> </u>	
Total School Leadership			<u>74,869.00</u>

00078

1

Charter School Budget Categories (Continued)

	Function Code	Object Code	Total
Guidance, Counseling and Evaluation Services:	31		
Payroll Costs	6100	<u>25,500.00</u>	
Professional and Contracted Services	6200	<u> </u>	
Supplies and Materials	6300	<u> 450.00</u>	
Other Operating Costs	6400	<u> 1,950.00</u>	
Debt Expense	6500	<u> </u>	
Total Guidance, Counseling and Evaluation Services			<u>27,900.0</u>
Social Work Services: (Optional)	32		
Payroll Costs	6100	<u> </u>	
Professional and Contracted Services	6200	<u> </u>	
Supplies and Materials	6300	<u> </u>	
Other Operating Costs	6400	<u> </u>	
Debt Expense	6500	<u> </u>	
Total Social Work Services			<u> </u>
Health Services:	33		
Payroll Costs	6100	<u>22,000.00</u>	
Professional and Contracted Services	6200	<u> </u>	
Supplies and Materials	6300	<u> 350.00</u>	
Other Operating Costs	6400	<u> 1,683.00</u>	
Debt Expense	6500	<u> </u>	
Total Health Services			<u>24,033.</u>
Student Transportation: (Optional)	34		
Payroll Costs	6100	<u> </u>	
Professional and Contracted Services	6200	<u> </u>	
Supplies and Materials	6300	<u> </u>	
Other Operating Costs	6400	<u> </u>	
Debt Expense	6500	<u> </u>	
			00079

¹ Total Student Transportation				<u>-0-</u>
Food Services: (Optional)	35			
Payroll Costs		6100	<u> </u>	
Professional and Contracted Services		6200	<u> </u>	
Supplies and Materials		6300	<u> 3,683.00</u>	
Other Operating Costs		6400	<u> 661.00</u>	
Debt Expense		6500	<u> </u>	
Total Food Services				<u> 4,344.00</u>

00080

Charter School Budget Categories (Continued)

	Function Code	Object Code	Total
Co-curricular/Extracurricular Activities: (Optional)	36		
Payroll Costs		6100 _____	
Professional and Contracted Services		6200 _____	
Supplies and Materials		6300 _____	
Other Operating Costs		6400 <u>1,500.00</u>	
Debt Expense		6500 _____	
Total Co-curricular/Extracurricular Activities			<u>1,500.00</u>
General Administration	41		
Payroll Costs		6100 _____	
Professional and Contracted Services		6200 <u>5,705.00</u>	
Supplies and Materials		6300 _____	
Other Operating Costs		6400 <u>14,417.00</u>	
Debt Expense		6500 _____	
Total General Administration			<u>20,122.00</u>
Plant Maintenance and Operations:	51		
Payroll Costs		6100 <u>9,600.00</u>	
Professional and Contracted Services		6200 <u>60,000.00</u>	
Supplies and Materials		6300 _____	
Other Operating Costs		6400 <u>16,611.00</u>	
Debt Expense		6500 _____	
Total Plant Maintenance and Operations			<u>86,211.00</u>
Security and Monitoring Services: (Optional)	52		
Payroll Costs		6100 _____	
Professional and Contracted Services		6200 <u>3462.00</u>	
Supplies and Materials		6300 _____	
Other Operating Costs		6400 _____	
			00081

1	Debt Expense	6500	<u> </u>	
	Total Security and Monitoring Services			<u>3,462.00</u>
	Data Processing Services:	53		
	Payroll Costs	6100	<u> </u>	
	Professional and Contracted Services	6200	<u>800.00</u>	
	Supplies and Materials	6300	<u>899.00</u>	
	Other Operating Costs	6400	<u>300.00</u>	
	Debt Expense	6500	<u> </u>	
	Total Data Processing Services			<u>1,999.00</u>

00082

Charter School Budget Categories (Continued)

	Function Code	Object Code	Total
Community Services: (Optional)	61		
Payroll Costs		6100 <u>1,800.00</u>	
Professional and Contracted Services		6200 <u>300.00</u>	
Supplies and Materials		6300 <u>400.00</u>	
Other Operating Costs		6400 _____	
Debt Expense		6500 _____	
Total Community Services			<u>2,500.00</u>
Fund Raising: (Optional)	81		
Payroll Costs		6100 _____	
Professional and Contracted Services		6200 <u>6,000.00</u>	
Supplies and Materials		6300 <u>600.00</u>	
Other Operating Costs		6400 <u>200.00</u>	
Debt Expense		6500 _____	
Total Fund Raising			<u>6,800.00</u>
TOTAL EXPENSES (All Functions)			<u>555,169.00</u>

00083

E. IRS NONPROFIT STATUS AND RESPONSE LETTER

3044

Form **SS-4**

Application for Employer Identification Number

(Rev. December 1995)
Department of the Treasury
Internal Revenue Service

(For use by employers, corporations, partnerships, trusts, estates, churches,
government agencies, certain individuals, and others. See instructions.)

EIN 75-2651114

OMB No. 1545-0003

► Keep a copy for your records.

Please type or print clearly.

1 Name of applicant (Legal name) (See instructions.)
ACADEMY OF SKILLS AND KNOWLEDGE

2 Trade name of business (if different from name on line 1)

3 Executor, trustee, "care of" name
c/o James R. Cotton, Jr.

4a Mailing address (street address) (room, apt., or suite no.)
17715 CR 223

5a Business address (if different from address on lines 4a and 4b)

4b City, state, and ZIP code
Arn, Texas 75750

5b City, state, and ZIP code

6 County and state where principal business is located
Smith, Texas

7 Name of principal officer, general partner, grantor, owner, or trustor—SSN required (See instructions.) ► **James R. Cotton, Jr. (SS# [redacted])**

8a Type of entity (Check only one box.) (See instructions.)

Sole proprietor (SSN)

Partnership

REMIC

State/local government

Other nonprofit organization (specify) ► **school** (enter GEN if applicable)

Other (specify) ►

Estate (SSN of decedent)

Plan administrator-SSN

Other corporation (specify) ►

Trust

Federal Government/military

Farmers' cooperative

Church or church-controlled organization

8b If a corporation, name the state or foreign country (if applicable) where incorporated

State: **Texas**

Foreign country:

9 Reason for applying (Check only one box.)

Started new business (specify) ► **school**

Banking purpose (specify) ►

Changed type of organization (specify) ►

Purchased going business

Created a trust (specify) ►

Other (specify) ►

Hired employees

Created a pension plan (specify type) ►

10 Date business started or acquired (Mo., day, year) (See instructions.)
May 9, 1996

11 Closing month of accounting year (See instructions.)
December

12 First date wages or annuities were paid or will be paid (Mo., day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (Mo., day, year) ► **April 20, 1996**

13 Highest number of employees expected in the next 12 months. Note: If the applicant does not expect to have any employees during the period, enter -0-. (See instructions.) ►

Nonagricultural	Agricultural	Household
12		

14 Principal activity (See instructions.) ► **education**

15 Is the principal business activity manufacturing? Yes No
If "Yes," principal product and raw material used ►

16 To whom are most of the products or services sold? Please check the appropriate box. Business (wholesale) N/A
 Public (retail) Other (specify) ►

17a Has the applicant ever applied for an identification number for this or any other business? Yes No
Note: If "Yes," please complete lines 17b and 17c.

17b If you checked "Yes" on line 17a, give applicant's legal name and trade name shown on prior application, if different from line 1 or 2 above.
Legal name ► Trade name ►

17c Approximate date when and city and state where the application was filed. Enter previous employer identification number if known.
Approximate date when filed (Mo., day, year) City and state where filed Previous EIN

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Business telephone number (include area code)
(903) 566-7707

Fax telephone number (include area code)

Name and title (Please type or print clearly.) ► **James R. Cotton, Jr., President**

Signature ► **J. R. Cotton, Jr.** Date ► **May 13, 1996**

Note: Do not write below this line. For official use only.

Please leave blank ►	Geo.	Ind.	Class	Size	Reason for applying
					00085

ARTICLES OF INCORPORATION
OF
ACADEMY OF SKILLS AND KNOWLEDGE

FILED
In the Office of the
Secretary of State of Texas
MAY 9 1996

Corporations Act

A corporation under the Texas Nonprofit Corporation Act, Article 1396 of the Texas Revised Civil Statutes, is hereby formed as follows:

1. Name. The name of the corporation is ACADEMY OF SKILLS AND KNOWLEDGE.

2. Nonprofit. The corporation is a nonprofit corporation.

3. Duration. The period of duration of the corporation is perpetual.

4. Purpose. The purpose for which the corporation is organized is to operate an educational institution which offers a creative, multi-disciplinary curriculum of academics that is designed to help children with specific learning disabilities and developmental disorders reach their potential.

5. Registered Agent and Office. The name of the initial registered agent and the street address of the initial registered office of the corporation is JAMES R. COTTON, JR., 17715 CR 223, Arp, Texas 75750.

6. Name and Address of Each Director. The number of directors constituting the initial board of directors is three (3). The names and addresses of the initial directors of the corporation are:

<u>Name</u>	<u>Address</u>
JAMES R. COTTON, JR.	17715 CR 223 Arp, Texas 75750
NORMA E. COTTON	17715 CR 223 Arp, Texas 75750
JEAN FOSTER	300 Alpine Tyler, Texas 75701

7. No Members. The corporation has no members or shareholders.

8. Tax Exempt. It is intended that the corporation be exempt from federal tax under Internal Revenue Code Section 501(c)(3) and that contributions to the corporation be tax deductible under Internal Revenue Code Sections 170(c)(2), 2055(a), and 2522(a). No part of the net earnings of the corporation shall inure to the benefit of any private shareholder or individual except for reasonable compensation for services rendered in

00086

1.3

carrying out the purposes of the corporation and distributions in furtherance of its stated purposes. No substantial part of the activities of the corporation shall consist of carrying on propaganda, or otherwise attempting, to influence legislation, and the corporation shall not participate in, or intervene in, including the publishing or distributing of statements, any political campaign on behalf of any candidate for public office. Upon dissolution of the corporation, the assets of the corporation shall be distributed exclusively to one or more charitable, religious, educational, or scientific organizations which then qualify under Section 501(c)(3) of the Code as selected by the board of directors of the corporation, or if the board of directors fails to make this selection, then as selected by a court of competent jurisdiction in the county in which the principal office of the corporation is then located. Notwithstanding anything to the contrary, (a) the corporation shall not carry on any activities which are not permitted by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or by a corporation contributions to which are tax deductible under Sections 170(c)(2), 2055(a), and 2522(a) of the Code, and (b) if the corporation is a private foundation as defined in Section 509(a) of the Internal Revenue Code, then the corporation is required to make distributions of its income for each taxable year at such time and in such manner as not to subject the foundation to tax under Section 4942 of the Code, and the corporation is prohibited from engaging in any act of self-dealing as defined in Section 4941(d) of the Code, from retaining any excess building holdings as defined in Section 4943(c) of the Code, from making any investments in such manner as to subject the foundation to tax under Section 4944 of the Code, and from making any taxable expenditures as defined in Section 4945(d) of the Code.

9. The name and address of the incorporator is:

CRAIG S. ADAMS

4540 Kinsey Drive
Tyler, Texas 75703-1005



CRAIG S. ADAMS, INCORPORATOR



The State of Texas

Secretary of State

MAY 9, 1996

CRAIG S ADAMS, ADAMS E CUMER PC
4540 KINSEY DR.,
TYLER, TX 75703

RE:

ACADEMY OF SKILLS AND KNOWLEDGE
CHAPTER NUMBER GL399374-01

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,

00088

F. TAX RETURN STATEMENT

BEASON & JACKS
CERTIFIED PUBLIC ACCOUNTANTS

David M. Beason, CPA, CIA
Karen A. Jacks, CPA
Peggy J. Lantz, CPA
Vickie L. Benbow, CPA

Mrs. Jean Foster
The Academy of Skills & Knowledge
225 Winchester
Tyler, Texas 75712

RE: Annual Information Return for Nonprofit Organization

Dear Mrs. Foster:

This letter will confirm that we have been engaged by The Academy of Skills and Knowledge to perform year-end accounting services and to prepare its Form 990, Annual Return of Organization Exempt from Tax, for the initial annual operating cycle of the organization.

We anticipate that these services will be completed on or before February 6, 1998.

Please feel free to contact me if you need additional information.

Sincerely,

Karen A. Jacks

Karen A. Jacks, CPA

903-295-8811

1800 N.W. Loop 281, Suite 310 • P.O. Box 3167
Longview, Texas 75606 • Fax: 903-295-8815

903-845-4533

206 E. Upshur • P.O. Box 909
Gladewater, Texas 75647 • Fax: 903-845-2193

00090

G. BOARD MEMBERS

ACADEMY OF SKILLS AND KNOWLEDGE

BOARD OF DIRECTORS

Dr. James Cotton
17715 CR 223
Arp, TX 75750
903 566-7707
President of Board

Mrs. Norma Cotton
17715 CR 223
Arp, TX 75750
903 566-7707
Vice-president of Board

Willetta Jean Foster
300 Alpine
Tyler, TX 75701
903 593-5638
Secretary-Treasurer of Board
Director of ASK

T. G. Davis
Sabine at Sycamore
Carthage, TX 75633
903 693-0660

Raymond Krueger
Jerry's Flowers
121 E. Front St.
Tyler, TX 75702
903 595-3651

Bob Wollard
1123 Waterford CT.
Tyler, Texas 75701
903 561-1873

H. ASK BROCHURES

◆ ASK has an "open"
admission(s) policy
and welcomes inquiry
from individuals that
reside in cities other
than Tyler.

◆ For further
information:
Phone 903/581-2890
FAX 903/581-1476

◆ Academy of Skills
and Knowledge
(ASK) does not
discriminate against any
individual for any reason
including race, gender,
religion and culture.



Introducing
ACADEMY OF SKILLS AND KNOWLEDGE

**225 Winchester
Tyler, Texas 75701**

"AN ALTERNATIVE CHOICE FOR EDUCATION"

00094

◆ Academy of Skills and Knowledge (ASK) offers a creative, multidisciplinary curriculum of academics for grades 3 through 8. The program is designed to help children with specific learning disabilities and/or developmental disorders attain their intellectual potentials.

Curriculum addresses the state mandated essential elements for all subjects as well as offers classes in cognitive skill and motor skill development.

- ◆ Small teacher/student ratio
- ◆ Individualized programs in all subjects to "plug holes" in facts/data not usable from previous grade levels
- ◆ Intra-school teams to develop the ability to work with others, both peers and older/younger grades

Program for each student includes:

- ◆ READING (Scottish Rite program for lower grades and upper grades)
- ◆ MATH taught with manipulatives to attain conceptual understanding as well as math facts
- ◆ LANGUAGE ARTS includes writing, literature, grammar, and spelling
- ◆ SOCIAL STUDIES / HISTORY exploration via a time line so people, places and events have association with one another rather than isolated facts
- ◆ SCIENCE for understanding of basic concepts for all higher level study
- ◆ MUSIC through theory study and performance
- ◆ ART with multimedia experience
- ◆ PHYSICAL EDUCATION establishing basic physical skills for multiple sports, individual or team
- ◆ COMPUTER CLASSES for basic use as well as academic supplement
- ◆ SKILLS CLASSES to develop cognitive processing

Services to children, teens, and adults outside the ASK staff and student body include:

- ◆ Motor screening / assessments for ages 2-84 years
- ◆ SOI testing for K through adults
- ◆ Professional Development workshops throughout the year
- ◆ Parent Education workshops throughout the year

Mission Statement for Academy of Skills and Knowledge (ASK):

◆ Staff, students, and parents will share in the commitment toward the spiritual, mental, and physical education of students so that the academic standards that are necessary to achieve in the mainstream educational setting, as well as the skills that are required to ultimately contribute constructively to many enterprises in the adult world, may be successfully accomplished.

◆ ASK has an "open"
admission(s) policy
and welcomes inquiry
from individuals that
reside in cities other
than Tyler.

◆ For further
information:
Phone 903/581-2890
FAX 903/581-1476

◆ Academy of Skills
and Knowledge
(ASK) does not
discriminate against any
individual for any reason
including race, gender,
religion and culture.



Introducing
ACADEMY OF SKILLS AND KNOWLEDGE

225 Winchester

Tyler, Texas 75701

"AN ALTERNATIVE CHOICE FOR EDUCATION"

00096

Philosophy



Academy of Skills and Knowledge (ASK) offers a creative, multidisciplinary curriculum of academics that is designed to help children with specific learning disabilities and developmental disorders reach their potential(s).



Knowledge and a love of learning are among the most precious gifts society can give its children.



ASK will take steps to reinforce and emphasize to young people the personal rewards and long-term benefits of academic and intellectual achievement, cultural enrichment, hard work, and perseverance.

Because global competition demands a highly skilled and knowledgeable work force, schools are responsible to teach not only basic skills and knowledge, but a more sophisticated way of thinking, communicating, and solving problems.



ASK will hold every child to the same high standards necessary to succeed in the adult world. Every child, however, will receive the support and assistance he or she needs to reach those standards.

Democracy in the modern era depends on a thoughtful and well-educated citizenry.



ASK will attempt to cultivate in students an understanding of the arts and humanities and to instill in young people an appreciation of the nation's heritage and democratic principles.



Mission Statement for Academy of Skills and Knowledge (ASK):
Staff, students, and parents will share in the commitment toward the spiritual, mental, and physical education of students so that the academic standards that are necessary to achieve in the mainstream educational setting, as well as the skills that are required to ultimately contribute constructively to many enterprises in the adult world, may be successfully accomplished.

00097

71.6

I. VITA OF ASK DIRECTOR

VITA

WILLETTA JEAN FOSTER
300 Alpine
Tyler, Texas 75701
(903) 593-5638

MARITAL STATUS: Widow [REDACTED]

EDUCATION

Graduated Tyler High School, 1957
Associate of Arts, 1959 Summa cum laude
Tyler Junior College
Bachelor of Science, 1961 with honors
Texas Woman's University, Denton, TX
Graduate Work
Texas Woman's University, Denton, TX

CAREER

1961 - 1963	Private music teacher (piano, voice, theory, instruments of the orchestra, guitar, and banjo), Fort Worth, TX
1963 - 1966	Apartment manager, Houston, TX
1966 - 1991	Private music teacher, Houston, TX
1965 - 1967	Director of Music, West University Methodist Church, Houston, TX
1979 - 1984	Coordinator of Fine Arts and teacher of developmental skills, Palmer Montessori School, Houston, TX
1983 - 1988	Partner, clinician, program director Academic Skills Services, Inc., Houston, TX
1984 - 1991	Lower School music teacher, Duchesne Academy of the Sacred Heart, Houston, TX
1969 - Present	Clinician / consultant, Public and private schools, professional organizations, state and federal agencies
1988 - Present	Clinician / consultant / author for Education Media, Ltd., Houston, TX
1989 - 1990	Music teacher for School for Young Children at University of St. Thomas, Houston, TX
1989 - 1991	Music and developmental skills teacher for Presbyterian School, Houston, TX
1991 - Present	Developer of screening programs and growth programs for developmental skills for public and private schools.
1991 - Present	Private music teacher Developer of 8 albums for developmental skills Developer of Mrs. Foster's MusicMakers Vol. I, a curriculum program combining skill growth with study of rhythm and beat in music Developer of Developmental Assessment (Testing instrument for developmental skills) Clinician for workshop accredited under career ladder program for 6 hours of credit by the Texas Education Agency Author and developer of video, <i>I Can Run, I Can Read</i> for Education Media, Ltd.

1994-96 Instructor Univ. of Texas at Tyler, Texas.

CLINICIAN AND CONSULTANT FOR:

Southern Association for the Education of Young Children
Association for Children with Learning Disabilities
Texas Association for the Education of Young Children
Texas Association of Baptist Schools
Association of Independent Schools
Methodist Weekday Schools
Presbyterian Schools
Headstart Training
International Year of the Child
Tennessee Association for the Education of Young Children
Governor's Committee on Cultural Education for Children in North Carolina
Texas Education Agency in Special Education
Atlantic Coast Conference for Special Education

HONORS AND AWARDS

1986 Exchange Club of Houston - Book of Golden Deeds Recipient
1997 Named to *Who's Who Among American Women*

PROFESSIONAL AND PERSONAL REFERENCES

Newt Vannamann
Van Business Services
6960 Ardmore
Houston, TX 77054
(713) 741-6321

Mrs. Golda Marks
3001 Albans
Houston, TX 77005
(713) 664-1973

Ms. Margaret Gill
315 Alpine
Tyler, TX 75701
(903) 593-9841

Mr. Ken Parker
Neo-Chem Corp.
4828 Loop Central Dr., #120
Houston, TX 77081
(713) 661-8335
(713) 827-7774

Mr. Robin Brian
1024 W. 10th Street
Tyler, TX
(903) 592-0573

Sister Kathleen Dolan
Duchesne Academy of the Sacred Heart
10202 Memorial Drive
Houston, TX 77024-3299
(713) 468-8211

Dr. Betty Baxter
Presbyterian School
5300 Main
Houston, TX 77004
(713) 520-0284

Mr. Mel Glasscock
Texas Aromatics
P.O. Box 22143
Houston, TX 77227
(713) 520-8020
(713) 526-3046

Dr. Glen French
403 Blackjack
Palestine, TX 75801
(903) 729-8519

00100

J. RESUMES OF PROFESSIONAL STAFF

RESUME

NAME: Tammy Fowler
ADDRESS: 11188 Thousand Pine
Frankston, Texas 75763
PHONE: (903) 876-2739 (home)
(903) 793-3764 (work)

BIRTHDATE: [REDACTED]
MARITAL STATUS: Married
S.S. NUMBER: [REDACTED]

PERSONAL INFORMATION

Cheerful, outgoing personality; dependable, cooperative worker; very interested in working within the education system and with students in an environment that promotes a challenge; participated in various volunteer activities and programs; excellent health; and computer experience in Windows and Word Perfect.

EDUCATION

University of Texas at Tyler, Teacher Certification
Tyler, Texas
Completed: December 1995 GPA: 3.85
Secondary Education
Certification: Composite Social Studies

University of Texas at Tyler/ETI-Smith County Alternative Cooperative Schools
Tyler, Texas
Internship Program
January 1996 - July 1996

Henderson State University; BA in Liberal Arts
Arkadelphia, Arkansas
Graduated: May 1989 GPA: 3.25
Major: History/ Political Science
Minor: Sociology/Psychology

White Hall High School
Pine Bluff, Arkansas
Graduated: May 1985 GPA: 3.93
Honor Graduate

HONORS AND AWARDS

High School: Honor Graduate; National Honor Society; Honor Roll; Beta Club; and Drama Club.

College: Recipient of Olin Carr Chambers Scholarship; President and Dean's List; and Member of Henderson State University Alumni Association.

EXPERIENCE

ETI - Alternative Cooperative Schools
2210 Frankston Highway
Tyler, Texas 75701
(903) 597-8131

January 1995 - Present
Title: Instructor
Duties: Teach and monitor students with CCP curriculum with mastery; maintain attendance; maintain classroom management and discipline; teach summer school; teach and monitor AEP classroom; and taught preemployment training.

South Central Career College
1614 Brentwood Drive
Pine Bluff, Arkansas 71602
(501) 535-6800

January 1993 - March 1994
Title: Instructor
Duties: Taught Career Development I & II,
English Composition; Business Mathematics;
Oral Communications, Personal Finance; and
Business Correspondence.

Title: Career Service Director
Duties: Counsel students with career and
financial opportunities and work search.

South Central Career College
1614 Brentwood Drive
Pine Bluff, Arkansas 71601
(501) 535-6800

February 1990 - March 1992
Title: Admissions Representative
Duties: Recruit and enroll students for
vocational training; maintain computerized
weekly records and reports; counsel students
in areas of financial and career decisions.

REFERENCES

Tanya Atwood, Supervisor of Internship
University of Texas at Tyler
2918 Anita Lane
Tyler, Texas 75701
(903) 566-8051

Tom Gregory, Professor - Classroom Management and Discipline
University of Texas at Tyler
3237 Keaton
Tyler, Texas 75701
(903) 592-1578

Ernestine Bivins, Administrator and Mentor
ETI - Alternative Cooperative Schools
2210 Frankston Highway
Tyler, Texas 75701
(903) 597-8131

* Additional information available upon request.

00103

Patricia A. Curtis

2040 Neeley Street
Tyler, Texas 75701
(903) 595-5527

Summary

Highly motivated professional with four years teaching experience at elementary level; two years working with students with emotional disturbances and behavioral disorders; and five years banking experience utilizing my teaching background.

- Strong organizational abilities.
- Exceptional interpersonal skills.
- Degree in education.

Experience

1995 - Present

Tyler Independent School District, Tyler, Texas

Special Education Aide

- Provide daily instruction for students with emotional disturbances.
- De-escalation of students behavior in crisis situations.
- Resource for teachers in dealing with students with emotional disturbances.

Behavioral Training Assistant

- Conduct behavioral observations and assist in developing behavior management plans.
- Supervision and instruction of special education students.
- Provide support for classroom teacher in dealing with specific problem behaviors.
- Training and certification in crisis prevention and intervention.

1993 - 1995

Bank One, Tyler, Texas

Teller

- Process customer transactions, cross-sell bank products.

1988 - 1993

South Shore Bank, Quincy, Massachusetts

- Five years of progressive experience in banking including responsibility for training new tellers and positions in customer service and branch management.

1987 - 1988

Pascagoula School District, Mississippi

Volunteer Full-time Assistant Teacher in gifted elementary program

- Assisted in planning, instructing and evaluating gifted students in grades three through six.

1983 - 1987

Hertfordshire School District, Hertfordshire, England

Elementary Teacher

- Developed and implemented curriculum for elementary level students.
- Acquired additional qualifications through completion of courses to further academic development and knowledge of the curriculum.
- Teacher representative on P.T.A. and liaison with parents.

Education

University of Texas at Tyler, Tyler, Texas

Requirements for teacher certification in Texas will be completed in August 1997

New England Banking Institute, Boston, Massachusetts

Certificate in Branch Management, *with honors*, June 1993

00104

Nene College, Northhampton, England

Bachelor of Education Degree, *with credit*, July 1983

- Education degree included early childhood, language development, math and science, physical education, humanities, art and design. Majored in education and history with a minor in psychology and reading development.

MARIE ELIZABETH WYLIE STYRON

5421 Reagan Street
Tyler, Texas 75707
(903) 561-1992

PROFESSIONAL OBJECTIVE

To seek a professionally challenging position which will utilize my solid training and experience in Elementary and Special Education.

EDUCATIONAL BACKGROUND

Master of Science Degree in Elementary Education
August, 1979, East Texas State University - Commerce, Texas
Endorsement in Early Childhood/Special Education

Alphabetic Phonics Training-Southwest Multi-Sensory Training Center (1992-1995)

Bachelor of Science Degree in Elementary Education
May, 1976, Abilene Christian University - Abilene, Texas
Minor: Psychology, EMR Endorsement

HONORS: Member of Kappa Delta Pi Honor Society

MEMBERSHIPS

Association of Texas Professional educators
HONORS: President Region 8, ATPE (1980-81)

PROFESSIONAL WORK EXPERIENCE

August 1993-1991
Hughes Springs I.S.D.
Hughes Springs Texas
Hughes Springs Elementary School
Early Childhood/Special Education Instructor

August 1977-
May 1982
Daingerfield I.S.D.
Daingerfield, Texas
West Elementary School
Early Childhood/Special Education Instructor

August 1976-
June 1977
Boles Homes I.S.D.
Quinlan, Texas
Resource K-11th grade (Self-Contained)

00105

April 1974-
August 1978

Abilene State School
Abilene, Texas
MHMR Aide for Severe/Profound Mentally
Retarded Clients

August 1991-
May 1992

Substitute Teachings

June 1992-
May 1994

Second Grade Teacher/Phonics Instructor

August 1994-
January 1995

Substitute Teaching

January 12, 1995-
Present

Chapel Hill L.S.D.
Tyler, Texas
At-Risk/504/Dyslexic Instructor
(6,7,8th Grade)

PERSONAL

Date of Birth: [REDACTED] - Widowed - [REDACTED]

PROFESSIONAL AND PERSONAL REFERENCES AVAILABLE UPON
REQUEST.

00106

Erin E. McCord

702 Marvin Hancock #28
Jasper, TX 75951
(409) 383-0490

OBJECTIVE To obtain an Elementary teaching position with an emphasis in special education.

EDUCATION

July 1991 - May 1996

Stephen F. Austin State University
Nacogdoches, TX
BSIS Education Degree in May 1995
★Financed 100% of Education

Sept. 1990 - May 1991

Maria College
Albany, NY
Liberal Arts Emphasis
AAS in May 1991

CERTIFICATIONS

Elementary Education

- Special Education, First Teaching Field
- Reading, Second Teaching Field

EXPERIENCE

Aug. 1995 - May 1996

Jasper Independent School District

Resource Teacher

- Taught sixth grade resource math and seventh and eighth grade resource reading
- Developed programs for educationally challenged students
- Involved in students extracurricular activities

Feb. 1995 - May 1995

Central Heights Elementary School

Student Teacher

- Instructed students for a ten week period
- Developed curriculum and activities for fourth through sixth grade resource students
- Taught first grade students standardized state skills

Aug. 1993 - Sept. 1994

Stephen F. Austin Disabled Student Services

Personal Assistant

- Assisted disabled students with academic course work by taking notes in their classes
- Organized students lecture notes

Sept. 1991 - May 1993

Brookshire Brothers

Cashier

- Supplied on-floor assistance to customers with merchandise selection
- Responsible for personal revenue drawer
- Contributed to store up-keep and appearance

Oct. 1987 - Aug. 1989

Peanut Shack

Assistant Manager

- Performed retail managerial duties
- Responsible for in-store operations
- Assessed daily inventory
- Scheduled work shifts for other employees

00107

R E S U M E

EVELYN RUTH MOORE
10645 Fm Rd 2767
TYLER, TX 75708

TELEPHONE (903) 597-8750

SS# [REDACTED]

EXPERIENCE

- 1969 - 1976 Owned and operated a beauty salon - handled all bookkeeping functions; payables, receivables, payroll, etc. Responsible for all inventory and purchasing.
- 1976 - 1983 Co-owner in a welding and construction business. Duties entailed all financial accounting duties consisting of accounts payable and receivables payroll, state and government taxes, quotes, purchasing and inventory control.
- 1983 - 1990 Owned and operated two beauty salons. Handled all phases of bookkeeping functions, inventory control, purchasing, receiving and personnel management.
- 1990 - 1994 Worked as a teacher's aide for Whitehouse Ind. School on a substitute bases. Working with Pre-K, Kindergarten, first, second, and third grades.

EDUCATION

Sulphur Bluff High School - Graduated 1954
Barrow Beauty School - Licensed by State of Texas
1969

ORGANIZATIONS and CLUBS

Daughters of the Nile - Queen 1992-1993
Shrine Auxiliary - Past President
Sharon Shrine Temple - Potentate's Lady - 1995

HOBBIES

Sewing, Cooking, and flower arranging.

PERSONAL REFERENCES


Available on Request

COMMENT

I feel with my past experience, my earnest desire to achieve, my organizational skills, I would be an asset to any organization. I assume responsibility well and work well with others or with little supervision.

00108

Ann Rebecca Ortiz
8225 Purdue Drive
Tyler, Tx., 75703


903-534-5671
10-27-49

EDUCATION

A.A., Accounting
1969

Allegheny Community College
Cumberland, Md.

B.A., Early Childhood
1977

Methodist College
Fayetteville, N.C.

M.Ed., Reading
1992

University of Texas
Tyler, Tx.

Motor Development Cert.
1996

University of Texas
Tyler, Tx.

TEACHING EXPERIENCE

Third Grade
1978-1985
Left to adopt and raise child.

St. Ann's School
Fayetteville, N.C.

Student Teaching Practicum
1992

Tyler Junior College
Tyler, Tx.

Reading-Writing Instructor
1993
Remedial program terminated.

Lon Morris College
Jacksonville, Tx.

Substitute teacher, Chapel Hill and Tyler School Districts
1995-1994

RELATED EXPERIENCE

1986 Volunteer tutor, G.E.D. Program, Cumberland, Md.
1987 Volunteer tutor, Appalachian Reading Council, Cumberland, Md.
1993 Laubach tutor, Literacy Council of Tyler
Presently involved with volunteer work at St. Gregory School and
occasional tutoring.

REFERENCES

00109

Melody Self
9594 FM 344 E
Tyler, Texas 75703
(903)839-7968

OBJECTIVE

A teaching position in Interdisciplinary Studies in an Elementary School that will benefit from my skills in teaching and classroom management.

WORK HISTORY

Chapel Hill ISD - Chapel Hill Middle School
Eighth Grade Art Teacher
August 1995 - Present

Bullard ISD - Tyler ISD, Whitehouse ISD
Substitute Teacher
August 1994 - May 1995

Whitehouse ISD - Mozelle Brown Elementary
Paraprofessional
Second Grade Star Program
August 1993 - May 1994

Whitehouse ISD - Mozelle Brown Elementary School
Student Teacher
January - May 1992

Sears - Broadway Square Mall
Sales Associate
September 1988 - December 1991

EDUCATION

Bachelor of Science in Interdisciplinary Studies
The University of Texas at Tyler - May 1992
Certification: State of Texas - Elementary Education
Specialization: Art and Reading - Grades 1-8
Major: Art Minor: Reading

Associate in Arts
Tyler Junior College - August 1989

00111

AWARDS/COMMUNITY SERVICE

Austin Honors Art Award
Second Lieutenant J.R.O.T.C.
Drill Team Commander J.R.O.T.C.
Who's Who in American High Schools
Private Tutoring - Reading
Artist - Community Wall and Church Murals
Designed Posters for the French Quarter Shopping Center
Designed PTA and Open House Brochures for Whitehouse ISD
Teacher - Sunday School and Vacation Bible School

REFERENCES

<i>Kay Kendrick, Teacher</i>	<i>Angie Tucker, Teacher</i>
<i>Chapel Hill Middle School</i>	<i>Mozzelle Brown Elementary School</i>
<i>2642 Old Omen RD</i>	<i>CR 118</i>
<i>Tyler, Texas 75701</i>	<i>Bullard, Texas 75757</i>
<i>(903) 566-4646</i>	
<i>Tom Luce, Principal</i>	<i>Curtis Willimas, Asst. Principal</i>
<i>Whitehouse Elementary School</i>	<i>Whitehouse Intermediate School</i>
<i>2116 Miller</i>	<i>701 Shiloh</i>
<i>Tyler, Texas 75701</i>	<i>Tyler, Texas 75703</i>
<i>(903) 839-5610</i>	<i>(903) 581-5941</i>
<i>Bennie Portwood, Pastor</i>	
<i>1060 FM 344 E</i>	
<i>Whitehouse, Texas 75791</i>	

00112

Eric Rob Compton
2906 South Donnybrook
Tyler, TX 75701
Home: (903) 592-1056
Work: (903) 531-3740

OBJECTIVE

To obtain a position teaching where my knowledge of Social Studies and Geography will be of value.

EXPERIENCE

August 1994
to present

Seventh Grade Social Studies Teacher/ Athletic Coach
Tyler Independent School District Tyler, TX

Prepare students with a knowledge of Texas history.
Teach student athletes discipline and respect for each other through football, basketball, and track.

February 1994
to August 1994

Substitute Teacher
Tyler Independent School District Tyler, TX

February 1994
to August 1994

Grocery Store Clerk
Brookshire's Grocery Store Tyler, TX

September 1993
to February 1994

Grocery Store Courtesy Clerk/ Checker
Brookshire Brothers Grocery Store Nacogdoches, TX

July 1989
to May 1991

Grocery Store Courtesy Clerk
Brookshire's Grocery Store Palestine, TX

Summers of
Worker
1986 to 1992

Forklift Driver, Maintenance Personnel. and Assembly Line
Murray/ Division of Moog Automotive Palestine, TX

EDUCATION

University of Texas at Tyler Tyler, TX
(1996) Continuing education.

Stephen F. Austin State University Nacogdoches, TX
(1991-1993) Bachelor of Arts with emphasis on History and Political Science

Trinity Valley Community College Palestine, TX
(1989-1991) Associate in Arts

E.C. Certification for Remediation and Screening of Remediation Skills
Certification in Secondary Education for the State of Texas

PERSONAL
collecting;
DATA

Hobbies include weight lifting, cycling, reading, and coin
Excellent health; willing to relocate

00113

Josephine (Faggett) Coleman

3410 Morrison St.
Longview, TX 75602

Telephone
903/757-5138

**CAREER
OBJECTIVE**

To affiliate with an organization which offers the opportunity of making maximum use of my training, experience, and skills in Business Administration.

EXPERIENCE

Educational Technology: Seven years of providing Lab instruction to elementary aged students of varying abilities in setting(s) of individual, group and class instruction. Job responsibilities also included previewing software for purchase and reviewing individual student reports for determining effectiveness of product(s) based on student progress.

Instructional Assistance: Four years of providing individual and group instruction based on elementary and middle-school students' Individual Education Plan(s) for students who ranged in functioning abilities from mental retardation to learning disabled, including special education students who received instruction in the mainstream setting.

Data Entry: Responsible for entering accurate data, in a timely and precise manner, so that orders to be filled for merchandise stores could be done with expedience. Therefore all merchandise, that was provided by various vendors, required computer labeling that indicated quantity and date received

Inventory Control: Responsible on a daily and quarterly basis for determining goods that merchandise stores had in stock at the time of inventory so that appropriate requests for merchandise could take place. This was crucial to determining alternate methods for filling orders for all stores within the merchandiser's chain of ownership.

00114

Cashier: Promoted to the position of head cashier as a result of accuracy in balancing daily register tallies.

Training: When working in the retail industry, responsible for training new employees. In the educational setting, required to provide technology training, leadership and crisis consultation (trouble shooting) to lab managers that were hired. Also responsible for providing teachers' with suggestions for activities for providing extension of instruction, that occurred in the computer lab, in a classroom setting.

Community Relations: Responsible for "navigating" neighborhoods for the purpose of supporting families in their efforts to define the needs and goals of their neighborhood and to promote the upward mobility of all citizens through encouraging resilience and empowerment.

Enterprise:

PLANT SYSTEMS : Design and maintain interior aesthetic enhancement of homes and businesses with live plants.

COLEMAN & COMPANY: Catering for social and professional events on both small and large scales.

TECHNOLOGY: Experience with a variety of multi-media technology, including the following:

1. IBM-CRT and all printers utilizing IBM CPU's.
2. Macintosh IICI and Macintosh SE. (Networking and Stand Alone).
3. Multi-line phone system.
4. Laser Disc Player.
5. Overhead Projector.
6. Camcorder.
7. Production of instructional materials (overhead transparencies, video-tape editing, etc.).

**WORK
HISTORY:**

VISTA (Volunteers In Service To America)
903 San Jacinto, Suite#130
Austin, TX 78701-2450
512/916-5671
Contact: Leroy Minor

Position: Neighborhood Navigator
December 1994-

00115

Longview ISD
209 Glen Dr.
Longview, TX 75602
903/758-5781
Contact: Charles Newhouse

Position: Computer Lab Manager
August 1988- January 1995

Safeway Stores, Inc.
9111 Garland Rd.
P. O. Box 266
Dallas, TX 75221
214/840-7111

Position: Office Clerk
February 1977 - April 1987

Longview ISD
P. O. Box 3268
Longview, TX 75606
903/753-0206

Position: Instructional Assistant
August 1972-August 1976, December 1987-August 1988

Gibson Discount Center
2011 S. Mobberly Ave.
Longview, TX 75602

Position: Cashier
1969-1972

PERFORMANCE HISTORY

Attendance: Exemplary (punctual) attendance with rare occasion(s) of absenteeism.
Interpersonal: Positive working relationship(s) with supervisor(s) and co-workers. Volunteered to work on committees for special interest activities such as Pubic School Week, Staff Morale, Campus Site-Based Decision Making Committee, PTA Treasurer.

00116

Organizational Skill(s): Exhibited ability to perform task in a timely manner in order to meet job requirements for report(s) completion.

Motivation: Demonstrated consistent (self-directed) efforts to improve personal overall job performance as well as contributing to the campus plan for improvement.

EDUCATION

Mary C. Womack High School
Longview ISD
Longview, TX
Diploma Awarded: 1965

Tyler Jr. College
Tyler, TX
Sociology/History
1965-1966

Stephen F. Austin State University
Nacogdoches, TX
Certification Training for Instructional Assistant - 1976

CONTINUING EDUCATION

Texas Department of Health - 1985
Home Health Aide

Restaurant Management Development Program - 1988
Church's Fried Chicken, Inc.

Community Leadership Training - 1994
New East Texas Foundation
Tyler, TX

Community Development Training - 1996
Community Development Institute
University of Central Arkansas
Conway, Arkansas

REFERENCES:

Excellent references are available upon request.
Job Performance Evaluation(s) are available and reflect (consistent) commendable performance.

SPECIAL SKILLS:

In addition to objective skills as reflected by Job Performance Evaluations, other work habits include creativity, flexibility and perseverance.

PERSONAL:

Excellent physical health.

Divorced.

No natural children, but intimately involved with children in my extended family and in the community.

January 2, 1998

Texas Education Agency
Charter School Section

Dear Sirs,

There is a need for a public school with the type of curriculum that is designed for children with learning differences. When a child that is intelligent but learns differently is put in a standard school their grades will be low and their self-esteem will be damaged. These types of children are **AT RISK** of dropping out of school if their needs are not met.

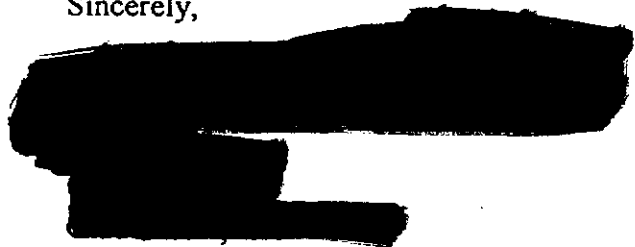
The public school system needs to be working as it was initially intended. That initial intention was for children to have a free education no matter how they learn. If these **AT RISK** children do not do well in the normal public school system then there needs to be an alternative.

The **ACADEMY OF SKILLS AND KNOWLEDGE (ASK)** is just the right kind of school for children with learning differences. Their small classes and curriculum are designed specifically for these intelligent children. They have such insight into what these children need to get their processing functioning so they can truly mainstream back to their neighborhood school.

At this time, the school has to charge tuition. This is such an unnecessary burden on the family. **ASK** needs their Charter approved so there will be no fee to the families. Our hope is one day there will be schools like **ASK** all over America free of charge as it should be.

As a grandparent of an **ADD** child I felt it necessary to inform you of the needs of these overlooked, **AT RISK** children who often fall through the cracks. I hope that the Texas Education Agency will give this matter considerable thought and approve this Charter for **ASK** since this involves our children of tomorrow. Public schools are paid for by taxpayers and this means all the children of Texas should be represented. No child should have to go through school not getting the particular schooling for their learning ability. Our children deserve the best education possible and for some children **ASK** is the type of school they need.

Sincerely,

A large black rectangular redaction covers the signature and name of the sender.

00119

*** TX REPORT ***

CHARTER
CONTINGENCIES

ASK

TRANSMISSION OK

TX/RX NO 4147
CONNECTION TEL 919035811476
SUBADDRESS
CONNECTION ID ASK
ST. TIME 02/18 16:36
USAGE T 02'27
PGS. 4
RESULT OK

TEA/FAX TRANSMITTAL FORM

CHARTER SCHOOLS

**TEXAS EDUCATION AGENCY
DEPARTMENT OF SCHOOL/COMMUNITY SUPPORT
1701 NORTH CONGRESS AVENUE
AUSTIN, TEXAS 78701-1494
Phone: (512) 463-9575
Fax: (512) 463-9732**

DATE: February 18, 1998

TO: Charter School Applicant

FAX NUMBER: 903 581 1476

FROM: Brooks Flemister

Total Number of Pages Including Cover Page: 4

If there are problems with this fax, please call Glenda Lackey at (512) 463-9575.

TEA/FAX TRANSMITTAL FORM

CHARTER SCHOOLS

TEXAS EDUCATION AGENCY
DEPARTMENT OF SCHOOL/COMMUNITY SUPPORT
1701 NORTH CONGRESS AVENUE
AUSTIN, TEXAS 78701-1494
Phone: (512) 463-9575
Fax: (512) 463-9732

DATE: February 18, 1998

TO: Charter School Applicant

FAX NUMBER: 903 581 1476

FROM: Brooks Flemister

Total Number of Pages Including Cover Page: 4

If there are problems with this fax, please call Glenda Lackey at (512) 463-9575.

COMMENTS: URGENT MEMO



TEXAS EDUCATION AGENCY

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

MIKE MOSES
COMMISSIONER OF EDUCATION

URGENT MEMO

TO: *Willetta Jean Foster*
Academy of Skills & Knowledge

DATE: February 17, 1998

FROM: Brooks Flemister *BF*
Senior Director

After review of the open-enrollment charter school application submitted by your organization, staff at the Texas Education Agency has determined that your application is incomplete or proposes a policy or practice that is inconsistent with State or Federal laws. **Your application is not eligible for consideration by the State Board of Education until the following items (indicated by a check mark) are supplied to the Agency. Except as provided below, the items must be addressed in writing and submitted to the Agency no later than 5:00 p.m., Tuesday, February 24, 1998.** The items, other than those requiring an original signature, may be faxed to the attention of Brooks Flemister at (512) 463-9732. Items requiring an original signature may be delivered to the above address. Applicants who have not yet submitted a signed lease agreement, as described below, or evidence of ownership of a facility may submit such agreement or evidence no later than 5:00 p.m., Friday, February 27, 1998.

Please supply the following:

_____ Assurance that the proposed charter school will provide a curriculum designed to address the requirements of Section 28.002, including Texas Essential Knowledge and Skills.

_____ Assurance that the applicant has the ability to compile baseline performance data for students served by the proposed open-enrollment charter school on the assessment instruments adopted under Chapter 39, Subchapter B, including the Texas Assessment of Academic Skills.

_____ Evidence that the sponsoring entity of the proposed charter is an organization that is exempt from taxation under Section 501(c)(3), Internal Revenue Code or has applied for such status. Note that the sponsoring entity must itself be tax exempt or have applied for such status. It is not sufficient that the sponsoring entity belongs to or be associated with a tax-exempt organization.

A copy of the last tax return filed by the sponsoring entity.

A list of the board members of the sponsoring organization. The list must identify the officers of the sponsoring organization.

Evidence that a facility has been secured for use by the proposed charter school. If the school will be housed in a leased facility, the applicant must supply a copy of a lease agreement signed by the owner of the facility, the president or chair of the governing body of the proposed open-enrollment charter school (if members of the governing body have been identified), and the chief operating officer of the proposed charter. Note that the agreement may be structured as an option to lease the facility upon award of a charter. Any agreement provided must, however, be enforceable. It must contain all essential terms of a lease agreement, including the location of the property, the rental amount, and the term of the lease (i.e., number of months or years.) If the charter school will be housed in a building owned by the sponsoring entity, the applicant must provide an enforceable agreement between the owner and the chief operating officer of the proposed charter providing for use of the facility by the school.

Evidence of parent/community support.

Four complete copies of the Assurances provided in the application packet, each with an original signature.

A description of the geographical area to be served. Note that this description must be specific and definite. For example, descriptions such as "the southwest portion of the city," or the "greater metropolitan area" are insufficient. Acceptable descriptions include those defining the area in terms of city or county limits, street names, boundaries of school districts, or zip codes.

Clarification that the proposed charter school will admit and fully serve eligible students with disabilities or handicapping conditions. This clarification must include an assurance that the charter school will provide transportation to a disabled student when required by the student's Individual Education Plan. This clarification must also include an assurance that certified teaching personnel would be employed when required by law.

Clarification that the admission policy of the proposed charter school will not discriminate 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 the Texas Education Code.

_____ Clarification that the policies of the proposed charter school will not provide for segregation or discrimination on the basis of sex except where required or allowed by federal law. (Title IX applies to open-enrollment charters)

_____ Assurance that the admission policy of the proposed charter will not condition admission into the charter school on the promise of a student or parent that the student will meet certain attendance requirements.

_____ Assurance that the admission policy of the proposed charter school will not favor students currently attending a predecessor or affiliated school. In other words, once a school or organization receives an open-enrollment charter, it may not give preference to students affiliated with the school or organization prior to the grant of the charter. A charter school may in its second year, however, give enrollment priority to students and siblings of students who attended the school in its first year of operation as a charter school.

_____ Assurance that the proposed charter school will not withhold student records in violation of state or federal law.

_____ Assurance that the proposed charter school will not charge tuition or impermissible fees, including fees charged as penalties for the failure of a student or parent to comply with the school's requirements.

_____ Assurance none of the members of the governing body, personnel, or students of the proposed charter school will be required to subscribe to particular religious beliefs or belong to a particular church or denomination.

_____ Clarification that the applicant assures compliance with the Texas Open Meetings Act and the Texas Public Information Act. Note that in some instances the applicant will be required to delete or revise statements in the application that are inconsistent with these acts.

_____ Clarification that students will be provided due process prior to expulsion.

_____ Completed application form (provided by TEA in application packet).

_____ Assurance that the governing body of the sponsoring entity will retain authority to ensure that the policies and operation of the school comply with all applicable laws and requirements of the charter contract.

CHARTER CONTINGENCIES



2/23

OR - except need to check regarding (private) students

7.12

cap revised 2/27

Attention: Brooks Flemister

Company: Texas Education Agency

Fax No: 512-463-9732 Date: 2-23-98

From: Dr. James R. Cotton / ASK

Fax No: 903 581-1476 Phone: 903 581-2890

Number of Pages (including cover sheet): 8

Message: _____

CAMPUS
225 Winchester
Tyler Texas 75701

MAILING ADDRESS
P. O. Box 5100, Suite 126
Tyler, Texas 75712

PHONE
903/581-2890
FAX 903/581-1476



THE ACADEMY OF SKILLS & KNOWLEDGE

FAX

TO: Brooks Flemister, Senior Director
Texas Education Agency
1701 North Congress Avenue Austin, TX 78701

PHONE: 512-463-9734 FAX: 512-463-9732

FROM: J. R. Cotton, President of the Board
Academy of Skills and Knowledge
P.O. Box 5100, Suite 126 Tyler, TX 75712

PHONE: 903-581-2890 FAX: 903-581-1476

DATE: February 22, 1998

**TOPIC: Response Your Urgent Memo Requesting Additional
Information for the Academy Skills and Knowledge
Charter School Application. RFA 701-97-028**

Mr. Flemister,

Thank you for the opportunity to provide additional information for the Academy of Skills and Knowledge Open Enrollment Charter School Application. The attached pages include the information requested:

- 1) Last tax return
- 2) Description of the geographical area to be served.
- 3) + Admission and service to eligible students with disabilities or handicapping conditions.
+ Transportation to disabled students per the student's individual Education Plan.
+ Employment of certified teaching personnel as required by law.
- 4) Admission policy regarding discrimination 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 the Texas Education Code.

NOTE: The information is being faxed. A hard copy will follow by overnight mail for your files.

CAMPUS
225 Winchester
Tyler, Texas 75701

MAILING ADDRESS
P. O. Box 5100, Suite 126
Tyler, Texas 75712

PHONE
903/581-2890
FAX 903/581-1476

**Academy of Skills and Knowledge
Supplemental Information
Open Charter School Application RFA 701-97-028**

1) Last tax return

Last year was the first school year for the Academy of Skills and Knowledge. Beason & Jacks, Certified Public Accountants, have a contract to perform year-end accounting services to prepared the Form 990, Annual Return of Organization Exempt from Tax, for the initial operating cycle of ASK. This is addressed on page 70 of the Charter School application.

OK

Beason & Jacks, CPA anticipated completion of the services by mid-February 1998, but have requested an extension. An attached letter from Beason & Jacks, CPA addresses this issue. The tax return for this first year will be made available to the Texas Education Agency upon receipt. See Page 4.

2) Geographical boundaries for the service area.

The geographical area to be served includes thirty school districts. A list of the school districts is attached. See page 5. Also attached is a map that includes the boundaries. See page 6.

OK

3) + Admisslon and service to eligible students with disabilities or handicapping conditlons.

The Academy of Skills and Knowledge will admit and fully serve eligible students with disabilities or handicapping conditions. The enrollment criteria is further addressed Charter school application on page 12.

OK

+Transportation to disabled students per the student's individual Education Plan.

The Academy of Skills and Knowledge Charter School will provide transportation to a disabled student when required by the student's individual Education Plan.

Continued Next Page

CHARTER
CONTINGENCIES

**Academy of Skills and Knowledge
Supplemental Information
Open Charter School Application RFA 701-97-028**

3) Continued

+ Employment of certified teaching personnel as required by law.

Certified teaching personnel will be employed when required by law. Further descriptions are outlined in the Qualifications and Pedagogy of Professional Staff on page 13 in the application.

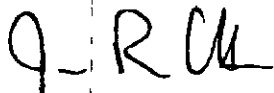
4) Admission Policy

The Academy of Skills and Knowledge Charter School will not discriminate 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 the Texas Education Code.

OK

Summary: Thank you for the opportunity to present this information to the Texas Education Agency. Please call for comments or questions. We look forward to hearing from you.

Sincerely,



J.R. Cotton
President of the Board

RFA 701-97-028

ASK Page 3

CHARTER
CONTINGENCIES

BEASON & JACKS
CERTIFIED PUBLIC ACCOUNTANTS

David M. Beason, CPA, CIA
Karen A. Jacks, CPA

Peggy J. Lantz, CPA
Darrell Roberts, CPA

February 23, 1998

Dr. James R. Cotton
The Academy of Skills & Knowledge
225 Winchester
P.O. Box 5100, Suite 126
Tyler, TX 75712

Dear Dr. Cotton:

This letter will confirm that we are presently working toward completion of The Academy of Skills and Knowledge annual Information Return for Organizations Exempt from Tax, Form 990.

A request for extension of time to file the return has been made with the Internal Revenue Service. The extended due date of the return is March 15, 1998. However, we have received the required information and source documents from the staff at the school, and we anticipate completing the return prior to its extended deadline.

Please feel free to contact me if you have any questions.

Sincerely,

Karen A. Jacks, CPA

Karen A. Jacks, CPA

RFA 701-97-028

903-238-8822

1501 Colony Circle • P.O. Box 3167
Longview, Texas 75606 • Fax: 903-238-9838

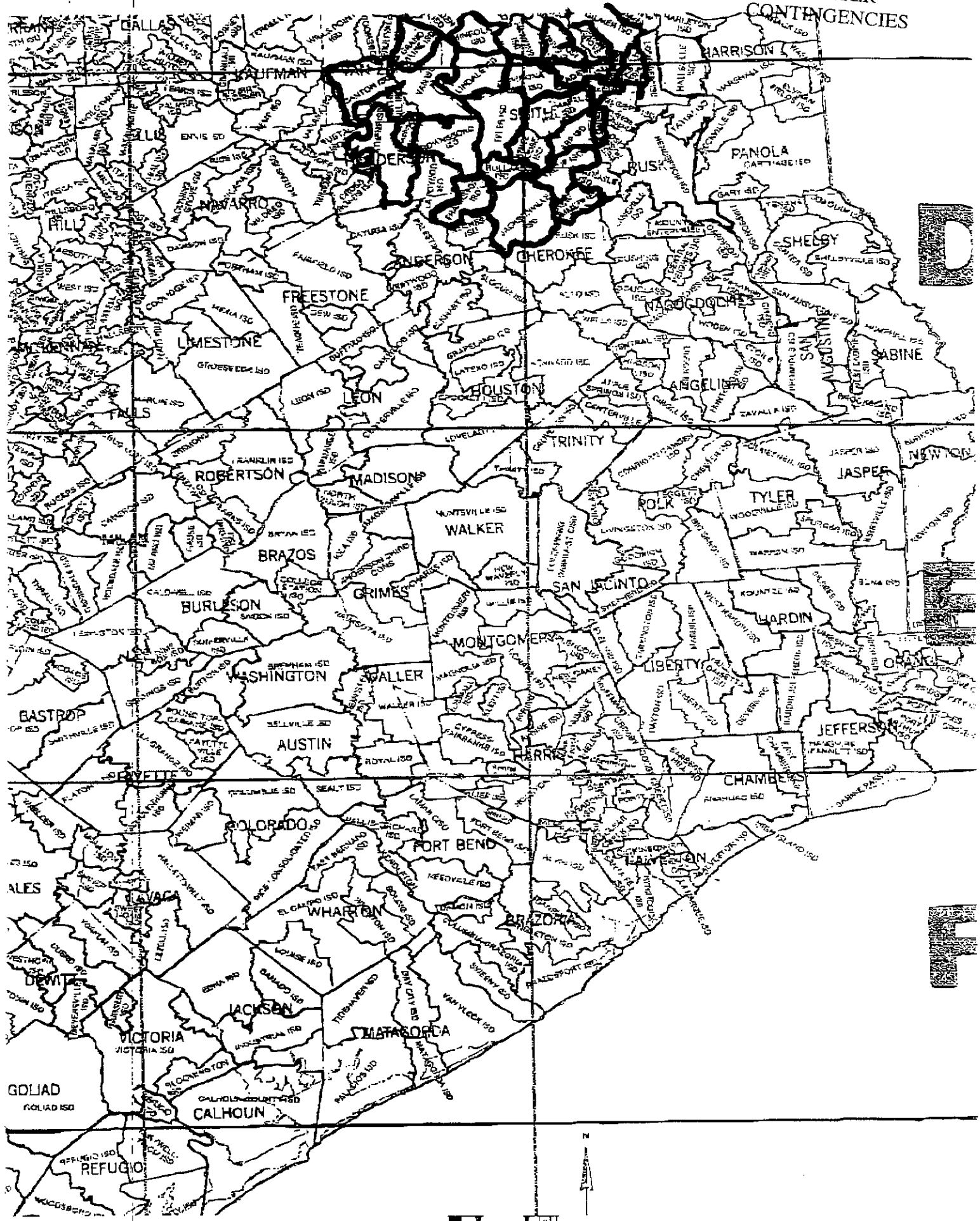
903-845-4533

206 E. Upshur • P.O. Box 909
Gladewater, Texas 75647 • Fax: 903-845-2193

CHARTER CONTINGENCIES

- 1 Gerald Rosebure, Superintendent
& the President of the School Board
Arp Independent School District
P.O. Drawer 70
Arp, TX 75750
- 2 Larry Whitehead, Superintendent
& the President of the School Board
Athens Independent School District
104 Hawn Street
Athens, TX 75751
- 3 David Deago, Superintendent
& the President of the School Board
Big Sandy Indep.t School District
P.O. Drawer 598
Big Sandy, TX 75755
- 4 Elton Caldwell, Superintendent
& the President of the School Board
Brownsboro Indep.School District
P.O. Box 465
Brownsboro, TX 75756
- 5 Jim Wright, Superintendent
& the President of the School Board
Bullard Independent School District
P.O. Box 250
Bullard, TX 75757
- 6 Joe B. Woodland, Superintendent
& the President of the School Board
Carisle Independent School District
P.O. Box 187
Price, TX 75687
- 7 Joe Stubblefield, Superintendent
& the President of the School Board
Chapel Hill Indep. School District
11134 Cr 2249
Tyler, TX 75707
- 8 Terry Lopic, Superintendent
& the President of the School Board
Frankston Indepen. School District
P.O. Box 428
Frankston, TX 75763
- 9 Larry Bennett, Superintendent
& the President of the School Board
Gilmer Independent School District
P.O. Box 40
Gilmer, TX 75644
- 10 Guy Yarbrough, Superintendent
& the President of the School Board
Gladewater Indepen. School District
700 Melba Suite A
Gladewater, Tx 75647
- 11 Gerald Gilbert, Superintendent
& the President of the School Board
Grand Saline Ind. School District
400 Stadium Drive
Grand Saline, TX 75140
- 12 James Dunlap, Superintendent
& the President of the School Board
Hallsville Indepen School District
P.O. Box 810
Hallsville, TX 75650
- 13 Robert Pool, Superintendent
& the President of the School Board
Hawkins Indepen School District
P.O. Drawer L
Hawkins, TX 75765
- 14 Jo Velvin, Superintendent
& the President of the School Board
Henderson Indepen School District
P.O. Box 728
Henderson, TX 75653-0728
- 15 Jeff Turner, Superintendent
& the President of the School Board
Jacksonville Indepen School District
P.O. Box 631
Jacksonville, TX 75766
- 16 Jerry Roberts, Superintendent
& the President of the School Board
Kilgore Independent School District
711 North Longview Street
Kilgore, TX 75662
- 17 Donna Johnson, Superintendent
& the President of the School Board
Leveretts Chapel ISD
P.O. Box 100
Overton, TX 75684-0100
- 18 Richard Tedder, Superintendent
& the President of the School Board
Lindale Independent School District
P.O. Box 370
Lindale, TX 75771
- 19 Seth Adams, Superintendent
& the President of the School Board
Martins Mill I. School District
Route 2, Box 280
Ben Wheeler, TX 75754
- 20 Tommy Ferguson, I Superintendent
& the President of the School Board
Mineola Independent School District
1000 W Loop
Mineola, TX 75773
- 21 Mary Lookadoo, Superintendent
& the President of the School Board
Murchison Indepen School District
P.O. Box 538
Murchison, TX 75778-0538
- 22 Joe Hooper, Superintendent
& the President of the School Board
New Summerfield IS District
P.O. Box 6
New Summerfield, TX 75780
- 23 Joel Johnston, Superintendent
& the President of the School Board
Overton Independent School District
P.O. Box 130
Overton, Tx 75684-0130
- 24 W E Ritter, Superintendent
& the President of the School Board
Quitman Indepe School District
1101 East Goode
Quitman, Tx 75783-1640
- 25 W L Sanders, Superintendent
& the President of the School Board
Troup Independent School District
P.O. Box 578
Troup, TX 75789
- 26 J Donald Gentry, Superintendent
& the President of the School Board
Tyler Independent School District
P.O. Box 2035
Tyler, TX 75710
- 27 Leroy Johnson, Superintendent
& the President of the School Board
Van Independent School District
P.O. Box 697
Van, TX 75790
- 28 T R Mills, Superintendent
& the President of the School Board
West Rusk Indepen School District
P.O. Box 168
New London,, TX 75682
- 29 Edward Donahue, Superintendent
& the President of the School Board
Whitehouse Indepen School District
106 Wildcat Drive
Whitehouse, TX 75791
- 30 Darrell Nickerson, Superintendent
& the President of the School Board
Winona Independ School District
P.O. Box 218
Winona, TX 75792

CHARTER CONTINGENCIES



D

E

F

CHARTER CONTINGENCIES

7

8

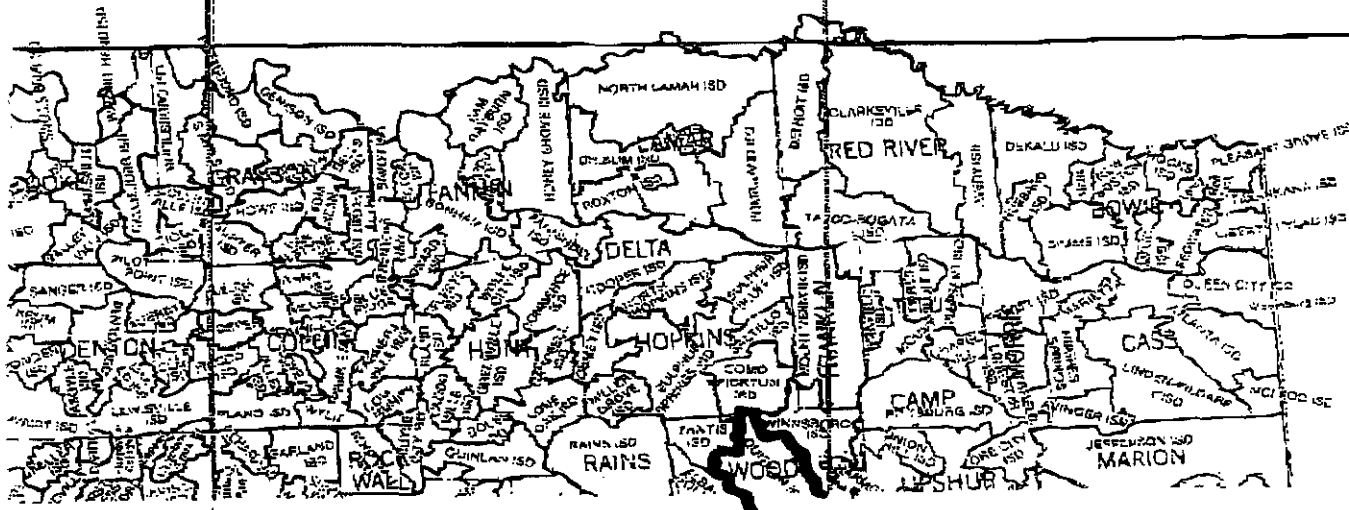
A

Texas School Districts* 1997-98

Texas Association of School Boards



B



C

RECEIVED

MAR 10 1998

CHARTER SCHOOLS

BEASON & JACKS, CPAS
P.O. BOX 3167
LONGVIEW, TX 75606
(903) 238-8822

ACADEMY OF SKILLS AND KNOWLEDGE
225 WINCHESTER
TYLER, TX 75701

Dear DR. AND MRS. COTTON:

Enclosed is your 1996 Federal Exempt Organization Income Tax Return. The original should be signed at the bottom of page six. No tax is payable with the filing of this return. Mail your Federal return on or before ~~March~~ ^{April} 15, 1998 to:

INTERNAL REVENUE SERVICE
OGDEN, UT 84201-0027

Please be sure to call us if you have any questions.

Sincerely,

Karen A. Jacks

Karen A. Jacks

990 FORM

PAGE 134 - 147 = 14 PAGES

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

14 PAGES HAVE BEEN WITHHELD

2758 FORM

PAGE 148 = 1 PAGE

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

1 PAGE HAS BEEN WITHHELD

CONTRACT FOR CHARTER

This contract is executed the 15th day of JUNE 1998 between the Texas State Board of Education (the "Board") and "Academy of Skills and Knowledge" ("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.
 - "Charter school" means the open-enrollment charter school. Charterholder agrees to operate as provided in this contract. The charter school is a Texas public school.
 - "Agency" means the Texas Education Agency.
2. **The Charter.** This contract grants to Charterholder an open-enrollment charter under Subchapter D, Chapter 12, TEC. The terms of the charter include: (a) this contract; (b) applicable law; (c) Request for Application #701-97-028; (d) any condition, amendment, modification, revision or other change to the charter adopted or ratified by the Board and (e) all statements, assurances, commitments and representations made by Charterholder in its application for charter, attachments or related documents, to the extent consistent with (a) through (d).
3. **Authority Granted by Charter.** The charter authorizes Charterholder to operate a charter school subject to the terms of the charter. Action inconsistent with the terms of the charter shall constitute a material violation of the charter.
4. **Alienation of Charter.** The charter may not be assigned, encumbered, pledged or in any way alienated for the benefit of creditors or otherwise. Charterholder may not delegate, assign, subcontract or otherwise alienate any of its rights or responsibilities under the charter. Any attempt to do so shall be null and void and of no force or effect; provided, however, that Charterholder may contract at fair market value for services necessary to carry out policies adopted by Charterholder or the governing body of the charter school.
5. **Term of Charter.** The charter shall be in effect from August 1, 1998 through July 31, 2003, unless renewed or terminated.
6. **Renewal of Charter.** On timely application by Charterholder in a manner prescribed by the Board, the charter may be renewed for an additional period determined by the Board. The charter may be renewed only by

written amendment approved by vote of the Board and properly executed by its chair.

7. Revision by Agreement. The terms of the charter may be revised with the consent of Charterholder by written amendment approved by vote of the Board. The commissioner of education ("the commissioner") may revise the charter on a provisional basis during an interim between Board meetings; however, such action shall expire unless ratified by the Board at its next regular meeting. Nothing in this paragraph limits the authority of the Board or the commissioner to act in accordance with other provisions of this contract.

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 85 students. The charter school's admission policy shall prohibit discrimination on the basis of sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the student would otherwise attend. Students who reside outside the geographic boundaries stated in the charter shall not be admitted to the charter school until all eligible applicants who reside within the boundaries have been enrolled.
9. Public Education Grant Students. Charterholder shall adopt an express policy providing for the admission of, and shall admit under such policy, students eligible for a public education grant under Subchapter G, Chapter 29, TEC.
10. Non-discrimination. The educational program of the charter school shall be nonsectarian, and shall not discriminate against any student or employee on the basis of race, creed, sex, national origin, religion, disability or need for special education services.
11. Children with Disabilities. The charter school is a "local educational agency" as defined by federal law. Charterholder must comply with the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §1401, et seq., and implementing regulations; Section 504 of the Rehabilitation Act of 1973 ("Section 504"), 29 U.S.C. §794, and implementing regulations; Title II of the Americans with Disabilities Act, 42 U.S.C. §12131-12165, and implementing regulations; Chapter 29, TEC, and implementing rules; and the many court cases applying these laws. For example:
- (a) Child Find. Charterholder must adopt and implement policies and practices that affirmatively seek out, identify, locate, and evaluate children with disabilities enrolled in the charter school or contacting the charter school regarding enrollment, and must develop and implement a practical

method to determine which children with disabilities are currently receiving needed special education and related services. For each eligible child, Charterholder must develop and offer an individualized education plan appropriate to the needs of that student.

- (b) Free Appropriate Public Education. Charterholder must provide a free appropriate public education to all children with disabilities otherwise eligible to enroll in the charter school. If the program, staff or facilities of the charter school are not capable of meeting the needs of a particular child, Charterholder must implement changes necessary to accommodate the child at the charter school. If reasonable accommodations would be insufficient to enable the child to benefit from the charter school's program, Charterholder must, at its own expense, place the child at an appropriate school.
- (c) Services to Expelled Students. Charterholder must continue to provide a free appropriate public education to a child with disabilities even after expelling or suspending the child for valid disciplinary reasons. This obligation to serve the child continues until the end of the school year.
- (d) Monitoring. The charter school's implementation of the laws governing education of children with disabilities will be monitored for compliance by the United States Department of Education, Office of Special Education Programs; the United States Department of Education, Office of Civil Rights; the Texas Education Agency; and others. This monitoring activity includes responding to complaints, random on-site inspections and other investigations by the enforcing agencies, and will result in corrective actions imposed on Charterholder by these agencies for all discrepancies found.
- (e) Due Process Hearings. The charter school's implementation of the laws governing education of children with disabilities will, in addition, be subject to court supervision via litigation against Charterholder brought by individuals affected by the actions of the charter school. The cost of this litigation can be substantial.

Notice: These are only a few of the charter school's legal responsibilities in this area, included here for illustrative purposes only.

- 12. Student Performance and Accountability. Charterholder shall satisfy Subchapters B, C, D, and G of Chapter 39 of the TEC, and related agency rules, as well as the student performance accountability criteria stated in its application for charter. Charterholder shall annually provide in a manner and form defined by the commissioner a written evaluation of the charter school's compliance with the statements, assurances, commitments and representations made by Charterholder in its application for a charter, attachments, and related documents.
- 13. Criminal History. Charterholder shall take prompt and appropriate measures if Charterholder or the charter school, or any of their employees or agents, obtains information that an employee or volunteer

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

14. Reporting Child Abuse or Neglect. Charterholder shall adopt and disseminate to all charter school staff and volunteers a policy governing child abuse reports required by Chapter 261, Texas Family Code. The policy shall state that no employee, volunteer or agent of Charterholder or the charter school can be required to report child abuse or neglect to Charterholder or the charter school. Rather, such reports must be made directly by the person suspecting child abuse or neglect to an appropriate entity listed in Chapter 261, Texas Family Code.
15. Notice to District. Charterholder shall notify the school district in which the student resides within three business days of any action expelling or withdrawing a student from the charter school.
16. School Year. Charterholder shall adopt a school year with fixed beginning and ending dates.

Financial Management

17. Fiscal Year. Charterholder shall adopt a fiscal year beginning September 1 and ending August 31.
18. Financial Accounting. Charterholder shall comply fully with generally accepted accounting principles ("GAAP") and the Financial Accountability System Resource Guide, Bulletin 679 or its successor ("Bulletin 679") published by the agency in the management and operation of the charter school.
19. Annual Audit. Charterholder shall at its own expense have the financial and programmatic operations of the charter school audited annually by a certified public accountant holding a permit from the Texas State Board of Public Accountancy. Charterholder shall file a copy of the annual audit report, approved by Charterholder, with the agency not later than the 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.
20. Attendance Accounting. To the extent required by the commissioner, Charterholder shall comply with the "Student Attendance Accounting Handbook" published by the Agency; provided, however, that

Governance and Operations

27. Non-Profit Status. Charterholder shall take and refrain from all acts necessary to be and remain in good standing as an organization exempt from taxation under Section 501(c)(3), Internal Revenue Code. If Charterholder is incorporated, it shall in addition comply with all applicable laws governing its corporate status. Failure to comply with this paragraph is a material violation of the charter, and the Board may act on the violation even if the Internal Revenue Service, Secretary of State, or other body with jurisdiction has failed to act.
28. Records Retention and Management. Charterholder shall implement a records management system that conforms to the system required of school districts under the Local Government Records Act, Section 201.001 et seq., Local Government Code, and rules adopted thereunder; provided, however, that records subject to audit shall be retained and available for audit for a period of not less than five (5) years from the latter of the date of termination or renewal of the charter.
29. PEIMS Reporting. Charterholder shall report timely and accurate information to the Public Education Information Management System (PEIMS), as required by the commissioner.
30. Conflict of Interest. Charterholder shall comply with any applicable prohibition, restriction or requirement relating to conflicts of interest. If an officer or board member of Charterholder or of the charter school has a substantial interest, within the meaning of Chapter 171, Local Government Code, in a transaction, such interest shall be disclosed in public session at a duly called meeting of the governing body prior to any action on the transaction.
31. Disclosure of Campaign Contributions. Charterholder shall adopt policies that will ensure compliance with the disclosure requirements of State Board of Education Operating Rule 4.3 or its successor.
32. Indemnification. Charterholder shall hold the Board and agency harmless from and shall indemnify the Board and agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising out of, or in connection with wrongful acts of Charterholder, its agents, employees, and subcontractors.
33. Failure to Operate. Charterholder shall operate the charter school for the full school term as described in the charter application in each year of the charter contract. Charterholder may not suspend operation for longer than 21 days without a revision to its charter, adopted by the Board, stating that the charter school is dormant and setting forth the date on which operations shall resume and any applicable conditions.

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

34. Charter School Facility. Charterholder shall have and maintain throughout the term of the charter a lease agreement, title or other legal instrument granting to Charterholder the right to occupy and use one or more facilities suitable for use as the charter school facilities described by the charter. During any period of dormancy granted by the Board, this requirement may be waived by the Board.

Enforcement

35. Agency Investigations. The commissioner may in his sound discretion direct the agency to conduct investigations of the charter school to determine compliance with the terms of the charter or as authorized in Sections 39.074 and 39.075, Subchapter D, Chapter 39, TEC or other law. Charterholder, its employees and agents shall fully cooperate with such investigations. Failure to timely comply with reasonable requests for access to sites, personnel, documents or things is a material violation of the charter.
36. Commissioner Authority. The commissioner in his sole discretion may take any action authorized by Section 39.131, TEC or Chapter 29, TEC relating to the charter school. Such action is not "adverse action" as used in this contract. Charterholder, its employees and agents shall fully cooperate with such actions. Failure to timely comply with any action authorized by Section 39.131, TEC or Chapter 29, TEC is a material violation of the charter.
37. Adverse Action. The Board in its sole discretion may modify, place on probation, revoke or deny timely renewal of the charter for cause ("adverse action"). Each of the following shall be cause for adverse action on the charter: (a) any material violation of the terms of the charter listed in paragraph 2; (b) failure to satisfy generally accepted accounting standards of fiscal management; or (c) failure to comply with an applicable law or rule.

This Agreement

38. Entire Agreement. This contract, including all referenced attachments and terms incorporated by reference, contains the entire agreement of the parties. All prior representations, understandings and discussions are merged into, superseded by and canceled by this contract.

CONTRACT

1. Conditions of Contract. Execution of this contract by the Board is conditioned on full and timely compliance by Charterholder with: (a) the terms, required assurances and conditions of Request for Application #701-97-028; (b) applicable law; and (c) all commitments and representations made in Charterholder's application and any supporting documents (to the extent such commitments and representations are consistent with the terms of this contract).
2. No Waiver of Breach. No assent, express or implied, to any breach of any of the covenants or agreements herein shall waive any succeeding or other breach.
3. Venue. Any suit arising under this contract shall be brought in Travis County, Texas.
4. Governing Law. In any suit arising under this contract, Texas law shall apply.
5. Authority. By executing this contract, Charterholder represents that it is an "eligible entity" within the meaning of Section 12.101 (a), TEC. Charterholder shall immediately notify the Board of any legal change in its status which would disqualify it from holding the charter, of any violation of the terms and conditions of this contract, or of any change in the chief operating officer of the charter school or Charterholder. Charterholder further represents that the person signing this contract has been properly delegated authority to do so.

Entered into this 15th day of JUNE, 1998.

Texas State Board of Education

Charterholder

Jack Christie
By Dr. Jack Christie
Chairman

Academy of Skills and Knowledge

By Patty Thompson-Director
PATTY THOMPSON
Typed Name