

TEXAS EDUCATION AGENCY

Open-Enrollment Charter School Renewal Application

Coversheet

Name of School: Raul Yzaquirre School for Success

Current Grade Levels Served: PreK-12th Additional Grade Levels Requested: -----

Maximum Grade Levels to be Served: N/A

Current Enrollment: 628 Maximum Authorized Enrollment: 600-650

Name of Sponsoring Entity: Tejano Center for Community Concerns

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

SBOE District: 101-806

Chairperson of Board of Sponsoring Entity: Danny Abrego/ School Board: David Massin

Applicant Mailing Address: 2950 Broadway, Houston, TX 77017

Contact Phone #: 713-644-2340 Fax #: 713-641-1853

Chief Executive Officer of Sponsoring Entity: Richard R. Farias

Chief Executive Officer of School: Richard R. Farias

CEO/School Contact Phone #: 713-644-2340 Fax #: 713-641-1853

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

CEO/School Mailing Address: 2950 Broadway, Houston, Texas 77017

School Site Address: Same
(If different from above)

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

Richard R. Farias 10/30/00
Signature of Chief Executive Officer of Sponsoring Entity/Date

[Signature] 10/30/00
Signature of Chairperson of the Governing Board of the Sponsoring Entity/Date

David Massin 10/31/00
Signature of Chairperson of the School Board Date

Tejano Center for Community Concerns, Inc. Raul Yzaguirre School for Success

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- # 2 Geographic Boundaries
- # 3 Statement of Impact
- # 4 Letters of Support
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- # 6 Notice of Public Hearing, Sign-In Sheet, and Minutes
- # 7 Human Resource Information
- # 8 Administrators Biographical Affidavit
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- #10 Administrative Job Descriptions
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CHARTER PERFORMANCE REVIEW

**Raul Yzaguirre School for Success
Open – Enrollment Charter School
Renewal Application**

1. CHARTER SCHOOL PERFORMANCE REVIEW

The Raul Yzaguirre School for Success (RYSS) opened its doors in August 1996, at its authorized location of 3522 Polk St. in Houston's East End with a maximum enrollment of 100 7th and 8th graders. With the necessary amendments authorized by the SBOE, the School expanded its enrollment to 200 6th through 8th in its second year. For its third year, the RYSS expanded to include 9th and 10th grades and grew to 400 students. For the 1999-2000 school year the School grew to 600 students in grades Pre-Kindergarten through 12th grades. Because of the School's growth during the first four years, the physical location of the school also had to be amended an equal number of times, until its fourth year, 1999-2000, when the Tejano Center obtained a permanent facility for the School at 2950 Broadway St.. It is expected that this will serve as the permanent home for the RYSS.

Student Achievement has been and will continue to be the driving force of the Raul Yzaguirre School. Because the high school component was not added until the third year and the primary component was added for the fourth year, a complete assessment of student achievement is not possible at this time. We are however very happy to report that at this time we do know that student achievement as measured by the TAAS has been excellent.

In **Attachment 1**, of this application, you will find that incredible improvement is shown in each of the core subjects and as measured by the TAAS. A 19% increase in reading and a 23% increase in math is reflected by our 6th graders, a group we did not have until our 2nd year of operation. Our 7th graders increased their reading scores by 14% and their math scores by a whopping 32%. Our 8th graders show an increase of 14% in reading and an amazing 37% increase in their math scores.

Given the strong emphasis RYSS has on student achievement, it is reasonable to expect that our TAAS scores will continue to rise. The RYSS Board, administration, and teaching staff will not rest until we become an exemplary school.

We are pleased to report to the SBOE and TEA that the Tejano Center and RYSS have raised more than \$150,000 each year to supplement State funding for the Raul Yzaguirre School. This funding has facilitated the procurement of two fully operational computer labs with 20 computers each, as well as computers in each of the classrooms and the attainment of a T1 line for Internet utilization. The funding has also been targeted for our extended day program, for acquiring our permanent school facility, strengthened our professional development efforts and obtained additional teacher aides. Presently, the Tejano Center, the host Agency for RYSS, is working on obtaining bond financing for our school facility. This will reduce the mortgage payment and allow for additional funds to go directly into program enhancement.

We were able to increase our half-day Pre-Kindergarten program to a full day schedule because of a Pre-Kindergarten grant that was won.

The following will document our accomplishments related to the educational program provisions contained in our original charter and subsequent amendments;

(1.) Describe the educational program to be offered, including the required curriculum under Texas Education Code (TE2C) Section 28.002, and student attendance requirements.

Now in its fifth year of operation, the educational program of the Raul Yzaguirre has been expanded to include all grades from Pre Kindergarten through 12th. The program has been set up to give maximum autonomy to each of the three major levels, which are elementary, junior and high school. These three major components of the RYSS are referred to as the Primary Academy, the Junior Academy and the Senior Academy. Each of the three components have their own Director (Principal), designated teachers and support staff. The Junior Academy Director doubles as the Director of Education and reports directly to the Chief Executive Officer.

By the fourth year of operation, the RYSS was able to acquire its own facility at 2950 Broadway. The facility includes a total of 60,000 square feet of space for classrooms, offices, cafeteria, gymnasium and auditorium. During this year of 2000-2001, the School added almost 10,000-sq. ft. to accommodate six more classrooms and a library for a total usable school space of 70,000 sq. ft. Approximately 35,000-sq. ft. is utilized exclusively by the junior academy, 22,000 sq. ft. by the primary academy and some 13,000 square feet by the senior academy. All students of RYSS use the common areas that include the gym, cafeteria and auditorium, but almost always at different times for each academy.

The RYSS has maintained classroom size of 20 students to 1 teacher for the primary and junior academies. The Senior Academy maintains a ratio of 30 to 1, but in actuality their classes tend to be between 24 to 28 students per teacher. Campus wide, the ratio of students to personnel is six to one.

Self-contained classrooms are the standard for primary grade children. The expectation that RYSS would offer self contained classrooms for the junior academy students was amended due to extreme difficulties in getting teachers to teach in all the subject areas. As well, the attempt to establish a different type of grading system from the norm was also amended due to parents and students not being able to accept the new system of ungraded classes. These two program features were amended after the first year of operation.

In accordance with the Texas Education Code (TEC) Section 28.002, the educational program available to the students of the Raul Yzaguirre School for Success is one that is constantly being modified to meet the individual needs of each student. The foundation of the educational program is based on State provided textbooks. It is enhanced by the use of the Accelerated Learning Program, the Core Knowledge Sequence Methodology, and the Distance Learning Curriculum of Texas Tech University. All curricula are TEA approved programs.

The major thrust of the RYSS education program is based solidly on the core subjects of math, reading, writing, science and technology. Increased emphasis is placed on the primary levels in math, reading and writing. Direct Instruction methodology is the primary tool for

teaching and is coupled with the Core Knowledge Sequence Methodology which increases the students' experience through more hands on activities; integration of technology into curriculum delivery also increases the students exposure to hands-on activities and teacher role modeling of technology use.

Students at all levels, including Pre-Kindergarten are getting instruction and experience in the use of technology. Students in the upper primary and above grade levels are utilizing the Internet for research and as a tool to enhance their academic course work.

RYSS has remained steadfast to the idea that our students' self esteem and self-confidence will increase through a greater understanding of their cultural and ethnic identities as well as by role models to which they are exposed. As they learn more about themselves and of the accomplishments and contributions of other Latinos, our students are naturally improving their own self-concepts and worth. In part, we can attribute improved behavior, higher motivation to excel in their academics, and general appearance to this concept of knowing and understanding the richness of their diversity. School visitors from all walks of life have been amazed at the discipline and the amount of learning that goes on at the RYSS at any time of the school day.

Our leadership and character development extended day program has had profound effect on the students and on the parents. When this program was first initiated in 1996, many students and parents were not very enthusiastic about the program and had major reservations. Not since the first two weeks of the program have we heard any complaints of or about the program. We believe we would now have a major fight on our hands if we were to discontinue the extended day. The program is clearly one of the many pieces of our strategy to improve student learning and good citizenship. Students and parents alike have learned that offering this program to the students makes our school and its environment one of the best anywhere.

At a time when delinquent behavior can be at its peak, our students are supervised and learning, they are competing and equally important, they are having fun. At the same time, working parents do not have to worry about where their children may be during the critical hours of 3:30 to 5:30 p.m. The depth of our program is substantial and includes all the major components addressed in the original charter application.

We have had difficulties implementing a ROPES Course due to lack of funding. Our present funding strategies suggest that we will be able to implement a ROPES Course by the beginning of the next school year. Likewise, difficulties have been experienced in implementing our own Scouting program due to the extensive amount of time that is required for a successful program. Several meetings with scouting executives have been held and we are still hopeful that we will have our own Scouting program in the future. Finally, we are on the waiting list of the JROTC for such a program to be implemented at RYSS in 2002. We have visited with all the branches of the military and have had Mr. Raul Yzaguirre intervene for the School and we have spoken by phone with high-ranking officials in Washington D.C. This component has simply been much more difficult to acquire than what we had believed.

An important and integral part of our education program is to have parents involved with their child's education. An incredible 90-95% of our parents complete a minimum of 36 hours of

service to the School annually. This commitment by the parent is made during the enrollment process and has been very successful. The Raul Yzaguirre School does understand that we can not drop a student if the parents fail to live up to their commitment. We urge parents to be accountable but exercise caution with the few who lack interest or the willingness to satisfy their obligation to their child and their School. By the same token, we have numerous parents who far exceed their obligation and are at the School on a daily basis all year long.

RYSS has experienced excellent support from parents and from the community who get directly involved with our students. In particular, the higher education community schools including the University of Houston, University of Houston-Downtown, Rice University, Houston Baptist University, and the Houston Community College System have been extremely helpful in working with our students directly, participating in field trips and arranging special events for our youth. Small community businesses as well as corporate sponsors have contributed to the success of the Raul Yzaguirre School with direct involvement, financial and in-kind contributions.

After four complete school years and with the fifth year in our midst, the Raul Yzaguirre has done very well in realizing its goals and objectives. Growth in terms of numbers has been reached and TAAS scores have improved each and every year. Simultaneously, we have been building a total educational program that meets and exceeds the TEA mandates and that meets the individual needs of each child. As an open enrollment charter, we have taken the load off the regular public school system.

We have taken 600 of their students who for a multitude of reasons needed and chose a better opportunity for learning, a more caring, a more secure and safe environment and one that fully respects them as individuals and as families who will contribute to the well being of their community. For too long, these students and these families have been regarded as a burden and their needs for improving their lives had been ignored. When you dismiss that view, as RYSS has, and you raise expectations, most of these students and their families will rise to the occasion and they all certainly have the capacity to do so.

(2.) Narrative not required

(3.) Identify the specific levels of student performance on assessment instruments adopted under TEC Chapter 39, Subchapter B that constitute acceptable performance for the open –enrollment.

TAAS scores at the Raul Yzaguirre have continuously shown an improvement for the past four years. The Junior Academy component of RYSS scores for all students in 1997 was 37%, in '98 – 43%, in '99 - 55%, and in 2000 – 72%, for an overall increase of 95%, from 1997 to 2000

TEA does not return data to schools that test less than five students in a grade level. Therefore, the following results are for RYSS Senior Academy students that took the TAAS in February and in October of '99. In February 10 students took the TAAS. [REDACTED] of those students mastered all three parts of the TAAS. The remaining students that tested in February, have since mastered all three parts in October '99.

In February 2000, five tenth graders tested and [REDACTED] students re-tested. Of the five first time 10th graders that tested, [REDACTED] students passed all three parts of the TAAS. Of the [REDACTED] students repeating sections of the TAAS, [REDACTED] mastered the remaining sections needed to complete their requirement for graduation. Of all the students who tested for the first time in '99, [REDACTED] to complete one section of the TAAS, [REDACTED] expected to do so this school year. All other students at the senior academy who have taken the TAAS have mastered all three parts. In October 2000, seven students took the TAAS for the first time [REDACTED]. Thirty-five students will be taking the TAAS for their first time in February of this school year.

The RYSS Primary Academy component, which started classes for the first time in 1999 – 2000, administered the TAAS with results, which clearly accentuate the need for charters. This first year results included 13% of third graders passing, with zero bilingual passing, for fourth grade, 64% passed, but only 13% of bilingual students passed, 65% of 5th graders passed, but only 13% of bilingual students passed. All RYSS personnel are focusing heavily on improving TAAS results for this our second year of operation for the elementary grades. We firmly believe that scores will be much improved this second year.

(4.) Describe any additional accountability provision in addition to those required under Texas Education Code Subchapters B, C, D and G, Chapter 39, by which the performance of the open-enrollment charter will be assessed.

In our initial charter year with only 7th and 8th graders enrolled, it was the intent of the RYSS to track students moving on to another school for the purpose of establishing our impact on the dropout problem. This strategy has been modified due to our increased enrollment and the establishment of our high school component. With the RYSS now offering grades Pre-Kindergarten through 12th we will be able to track internally. This school year, the RYSS will have their first graduates. School administration is working with these senior students. We are expecting 100% of this first graduating class to enter an institution of higher learning. It is our intent to assist every one of our students with scholarships.

The RYSS administration is pleased to report that now in our 5th year of operation, only one student has had to be expelled. The expulsion was a result of the student bringing drugs on campus. This has been the only incidence of drugs on our campus. In the five years, there have been two incidents of physical disputes between students, which led to three-day home suspension in each case. All other behavioral problems have been handled with after school detention as needed or with in-school suspension, allowing the students to complete their schoolwork. In all cases, our intervention specialist communicates with the parents in resolving the behavioral problem.

Strong emphasis has and will continue to be placed on attendance. This has resulted in an ADA of 97-98% annually since the inception of the School. Our attendance officer and administration work closely with every student and their parents to avoid having to send a student and family to court. The limited numbers of families whom have been sent to court have been deterred from continuing their excessive absences. RYSS works closely with all parents anytime there is a problem and advises parents anytime a child is absent from school.

In addition to the TAAS, all students take a pre- and post-test of the IOWA Test of Basic Skills (ITBS). The APRENDA is administered to Spanish speaking students in place of the ITBS. The LET II and the WRAT were utilized the first two years of the school. Newly enrolled students are administered the Language Assessments Scales (LAS). The Reading Proficient Test in English (RPTE) is administered to Bilingual and ESL students. The Texas Proficiency Reading Inventory (TPRI) is administered to students in grades Kindergarten through 2nd, including the Spanish version -Tejas Leé. Special Education students take the Alternative Assessment Test. Every teacher conducts ongoing assessments of student's progress. Conferences are held on both a scheduled and unscheduled basis with the parents and students.

(5.) Narrative not required

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

In 1996, as approved by the SBOE the governing body of the Raul Yzaguirre Charter was also the governing body of the Tejano Center for Community Concerns, Inc., the host Agency. This year the SBOE approved an amendment for a separate Board for the Charter School to be created. As part of the amendment, the new School Board is made up of the Executive and Education Committees of the Tejano Center Board. The School Board meets on the last Wednesday of every month and reports to the Tejano Center Board on a bi-monthly basis. Public notices of the School Board meetings are posted 72 hours before the meeting is held. The community is invited to the meetings and time is allotted for public speaking. Board makeup is reflective of the community and the student body of the Raul Yzaguirre Charter. The Board functions to establish policy, fundraising and approve the annual budget.

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

Every effort has been made by the RYSS administration to meet professional standards set by Texas certification and licensing. Every effort has also been made to hire bilingual staff. Approximately 70% of the RYSS staff are bilingual in English and Spanish. Staff who are not bilingual agree to make every effort to become bilingual. With approximately 60% of our parents being monolingual in Spanish and given the strong emphasis on parental involvement, having a bilingual staff is very important at the RYSS. Teachers who possess a strong background on reading instructional strategies are more likely to be hired. Scheduled professional development each year includes training in reading instruction. All professional staff is encouraged to mentor students who exhibit the need for such services. All teachers participate in tutoring and other specialized activity areas with students during extended day activities and on Saturdays. Every effort will be made to hire certified teachers or teachers with a bachelors' degree and a deficiency plan. Certified teacher applicants are selected over non-certified teachers.

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

In 1996, the annual budget was drafted by the Chief Executive Officer with input from the Community Advisory Committee and was approved by the Tejano Center Board of Directors. By the second year, the budget was drafted jointly by the CEO and the principal of the RYSS with input from the Campus Advisory Committee and adopted by the Board of Directors of Tejano Center. As the RYSS enrollment grew and more administrators were added, each played a role in the drafting of the budget. Each obtained input from their respective staff and was presented to the CEO in draft form for final presentation to the Board of Directors. The same process was maintained for this, our fifth year of operation, except that the new School Board adopted the budget instead of the Tejano Center Board.

(9.) Narrative not required**(10.) Describe the manner in which an annual audit of the financial and programmatic operations of the open enrollment charter will be conducted. Describe the manner in which the charter will participate in the Public Education Information Management system (PEIMS) information, as required by state statute or by State Board of Education rule:**

An independent accounting firm has conducted an audit of the financial and programmatic aspects of the RYSS operation and of the Tejano Center in cooperation with the Finance Department of the Texas Education Agency. Our accounting office maintains constant communication with the TEA Finance office and submits reports as required. Our accounting office also works closely with our PEIMS Coordinator who submits all required information through the PEIMS. Each Academy Director participates in submitting timely reports to the School's PEIMS office to assure a smooth and timely operation.

(11.) Describe the facilities to be used:

The facility used our first year of operation was as described in the original charter application at 3522 Polk St. To get the facility up to code and to have the funds necessary for the first 30 days of operation, the Tejano Center borrowed \$90,000 from a local banking institution. Sixty thousand of those funds were used to upgrade the facility. By our second year, the School had to move to a different location due to its increased enrollment from 100 to 200 students. With an approved SBOE amendment the operation was moved to a wing of the Mt. Carmel High School, approximately seven miles south of our original location. By the end of the second year, the School's enrollment increased to 400 students and once again we had to move. At Mount Carmel High School, which is predominantly upper middle class with very few minorities, we had the added difficulty that our students were treated unfairly and unwanted. So, the move to a different facility was absolutely necessary and our search for our own facility began almost instantaneously.

During the summer months before our third year of school started, a facility was identified that was for sale and negotiations were initiated. The facility and location was perfect for us and we were able to agree on a price, an earnest money contract was put in place and closing on the deal was expected in early September of 1998. The owners agreed to lease the facility to us pending closing but then decided not to lease at all. Besides the fact that the owners had definite problems selling to a Hispanic organization, they had their own students and congregation of which to worry. Their own options failed and thus, the change of heart in leasing to Tejano Center/Raul Yzaguirre School. The RYSS administration kept the TEA Charter School Director informed of our situation. It was agreed that since the facilities used for the start of the third year would be for a very short period, an amendment would not be required. An amendment for our permanent facility at 2950 Broadway was submitted to the SBOE. Finally in November of 1998, the Raul Yzaguirre School moved into its permanent location. (A full description of our facility is provided in the first page of this report.)

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

The Raul Yzaguirre School for Success serves the east, southeast areas of Houston commonly referred to as the Greater East End. Because of the increased enrollment of the RYSS, families from the surrounding area of our permanent location have been accepted. At the present time, students who would otherwise attend Austin, Milby, Furr, or the newly opened Chavez high schools or who attend feeder pattern schools are able to enroll at RYSS.

(13.) Provide a list of all districts within the geographical area that may be affected by the open-enrollment charter with the date the Statement of Impact form was sent to each affected district.

The Houston ISD continues to be the only district affected by the RYSS as approved in our original charter. There are, however, students who move into the HISD area who never actually enroll in HISD and choose to enroll at the RYSS. TEA is able to ascertain which student those are and fund accordingly. Students who fall into this category are a very small number in comparison to our total enrollment of 600 students.

STATEMENT OF NEED

(14.) Narrative not required

(15.) Narrative not required

2. STATEMENT OF NEED

A. Describe the continuing need of this Charter School. Provide evidence that there is a sufficient demand for the educational program you are providing and plan to provide for the next 5 years.

The creation of the Raul Yzaguirre School for Success was prompted by the poor conditions that existed in the regular public school system that serves the East End of Houston. Those conditions, which include over-crowding, drugs and gang violence, low TAAS scores, and lack of parental involvement and dropouts, still exist. But now up to 600 students and families have a choice without having to go to a private school or having to move to another school district. The Raul Yzaguirre Charter School has grown from its original 100-7th and 8th graders in the 1996-1997 school year to 600 Pre-kinder through 12th grade in 1999-2000. The school has always had a waiting list of students wanting to enroll and at the start of the 2000-2001 school year Raul Yzaguirre School for Success had almost 250 waiting to enroll.

The plight of children in Houston's educational system is such that the drop out rate is conservatively estimated at between 25-30%. This translates into 60-70 thousand students dropping out from the Houston Independent School District. At the time the Raul Yzaguirre School opened its doors the two middle schools in the catchment area held the dubious honor of being in the top 12% in regard to violence and gang activity in the schools. It must be said that there is much evidence that the HISD is doing a lot of good with a lot of students and that it has some excellent programs from which many children are learning. The Tejano Center and the Raul Yzaguirre are concerned with those they are not reaching - those that fall through the cracks or that, in many cases, never actually enroll.

Some factors, according to parents, for this dismal figure of dropouts is the low educational expectations, lack of safety/ security measures and frail lines of communication, and commitment for parent involvement. The myth, which many school districts still promote, that Latino parents do not care about their child's education is simply not true and RYSS is proving it everyday. At the RYSS parents have a voice and an obligation, which most are able to meet that of being involved in their child's education. The successes of the Raul Yzaguirre are not just of the School but of the community. Here, parents and students are empowered to make a difference on how the school operates. We go beyond lip service and make parent and community involvement a reality.

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

In Houston and the Raul Yzaguirre School for Success learning is fun again! There is first, a concentration on the core subjects; there is genuine care and respect for every student and every parent who walks through our doors. There is a clear vision and an undeniable belief that every child can and will succeed. An understanding that we can improve public education permeates the halls and classrooms of the RYSS. Parents and students who

come here know that there is a very positive difference at the Raul Yzaguirre, and they love it.

The charter school movement in Texas and across the United States is the first real catalyst for education reform in this country. It allows the community to go beyond griping and defeat and allows for new opportunity and hope. It allows for systemic change, change that is ever so difficult within the bureaucracy of the regular school districts who are quite comfortable with the status quo.

The charter school model is one of the most innovative ways to address the educational needs of students who are generally coming from overcrowded, understaffed, and gang-infected schools. Large numbers of Hispanic students do not graduate but quietly slip from the mainstream to the margins and out of school. These students, all too often, end up impoverished, sick or incarcerated at public expense. This is not okay, and we can do something tangible about it:

- The charter school model allows for a smaller student campus with a relaxed environment.
- There is an emphasis on safety and security, which is just as important as student achievement.
- There is a proactive open door policy for parental involvement at Raul Yzaguirre. Each student's parents agree to volunteer 36 hours of service to the school annually. Their labor helps with campus tasks that would otherwise eat up a limited budget, but more importantly, they bring our families to a feeling of ownership. They consider the Raul Yzaguirre School for Success their school, by reason of their efforts and they expect their children to emulate them. Students and parents become empowered. This has led to 90-95% of parents completing or exceeding their commitment to their child and the school.
- The school day is longer because students must remain for extended day activities, which focus on leadership and character development. The extended day program allows for students to develop their self-confidence and their social and academic skills while keeping students in a supervised environment during the critical hours when youth delinquency occurs most frequently. Extended day activities tutoring on the core subjects, arts and crafts, boxing, athletics, computer lab, sign language, dance, management-conflict resolution, cheerleading and community service.
- The charter school can also more easily modify strategies and approaches to discipline with emphasis on individual differences.
- The RYSS also requires home visits by teachers to further establish communication and rapport with parents and to better understand the influencing factors which a child brings into the classroom.
- The charter school also allows for more individualized instruction and care for each student.

VISION OF THE SCHOOL

4. GOALS FOR THE SCHOOL

A. Student Goals: Improvement and Attainment

1-3) Goals, Objectives, and Measurements

(a) Describe the school's academic goals for student learning for the next 5 years. This section should convey how the charter school addresses...

Goal: RYSS will improve overall academic achievement for all enrolled students.

Objective 1: Students will improve reading skills using TEKS and TAAS objectives and will read on grade level or above by the end of each academic year.

Objective 2: Students will improve math skills using TEKS and TAAS objectives and will perform math skills on grade level or above by the end of each academic year.

Objective 3: Students will improve writing skills using TEKS and TAAS objectives and will write on grade level or above by the end of each academic year.

Objective 4: Students will improve technology skills using TEKS and TAAS objectives and perform technology skills on grade level or above by the end of each academic year.

Assumptions for goals are:

- a. Students who enter RYSS are likely to be below grade level.
- b. TEA will develop TEKS technology guidelines for high school students.

Clearly state how progress will be measured relative to each of these objectives. Name assessment instruments to be used. (Measurements for objectives 1-4 above)

TAAS scores in reading, math, and writing will increase by 5% each year during the next five years from 70% in 2001 to 90% in 2006.

Students IOWA Tests of Basic Skills Post-test results will be at the 50th percentile or above and will maintain these scores in the next five years.

Scheduled report card grades.

(b) Describe any other 5-Year goals for student performance unique to the charter school.

Goal 1: RYSS will maintain a high level of student attendance.

Objective 1: Maintain daily contact with parents of students that are absent.

Objective 2: Continue school attendance officer visits to homes of high absenteeism.

GOALS FOR THE SCHOOL

Objective 3: Attendance officer will submit court documents for students out of compliance with mandatory state regulations.

**Measurement 1 a. Compare attendance records every nine weeks
b. Maintain daily log of parent contact**

Measurement 2 and 3 Maintain log of attendance officer home visits and court referrals.

Goal 2: RYSS will maintain a high level of parental support and involvement.

Objective 1: Continue and expand our parent organization, "Concilio de Padres."

Objective 2: Parents will fulfill 36 hours of service to the school annually.

Measurement 1 Maintain sign in log and membership forms to track 5% parent membership growth annually.

Measurement 2 90-95% of parents will complete their 36 hours or more of service annually.

Goal 3: RYSS will maintain and expand the leadership and character development extended day program.

Objective 1: Maintain existing Junior Academy student involvement.

Objective 2: Seek additional funding and volunteers to expand extended day activities to include the primary and senior academy students.

Measurement 1 100% of Junior Academy students will participate in extended activities documented by daily attendance.

Measurement 2 RYSS will expand the extended day program to senior and primary academy students by 20% annually.

B. Other School Goals

1) Describe the goals of the school as an entity for the next 5 years. (growth, facilities development, etc.)

The RYSS has attained its goals related to student enrollment and facilities development.

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

Not Applicable

- 3) Clearly state how progress will be measured relative to each of these objectives. Name assessment instruments to be used.**

N/A

- 4.) Clearly state when and how annual progress in meeting objectives will be reported to the SBOE, agency and the public.**

Annual progress reports will be submitted to the SBOE as requested. The host agency is kept informed on the school's progress on a monthly basis and will receive the annual report at the end of each school year. Copies of the report will be available to the students and families at any time.

- The RYSS charter school has also initiated adult classes for parents of our students in the 1999-2000 school year in the evenings and on Saturdays.

3. VISION OF THE-SCHOOL

Describe the long-range vision of the school for the next five years specifically addressing how that vision supports student learning of the Texas Essential Knowledge and Skills and any other learning goals unique to the charter school.

The Raul Yzaguirre School for Success is the academic setting of a small but comprehensive and challenging program that fosters a learning environment, which maximizes the potential of each individual student.

The faculty, staff, families, and community have committed themselves to providing and obtaining the highest standard of education in a culturally relevant setting. RYSS students, from elementary school to high school levels, gain a strong sense of personal responsibility, a life-long interest in continued learning, a respect for the diverse contributions of all, and of being a productive, contributing member of society. In a five-year time frame we envision that every student who graduates from RYSS will be amply prepared to enter college or some form of higher education, which will improve their chances of realizing the American dream. Our ultimate goal is that a minimum of 95 percent of our graduates will enroll and complete some form of higher learning. Our primary and junior academy students will be better prepared to enter high school.

We envision that within the next five year period our students will not only meet, but exceed the level of student performance required under the state accountability system in regard to the Texas Essential Knowledge and Skills (TEKS) standards for academics and for technology, and the Texas Learning Index (TLI). Our students will learn to effectively use cutting-edge technology software and processes. Our three academies, elementary, junior and senior, will be competitive in TEKS and TAAS testing results. Our elementary and junior academy students will be at grade level or higher with regard to technology. Our senior academy students will be proficient in all office education software applications, computer equipment, web design, and Internet use. They will also be cognizant of universal copyright issues. All three academies use the National Educational Technology Standards for Students created by ISTE.

The Tejano Center and RYSS are committed to creating an environment that is conducive to life long learning and focuses not only on the child but the family as well. We will continue to strive for excellence and ensure that every child does succeed in their academics and in life. At the Raul Yzaguirre School, 'Failure is not an Option'.

EDUCATIONAL PLAN

5. EDUCATIONAL PLAN

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

1) Tell how the program incorporates the required minimum curriculum...

The Raul Yzaguirre Charter School follows the Texas education code Section § 28.002 curriculum as required of local educational agencies and districts that offer Kindergarten through grade 12.

RYSS' foundation curriculum includes in all three academies: English language arts; mathematics, science and social studies, consisting of Texas, United States, and world history, government, and geography.

We have an enrichment curriculum that includes: English as a second language (we have Bilingual classes in our elementary school grades), health, physical education, fine arts, economics, career and technology education, and technology applications.

RYSS has established foundation curriculums that provide instruction in the essential knowledge and skills of each subject, at all appropriate grade levels. RYSS uses the essential knowledge and skills identified by the board to provide instruction in the enrichment curriculum. RYSS does not offer at this time an American Sign Language course. All the students, from primary grades through 12th grade participate actively in a balanced curriculum designed to meet individual needs. RYSS' curriculum provides the staple instruction that prepares thoughtful, active citizens who understand the importance of patriotism and that can function productively in a free enterprise society with appreciation for the basic democratic values of our state and national heritage. RYSS is using teaching methodology that includes state-approved textbooks, Core Knowledge Sequence, teacher experience and technology resources such as the Internet. RYSS' secondary science courses include some designated lab instruction. RYSS' health education (a)(2)(B) includes instruction on diabetes and other prevalent health issues. RYSS has a school nurse on campus that monitors our compliance with immunizations and health regulations. The nurse is available to meet with parents and regularly schedules health fairs and schedules visitors on campus to present a variety of issues sensitive to the needs of our diverse student population.

Our curriculum across the three academies is integrated with culturally relevant information and presentations about Hispanic contributions through Art, English, United States Government and History, World Geography Studies and World History Studies. The basic objectives are to raise the social-cultural and historical awareness of all students regarding Hispanic legacies.

2) Describe any unique curricular experiences...

The Raul Yzaguirre Charter School utilizes an accelerated block schedule in which students attend four classes, one hour and a half each class. Students are enrolled in

traditional setting classes in which they get daily instruction of TEKS and TAAS objectives from a teacher in the classroom. Students also participate in the Texas Tech University High School Distance Learning courses. The curriculum is fully accredited through the Texas Education Agency and satisfies the Texas Essential Knowledge and Skills criteria. The distance learning curriculum is flexible and offers positive opportunities that coincide with the school's vision and goals of working with at risk, inner city, and Hispanic youth that are traditionally oriented or non-traditionally oriented. The curriculum allows individual students to work as slowly or as quickly as their abilities and motivation will allow.

In addition, senior academy students can take Credit by Examination (CBE). CBEs taken by the students are criterion-referenced tests that evaluate the students' mastery of the currently approved Texas Essential Knowledge and Skills for a particular subject or grade level. Students at the senior academy also have the choice and opportunity to earn more credits taking after school courses for credit. Students at RYSS senior academy can earn up to three credits per semester for a total of twelve credits during an academic year, allowing students to make up courses for credits lost that allows them the opportunity to catch up, advance, and gives students the opportunity to graduate early.

Senior academy students also actively participate in tutorial programs such as the Accelerated Learning System (ALS) lab, the computer lab, and teacher instructed tutorials.

Our junior academy students requiring additional help or who want to accelerate their learning in the core subjects have access to a self-paced tutoring program. The tutoring program, Accelerated Learning System (ALS) is video based, has a trained facilitator, and supports students who tend to be more visual than oratory. This system has been used for the last four years and has proven to be very successful with our middle school students. The program will be expanded to include the primary and senior academy students during the next five years.

All teachers also have designated Teacher aides who are assigned to provide one-on-one or clustered tutoring to students that are having difficulty with certain learning objectives or concepts. The teacher aides work with the teacher in the classroom, as needed.

In addition a designated class period has been incorporated into the day schedule to allow for teacher-pull-out (TPO) of students that the teacher deems as needing additional teacher-provided one-on-one instruction. During a teacher TPO period, they can pull out students from another class to work with them exclusively. The active coordination between our teachers, at grade level, assures that no student is left behind.

Field trips are also an integral part of the RYSS learning experience for all grade levels. This activity greatly enhances the student's learning in the subject matter. Equally important, it broadens the student's social awareness and they learn how much more there is outside of their immediate environment.

3) Describe how the program incorporates the Texas Essential Knowledge and Skills (TEKS)

The Texas Essential Knowledge and Skills (TEKS) are a core element in all three-academy curriculums. All campus faculty members receive extensive training or retraining if they are returning teachers, during the 9-day Teacher In-Service given at the beginning of the school year. Every teacher is given a copy of the TEKS and TAAS that is specific to their grade level and discipline.

We have a curriculum coordinator that reviews the weekly lesson plans of the junior and senior academy teachers, while the primary academy principal reviews primary teachers' lesson plans. This person also meets with individual teachers, as needed; to assist them with lesson plan preparation. Basic lesson plans have components that include: a) a daily objective with a lesson content, b) concept objective(s), c) skill objective(s) – specific TEKS and/or TAAS that are being addressed in this lesson are identified within this component, d) class activity that promotes the learning, and e) the method of evaluation for assessing student learning, and f) materials used in the lesson delivery.

4) Describe the connection between the TEKS, classroom instruction and assessing student progress.

As stated in 5.A.3) our curriculum coordinator and primary academy principal review all the lesson plans of the teachers; these individuals also conduct classroom observations and summative annual evaluations on these teachers. By having the same persons review lesson plans and conduct teacher classroom observations we are assured of consistency in the understanding and use of TEKS and in the connection to classroom instruction and student progress assessment.

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

The RYSS program prepares students to meet state graduation requirements by creating an Individual Education Plan (IEP) for each student. In this plan students are provided with information regarding state graduation requirements. This plan provides students with the minimum required courses needed to complete the curriculum of 22 credits needed, along with mastering TAAS and End-of-Course exams.

6) Describe teaching methods used. Tell how pedagogy enhances student...

Teaching methods of teachers at Raul Yzaguirre School for Success are innovative and creative. Teachers initially begin by researching and studying students' individualized education plan. Teachers identify student's weaknesses and make it their target point of improvement as a group or individualized instruction that enhances and modifies student learning. Teachers empower students to initiate learning through research utilizing materials like videos, newspapers, technology, and television. Students are also taken on field trips to get hands on experiences in areas of business, math and science, technology, and art education. Another method of instruction utilizes the nature of the hands-on approach to learning. This hands-on learning enhances student's knowledge

and understanding of any concept taught through trial and error. Studying and comparing different styles of instruction and learning equips students with a basis or premise to seek out and establish their own style with confidence.

The pedagogy methods used at our campus are holistic. The curriculums, at each academy, incorporate the use of the state-approved textbook; other textbook resources requested by the teacher; hands-on student activities, use of technology with regard to using computer software specific to specific disciplines; teacher-created PowerPoint presentations that demonstrate the use of technology, and resources available through the Internet; field trips that incorporate learning are taken to nature centers, public libraries, industries, businesses and the surrounding community; and guest speakers are frequently included to enhance subject matter.

7) Describe your assessment of individual student performance in the core academic areas. Describe the instruments used and instructional planning...

All middle and high school students are assessed on performance utilizing a traditional grading system, attendance records, class participation, and progress reports administered during each 9-week session. All grades are recorded on student transcripts; any questions surrounding tests or grades are handled promptly by the school administrator.

Primary students are assessed on performance utilizing a traditional grading system, attendance records, class participation, and progress reports administered during each 9-week session. Student grading and teacher comments are recorded on student report cards; any questions surrounding tests or grades or teacher comments are handled promptly by the school administrator.

Baseline achievement levels are determined through daily teacher questioning, completion of homework assignments, level of student class participation, classroom quizzes, and formal tests. At the junior and senior levels, an expected result for passing is a minimum grade of 70. A grade of Passing is the expected result for elementary grade levels.

8) Describe the methods to identify the educational strengths and needs of individual students.

A variety of assessments are used for diagnostic purposes. The process in determining the levels of educational strengths and needs of students are conducted in several ways.

The school administers the IOWA Test of Basic Skills (pre- and post-tests at grade level), APRENDA for Bilingual students grades 1 through 5, TAAS, Reading Texas Proficiency in English (RPTE) for Bilingual and ESL students, Alternative TAAS tests for Special Education students, Language Assessment Scales (LAS), SAT and ACT tests for grades 9 through 12, the Texas Primary Reading Inventory (TPRI) and Tejas Leé for grades Kindergarten through 2nd, and we also use the state released TAAS tests as a benchmark for the development of student mastery of TAAS objectives.

9) Describe the extent to which program goals and performance standards are being met.

Our school has received an acceptable rating from the time TEA began rating charters. RYSS TAAS scores have increased consistently every year. The 1999-2000 school year was the first year for our primary academy component. That year established our benchmark for this academy. The 1998-1999 was the benchmark for the senior academy.

Student daily attendance has been maintained at 97-98% rate since the inception of our school; our parent school involvement, at all grade levels has been maintained at 90-95%.

Program goals and performance standards are being met by monitoring academic achievement, attendance, and parental involvement of our students.

10) Describe how student evaluation results are used by the school to improve instructional programs.

The administration and the faculty use student evaluation results on several levels in the improvement of instructional programs. Students are evaluated using the Pre-TAAS, IOWA, and the previous TAAS results to determine the areas of weaknesses and strengths. Once identified, the teacher focuses on the specific areas where the students need more help. The results of the evaluations also help the school develop programs that will improve the student's academic achievement.

Our Extended Day Program (3:30 p.m. – 5:00 p.m.) complements our instructional strategies. The extracurricular activities that include tutorials are designed to instill student self-discipline, self-respect, self-confidence and team playing.

Our strong parent component facilitates the sharing of evaluation results with the families of our students. Parents are then able to make recommendations to the school for improvements in instructional programs.

11) Describe professional development opportunities that will offered to support the mission of the school.

Professional development opportunities are available to all of the faculty through participation in classes provided by Region IV and other sources.

Our curriculum coordinator and primary academy principal were trained in the Instructional Leadership 5-day course, and the Professional Development and Appraisal System 3-day course.

RYSS Administrators regularly schedule training workshops for instructors and staff throughout the school year on site. Special workshops have been held in the areas of Special Education, ESL, Core Knowledge Sequence, and the development of the Texas Reading Initiative program, etc. RYSS will be applying with the Texas Reading Institute for a grant to participate in a program that focuses on students having reading difficulties in grades 6 through 10. In addition, RYSS is receiving special funding from TEA to address accelerated reading strategies for students in Kindergarten and first grade.

The faculty and staff are provided with a monthly Saturday morning workshop that addresses the use of MS Applications, the use of the Internet and e-mail management, as well as, the methods for integration of technology into classroom instruction.

When possible, grant awards, that allow for teacher participant and monetary compensation, are used to give faculty members exposure in working with outside organizations (grant partners) and recognition for grant award projects.

B. Special Needs Students/Programs

1. Describe in detail how your school accommodates students with Special Education needs. Address the following:

a) Child Find

District Child Find procedures will have as their purpose the locating, identifying and evaluating of all resident students, in accordance with applicable record keeping requirements from pre-evaluation through decisions regarding eligibility. Procedures will address the age range from birth to 21; all severities and conditions of disability will be included; activities will include all public and private agencies and institutions, and will be ongoing; and include students currently enrolled in the public school as well as those not enrolled. (Special Education Procedures, 1999) Child Find posters in English and Spanish are posted around the school informing the parents and the community that Special needs children can be referred to the school for evaluation. A Roundtable meeting for Parents is held once a semester. Information is disseminated through The Tejano Center for Community Concerns (TCCC) and Agency/School sponsored Health Fairs.

Included in the Enrollment package the Student Educational Background survey, which lets the school know whether or not the student was receiving any special needs services from previous school district(s). Report cards and transcripts are also an indication of special services the student may have received at their previous school. The classroom teacher refers students who are failing to the intervention team for review. A determination is made for additional evaluations on a student need basis. Based on the evaluation results a student may or may not qualify for special education. If the student does not qualify the intervention team makes other recommendations to the classroom teacher.

b) Confidentiality

All student records pertaining to Special Education remain confidential according to state and federal laws. The Special Education Procedures Manual describes in detail the procedures that the Administration follows to maintain student confidentiality. Parents are advised of their rights pertaining to student records at least once annually. As part of teacher training inservice on the importance of student confidentiality records is provided at least once annually.

c) Procedural Safeguards

Procedural Safeguards are important part of the Special Education process for the parents. It is essential that parents understand the information included in the safeguards

to protect the rights of the student. Parents are given a copy of the Safeguards with each notice to the Admission, Review and Dismissal (ARD) Committee Meeting to be held. The Procedural Safeguards are provided in English and Spanish. Parents are provided an explanation of the contents of the Procedural Safeguards in the ARD meeting. Questions regarding the contents are answered in the ARD meeting or at any other time. Documentation is included in the ARD minutes and in the student folder. The detailed policy on Procedural Safeguards is included in the Special Education Procedures Manual.

d) Notice of Admission, Review and dismissal (ARD) Committee Meetings

Parents are invited to ARD meetings in a timely manner. Invitations are sent out in the native language of the parent. Notice includes Procedural Safeguards, description of the action proposed those invited to the meeting and description of relevant factors.

e) Assessment of Children to determine eligibility

The assessment of students to determine eligibility begins with a referral to the intervention team. The intervention team will determine the need for an individual evaluation of the student at which time the parents are notified that the student has been referred to the intervention team. The intervention team follows the policy set forth in the Special Education Procedure Manual.

Students that already have been placed in Special Education are re-evaluated on a need to need basis or once every three years. The evaluation of the student is made in all areas related to the suspected disability.

f) Development and Implementation of the Individual Educational Plan (IEP)

Each student who is eligible to receive Special Education services has an Individual Educational Plan (IEP). Committee members develop the IEP, which includes the parents. These include short and long-term objectives that the student needs to accomplish during the school year. Each of the objectives is provided with a measurement of progress and expected levels of performance by the student. The IEP is implemented as soon as possible following the meeting. Parents receive a copy of the IEP from the district. At least once a year the IEP is reviewed and revised as necessary. Current IEP's can be revised any time that the student is unable to be successful in the implementation of the IEP. Special Education and related services are provided to the student with the disability in accordance with the IEP.

g) Least Restrictive Environment (LRE) Placement

Students are placed in the general educational environment with students without disabilities to the maximum extent appropriate.

h) Transition Planning

The IEP developed for a student with a disability includes a statement of needed transition services. It includes goals and objectives based on a functional vocational evaluation and anticipated post school outcome beginning no later than age sixteen and annually thereafter. Public and Private agencies are invited to participate in the Transition ARD. The IEP takes into account the student's preferences and wishes. (Special Education Procedures Manual, 1999)

i) Certified Personnel for the provision of services to children with special needs
 Certified consultants are part of the Special Education department that provides services to the Special Education population. A Special Education consultant, Diagnostician and Speech Therapist are all part of the Special Education department.

j) Services to Expelled Students

The district must make a determination whether the misconduct was a result from the disability or misappropriate placement. A manifestation ARD is held to develop an appropriate program for the student during the period of expulsion or long-term suspension lasting longer than ten days.

2. Describe how your school meets the needs of children who qualify for other federal programs.

The agency applies for Title I-Part A, Title II- Part B, Title IV and Title VI, which are the Federal programs for which we qualify. Title I, Part A currently support the school's Bridge Program. This program helps to strengthen eye/hand/brain coordination in children that experience learning problems.

The program supports youth from all three academies. Our science and math campus program sponsored by the Title II-Part B, targets professional development among our science and math teachers as well as, funds educational activities that promote interest among our youngsters in the fields of science and mathematics. Our safe and drug-free campus program, funded by Title IV, provides Region IV sponsored awareness courses for our staff, and funds educational activities that promote a drug-free philosophy among our youngsters. Title VI funding sponsors our innovative strategies and class-size reduction efforts.

3. Describe how your school meets the needs of children who qualify for other state programs.

Parents fill out a Home Language Survey when they apply to the school. The survey will determine as to whether the student receives the Language Assessment Scales (LAS) test. Students in the Primary Academy who receive a 1, 2 or 3 on the LAS are labeled as being Limited English Proficient (LEP) and are placed in a Bilingual classroom. If the student receives a 4 or a 5 the student is non-LEP and is placed in a regular classroom.

Junior and Senior Academy students also receive the LAS test. If they receive a 1, 2 or 3 on the LAS they are classified as being LEP. These students are placed in an ESL classroom. A student receiving a 4 or a 5 is non-LEP, so they receive regular classes. Students in grades 2-12 must score below the 40% in reading in the Iowa Test of Basic Skills (ITBS) in order to be labeled as being LEP. Students are re-tested on the LAS every three years.

State Compensatory funds are used to acquire additional teacher aides for the classrooms. These teachers aides are used to work with students on a one to one basis with the direction from the teacher. Students are receiving the additional tutoring which helps them to achieve academically.

Students who are having reading difficulties are referred for additional testing for Dyslexia. These students are referred for reading tutorials in order to help these students overcome their disability. Teachers will be trained on identifying students who may have Dyslexia in the Fall of 2000. Students also can be referred to the Bridges program for additional help.

The Raul Yzaguirre School for Success does not at this time have a Gifted and talented program at this time. A Gifted and talented program will be established within the next two years. Teachers will receive inservices from Region IV on serving Gifted and talented students.

4. Describe how your school identifies and provides educational support for students who are identified as being "at risk of dropping out of school" as defined in TEC29.081 (d)(see Appendix 1).

Students who are at risk receive extra assistance from teachers after school. Teachers are required to remain on campus an extra forty-five minutes one day out of the week. This gives them the opportunity to work with these students in a smaller classroom environment. This one to one tutoring helps to focus on the basic needs of the students.

Students that have a difficulty academically are referred to the Bridges Program. This program helps students to focus on eye coordination. The specific exercises teach students on concentration for longer periods of time.

One of the requirements for teachers that work for Raul Yzaguirre School for Success is that home visits will be done for each student. Teachers learn more about the home life of each student. Assistance is provided to those who are in need. Home visitations help to establish the relationship between school and home.

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

The Primary Academy has the PowerCare that is sponsored by the Tejano Center for Community Concerns. The purpose of the PowerCare is for the parents who are unable to pick up their children at dismissal time due to their employment. Students with working parents can stay at RYSS from 3:30-6:00 p.m. for PowerCare from Monday-Thursday and from 1:30-6:00 p.m. on Fridays. Tutorials, snacks, and recreation activities are provided for these students. Approximately 30 of our 200 students stay for PowerCare from Monday through Friday.

The Junior Academy operates an extended day program that supports a range of athletic activities, publication and student organizations. The extended day program operated from 3:30-5:00 Monday through Thursday and does offer the 300 students the opportunity to participate in tutoring, boxing basketball, baseball, volleyball and soccer. RYSS participate in athletic teams with other Charters and Private Schools.

The RYSS Charter school also works in collaboration with the Bayou Preservation Association that offers Environmental Science field trips that encompass the TEKS curriculum.

C. Admissions Policy

1) Describe the timeline used for admitting students, including the process for the admission lottery for students.

The admission policy states that "The Raul Yzaguirre School for Success will admit students of any race, color, national and ethnic origin, religion and gender". The RYSS has traditionally polled the school students and parents during the months of April and May to ascertain which students will be returning for the following school year. The secretary from each academy will maintain a "Returning Student Roster" that will determine how many new students will be enrolled. The school will begin to advertise, for new students the first week of May and each academy secretary will start a "New Student Waiting List". All students on the "New Student Waiting List" will be invited to visit the school and fill out an enrollment application that will be numbered, dated and signed by the academy secretary. All new students with a completed application will be enrolled for a grade level slot during the first week of July. The RYSS will also provide information on scheduled academy parent-student orientations.

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

The RYSS policies further the mission of the school by offering educational opportunities to all Pre-Kindergarten to 12 grade students in our catchment areas that are seeking a smaller safe, school environment. Our policy ensures that enrollment is indeed open enrollment and does not discriminate in any way.

SCHOOL DEMOGRAPHICS

6. SCHOOL DEMOGRAPHICS

- A. Describe the school's enrollment projections of the next five years. Describe the school's maximum enrollment goal, grades to be served the number of students expected in each grade or grouping and the maximum class size allowed. (Any increase in the grade levels served and maximum enrollment as specified on the cover sheet of this application, and any increase in maximum class size must be approved by the SBOE.)**

School's enrollment projections for the next five years will remain at 600 students, grade pre-k through twelve. RYSS Primary Academy grades pre-k through 5th and RYSS Junior Academy grades 6 through 8 can have a teacher-student ratio of 20 to 1. RYSS Senior Academy grades 9 through 12 can have a teacher-student ratio of 30 to 1.

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

Raul Yzaguirre School for Success is located in the EastEnd Area of Houston, Texas, at 2950 Broadway. It is an exciting time to be part of the EastEnd of Houston.

The EastEnd is the area that cradles Houston's roots, helps define its present and offers a rich cultural and economic diversity. It is the backbone of Houston's early industry. After the Civil War, Houston was known as the city "where seventeen railroads meet the sea." City fathers had long worked to make Houston a seaport and the first channel from the Gulf of Mexico became a reality in 1875. Deepening of the channel was completed in 1914 and the discovery of oil at Spindletop ensured Houston's future as a major transportation and trading center. Oil refineries and the business that served them filled the Ship Channel's banks. The EastEnd continues as the hub of Houston's transportation system linking the industrialized centers of the U.S. and Canada with the Port of Houston, Mexico, and points south. Railroads crisscross the area: Interstate Highways 59 and 10 outline the EastEnd's west and north boundaries.

Tejano Center and Raul Yzaguirre School for Success's service area is home to the second largest port in the U.S. and one of the ten busiest in the world. It generated almost \$5.5 billion annually to the state and national economies and affects more than 196,000 direct and indirect jobs. Employment is thus close and quite convenient for most families. A slow and steady decline began when the City started its western expansion in the early 1950's. The economic downturn of the 1980's accelerated the decline, and the East End took on a tarnished forgotten image.

The EastEnd, however, has many assets to spur a renaissance, such as its central location, easy accessibility, available manufacturing and warehouse space and an ample labor pool. The University of Houston Central Campus, the University of Houston Downtown Campus, Texas Southern University, and downtown are adjacent to the area. Metro offers excellent service and numerous bus routes throughout the area.

Raul Yzaguirre School for Success and Tejano Center service area is comprised primarily of neighborhoods that are predominately low-income and in a state of economic deterioration. Drugs, alcohol, and inhalant abuse are rampant; juvenile delinquency and violence are commonplace; and homelessness, blight and dilapidated housing go largely unabated. The presence of public and private major service delivery providers with capacity to ameliorate the results of poverty, unemployment and illiteracy is severely limited.

Between 1980 and 1990 the poverty rate grew by 13%. Per capita income is 44% of the city's average. In 1990 East End residents, 25 years and older, were 3 times more likely than the rest of the city to have less than a ninth grade education. Job losses in the EastEnd between 1980 and 1990 totaled almost 6,000. While the entire service area exhibits signs of decline, conditions in Denver Harbor and Port Houston are the most acute. In these subdivisions new housing starts are almost nil, providing impetus, to overcrowding, as well as to a more rapid deterioration of the existent residential stock. The situation is attributable not just to private disinvestments, but also to the lack of public strategies or support for any meaningful revitalization of the area.

Because of the uniqueness of their situation, Directors designated the Denver Harbor and Port Houston communities as the priority development area for Tejano center. As a result, the Center's development activities and services have been concentrated on the population residing in the service area's northeast sector. The district is comprised of Census Tracts 203.01, 203.02, 203.03, 203.10, and part of 210.01. In 1990, these two communities had 4,758 households and 3,893 families. Total population was 18,851. Almost 90% of residents are of Hispanic origin. Population density ranges from 4.72 in Port Houston to 18.6 in Denver Harbor's northeast neighborhoods.

New businesses are springing up along major corridors and byways. Second and third generation businesses are undergoing facelifts and expansions. The area is abundant with opportunities for education, cultural arts, dining, and business development. Our neighborhoods are just minutes away from the amenities of downtown Houston.

The EastEnd of Houston is the community that cradles our city's roots, helps define its present, and offers the rich cultural, educational and economic diversity that makes Houston a true city of the twenty-first century.

Historic, diverse and the backbone of the city's early industry, the EastEnd is bounded on the west by downtown Houston and on the east by the Port of Houston. Buffalo Bayou runs right pass the site of old Harrisburg, an early Texas trading post and seat of government for the Republic of Texas in 1836. Founded by John Harris (for whom the county is named), Harrisburg was initially sought by the Allen brothers for their development. The City of Houston annexed this early town in 1926.

The EastEnd is home to University of Houston, Houston Community College System's Eastside Campus, and Texas A&M Engineering Extension Service. Immediately adjacent is Texas Southern University in Houston's Third Ward.

EastEnd Latino Culture is celebrated at Talento Bilingue de Houston, the largest cultural-arts center of its kind in the U.S. The new 100 seat Carlos Garcia Theater at Houston Community College-Southeast campus was dedicated in late 1997.

The EastEnd is also home to The Orange Show, an internationally recognized folk art environment, the beautiful Tien Hou Temple, historic Our Lady of Guadalupe Church, Guadalupe Plaza, and a growing number of community murals.

The EastEnd is hard at work building a fresh identity. The energy of renewal and a growing optimism is generating new business and economic opportunity. We are beginning to build on the strengths of our cultural diversity and rich heritage. We look forward to a vibrant community. Welcome to the EastEnd! It's a fine place to live, work and get your education!

Other places of interest located in the EastEnd of Houston:

- ❖ Business and Commerce Experiencing a Renaissance
- ❖ Eastend Sees Strong Retail Growth
- ❖ Enron Field
- ❖ New Housing And community development
- ❖ Greater Eastend Management District
- ❖ Buffalo Bayou Trails and Rails-to-Trails

GEOGRAPHIC AREA SERVED

7. GEOGRAPHIC BOUNDARIES AND STATEMENTS OF IMPACT

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

The Raul Yzaguirre School for Success operates in the Greater EastEnd of Houston. Students from the following zip codes are eligible for enrollment. These zip codes are 77003, 77004, 77011, 77012, 77017, 77021, 77023, 77033, 77087.

The eligibility zip codes will be extended if an insufficient number of students do not enroll from the primary area (above). These additional zip codes are 77002, 77006, 77020, 77027, 77098, and 77029.

See Attachment 2

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

All zip codes listed in 7. A are within the Houston Independent School District boundaries. Please note that only a part of zip code 77029 is included.

C. Statements of Impact

1) The sponsoring entity must send a copy of the Statement of Impact form to the superintendents of all school districts and open-enrollment charter schools ...

A copy of the statements of impact form was sent to HISD, the only ISD affected by our charter.

See Attachment 3

2) The Statement of Impact form should be sent to all affected districts and charter schools no later than the date the renewal application is submitted to the Texas Education Agency.

A Statement of Impact form was mailed on November 1, 2000.

3) The charter school renewal application must include a list of the districts and charter schools to which a Statement of Impact form was sent. Retain a copy of....

See Attachment 3

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1 page has been withheld

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COMMUNITY SUPPORT

8. COMMUNITY SUPPORT

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

During teacher In-service training, all faculty members were asked to submit input, in writing, their regarding schools processes and method of operation. These teacher comments were given to their respective academy principals for incorporation into the charter renewal narrative. Community groups were invited to participate in the process; notices were posted on school premises for the general public, and letters were sent out to all board members.

As required by charter, the general public is given notice of all board meetings. Announcements are posted on school premises within 72 hours the meeting.

Our full-time parent liaison that oversees our parent involvement group conducts weekly meetings to discuss school operations and processes that affect the school. Any agreed upon resolutions or requests are then brought forward to the director of education and the chief executive officer of the school by the parent liaison for consideration.

Our future plans are to continue to have a parent organization highly active in our school management and activities. As in the past we will continue to utilize our faculty and community groups to be active stakeholders in our school's operation.

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

All three of our academies have individual partnerships with outside organizations that are involved with on-site services or involvement with school activities. At the junior/senior academy levels, we have the Girl Scouts providing bi-monthly self-esteem and self-improvement workshops. The Mayor's Anti-Gang Office provides support to our students and staff on an ongoing basis. Chase Bank of Texas has partnered with RYSS to provide culturally relevant activities. The University of Texas Health Science Center had our students complete a health survey using laptop computers. The Chicano Family Center has partnered with RYSS to provide youth counseling services.

Our junior academy students participate in learning sessions provided by the Sims Bayou Urban Nature Center located about 1 mile from the RYSS campus. Students learn to explore, discover and connect with nature, the environment and the unique bayou ecosystem.

The RYSS students also participate with the Bayou Preservation Association where students are involved in environmental education (with TAAS-related curriculum) at Bayou Parkland, Herman Park, and the Houston Arboretum.

Our primary academy has partnered with the Houston Police Department's (DARE) program. Navidad En El Barrio (NEEB) a non-profit organization supports our low-income

students during the Christmas season. Additionally, partnerships have been established with the professional arena football team the Houston ThunderBears, and professional basketball teams the Houston Comets and the Houston Rockets. For the past four years ten AmeriCorp volunteers have worked as teacher aids. These AmeriCorp members also provided invaluable service during our extended day program.

Our faculty is provided professional development opportunities through our business agreement with Region IV. Classes appropriate for individual teacher disciplines are scheduled and purchased for all of our faculty members across the three academies.

See Attachment 4 (Letters of Support)

C. Prior to submission of the application each applicant must publish the following statement in a newspaper of general distribution in the geographic area proposed for the school. The statement must also be mailed to the city council and commissioner's court with jurisdiction over the geographic area.

See Attachment 5

D. Renewal application public hearing is being prepared the applicant shall hold a hearing within the charter...

See Attachment 6

**HUMAN
RESOURCE
INFORMATION**

9. HUMAN RESOURCE INFORMATION

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

The Tejano Center for Community Concerns, Inc. (TCCC) has a Personnel Policies & Procedures manual, which was adopted on January 1993. The Policies & Procedures manual covers employees of TCCC including those employed by Raul Yzaguirre School for Success (RYSS).

New employees receive a copy of the manual, which is explained to them in an orientation session in August. The manual is explained to them to what is expected of all employees of the Agency. New employees receive their benefits package for medical, optical and dental insurance in the orientation session.

The Agency compensates teachers on a fair market value. Salaries are based on the number of years with RYSS, type of degree, certification and job position. Teachers are put on a Probationary Contract, which is valid for that school year. Teachers are required to work 195 days. Teachers who are hired after the first day of the contract are paid on prorated daily pay.

Personnel are hired on the basis of vacancies that exist in the school. The district advertises through the Houston Chronicle to fill vacant positions. The district also attends Job Fairs put on by Region IV. Candidates send in their resumes. The administrators choose candidates to interview for the vacant positions. A job offer is made to candidates that best suites the needs of the Academy. Each of the candidates also interviews with the President of TCCC.

The dismissal of an employee is outlined in the Personnel Policies & Procedures manual. Under Procedures for Discipline on pages 10-11 the employee knows the procedures that will be taken before leading up to termination of employment.

Teachers are evaluated using the Professional Development and Assessment System (PDAS). Teachers are evaluated once a year by the certified evaluators. The certified evaluators have received their training on Instructional Leadership Training (ILT) and Professional Development and Assessment System (PDAS) through Region IV. Teachers who are in need of professional assistance are placed on Intervention Plan for Teacher In Need of Assistance. The Administrator draws this plan and the teacher to assure that the plan will be carried out.

See Attachment 7

B. Administrators

1. Provide a biographical affidavit

See Attachment 8

2. Powers and Duties

a) Richard Farias is the Chief Executive Officer.

See Attachment 9

b) Provide a complete job description for the CEO, School Academic director, Financial director and other administrative personnel.

See Attachment 10

C. Faculty and Staff**1) Required qualification for classroom teachers and staff.**

The Raul Yzaguirre School for Success has consistently advertised for degreed-certified teachers. It has been our experience that we obtain a majority of degreed instructors that begin working on an emergency teaching certificate when hired.

The Raul Yzaguirre School for Success administrators also prefers teachers with teaching experience.

Instructors will fall into the following categories:

- 1) Degreed & Certified
- 2) Degreed – Not Certified with deficiencies plan
- 3) Degreed with Masters
- 4) Degreed Working on Masters
- 5) Degreed with Doctorate
- 6) Degreed Working on Doctorate
- 7) Degreed, non-certified and no deficiency plan, long-term substitute

Instructors will participate in a minimum of two- (2) professional development seminars workshop.

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

The Raul Yzaguirre School for Success Charter School has 85 employees. The CEO oversees the three directors assigned to the primary, junior and senior academies as well as the Technology Director for the campus. The Junior Academy principal also serves as the Director of Education for the campuses. The primary academy has ten (10) instructors and three (3) teacher aides, the junior academy has fifteen instructor (15) and seven (7) teacher aides while the senior academy has six (6) instructors and one (1) teacher aide. In addition, there are three (3) year – round teacher aides. Each academy has a secretary and there is one (1) Intervention Specialist/Attendance officer and one Special Education instructor serving the Raul Yzaguirre School campus. The teacher-to-student ratio is 1:20.

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

See Attachment 11

D. Code of Conduct

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

The school system, the school, and each class established realistic and reasonable guidelines, norms, rules and procedures for all students to follow so that learning can take place without disruption. The classroom teacher through discussion handles minor problems in a routine manner with the student and through parent contact. The intervention specialist will handle disruptive incidents and the parent is usually contacted.

The educational purpose of the school is accomplished best in a climate of student behavior, which is socially acceptable to the learning and teaching process. Student behavior which disrupts this process or which infringes upon the rights of others will not be tolerated.

See Attachment 12 (School rules governing behavior).

2) Describe the schools policies regarding student expulsion and suspension. Include a description of procedures that satisfy due process requirements.

The RYSS through its Discipline Plan consisting of four "Levels" of infractions determine in a fair and non-threatening process the suspension and expulsion of students. The steps evolve in the following manner.

- a) All teacher directed infractions are handled by the instructors who document the incident(s) on the Discipline Referral Report . Parents are called by instructors to inform them about the incident(s).
- b) Repeated incidents will become office directed and handled by the intervention specialist meeting with the parent(s) or guardians to discuss and arrive at a resolution.
- c) Parents and or guardians have the option of requesting a meeting with the academy administrator if they do not agree with the resolution arrived at with the intervention specialist.
- d) The parents, and or guardians also have the further option of requesting a meeting with the district superintendent to present their case and the decision arriving from this meeting would be final.

It should be noted that parents may also ask to speak before the Board of Directors during their scheduled monthly meetings.

See Attachment 12 (School rules governing behavior)

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

At the start of each academic school year, students and parents receive a copy of the RYSS Student Code of Conduct, which states the following on attendance policy:

A student who accumulates five (5) or more unexcused absences for the year may be subject to withholding of final passing grades for primary and junior academy students and three (3) or more unexcused absences per semester at the senior academy. A note must follow every absence from a parent/doctor stating the nature and/or reason of absence. Failure to bring in notes may affect the child's advancement to the next higher grade.

Absences will determine "unexcused" if they fail to meet one of the following criterion: illness of student, a death in the family, doctor's appointment, religious holiday, school-related absences prearranged with the school. If a student has a doctor's appointment, but comes to school before 10:30 a.m. after the appointment, he/she will not be counted absent for the day.

1. After 8:05 a.m. school students will not be allowed to enter the classroom without a tardy slip from the office.
2. Excessive tardiness will affect your child's attendance record and/or academic status, as well as possibly lead to exclusion from extra-curricular activities and field trips.

All students upon accumulating three (3) unexcused absences will receive a phone call from the schools Truant Officer.

See Attachment 12 (School rules governing behavior).

Any child accumulating five (5) unexcused absences will receive a home visit from the school's Truant Officer. Absences will continue to be closely monitored and upon accumulation of the sixth absence, students will be referred to court.

See Attachment 12 (School rules governing behavior).

By monitoring these attendance procedures mentioned above, RYSS continues to strive to maintain its exceptional attendance record as stated in the mission of our school.

See Attachment 12 (School rules governing behavior).

BUSINESS PLAN

10. BUSINESS PLAN

A. Financial Management

- 1) Provide a copy of the current year's budget with revenues and expenditures to date

See Attachment 13

- 2) Present a one year projected budget covering all projected sources of revenue, both public and private, and planned expenses using the state template

See Attachment 14

- 3) Provide a copy of the current business procedure handbook the school uses: describe the policies, procedures, and forms for daily business operation.

See Attachment 15

- 4) Provide a copy of the current monthly budget status report to the board of directors.

See Attachment 13

- 5) Describe the financial accounting and payroll accounting system that is used and the system's capacity to use the state mandated financial accounting system in the Public Education Information Management System (PEIMS)

The accounting system is a commercial accounting system modified to meet the needs of TCCC. The principles underlying this system have been formulated based on experience and the necessity within the non-profit fund accounting environment, and the need to conform to generally accepted accounting principles (GAAP).

Financial accounting results are summarized in terms of the funding sources providing financial support to TCCC. A funding source is the lowest level for which a complete system of accounts is established and maintained. Two-digit identity codes are assigned to all restricted funding sources. The code 00 represents all unrestricted funds.

A separate two-digit identity code is assigned to all programs. These codes are used for accounting purposes and the term "program" should not be confused with the term "grant". An operational "program" may consist of one or more "grants" and other unrestricted funding sources.

A separate four-digit code is utilized to identify the functional account reference (such as rent, payroll, grant income, etc.).

The accounting Fiscal year end shall be September 30, covering the period October 1 to September 30. For interim period reporting purposes, the fiscal year is segmented into twelve monthly accounting periods.

The general ledger is the core of the accounting systems and provides a detail of all accounting entries for the current period. A single general ledger will be maintained for all funds. A uniform general ledger chart of accounts is used to summarize business transactions. The system consists of control accounts for assets, liabilities, equity, income and expenses.

The Executive Director maintains documentation related to the hiring and the credentials of all employees (resume, transcripts, interview documentation, etc.). The Accounting department maintains a personnel file on each employee documenting approved pay rate, effective dates of pay changes, Form W-4, and I-9.

Payroll for all employees is processed through in-house payroll program. It is processed on a bi-weekly basis. Hourly and salary employees use Timesheets. Paychecks are distributed within 5 workdays after the end of the pay period. Paychecks are dated the Friday following the end of the pay period, unless such falls on a holiday. Unforeseen circumstances may cause the writing of manual checks. A valid reason must be presented and approved by the Executive Director before writing a manual check.

6) Provide a copy of the most recent annual financial audit report.

See Attachment 16

B. Facility Management

1) Description of and address for the physical facility.

The Raul Yzaguirre School for Success is located in its own facility at 2950 Broadway in Houston's Eastend. The facility includes a total of 80,000 square feet of usable indoor space on 7.1 acres. An additional 10,000 square feet were added this school year to further expand school room space.

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

Special use areas of the School include a gymnasium, a cafeteria, an auditorium, two computer labs, a library and a science lab. The primary component of the school has its own playground area. The junior and senior components have a separate play area which is also used for outdoor athletic practices. Of the total square footage of the facilities, 20,000 sq.ft. is residential apartments and single family dwellings. These residential units are leased out to student families and to RYSS employees. The residential portion of the facilities generate additional income, which is utilized to defray the mortgage payment.

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

This property was purchased by the Tejano Center for the specific purposes of the RYSS in November 1998. The Tejano Center and RYSS are presently applying

for educational bond financing, which will decrease our monthly mortgage payment and increase funding for our educational program operations.

- 4) Attach a copy of a lease agreement, deed to property or purchase agreement as applicable.**

See Attachment 17 (Deed to Property)

C. Student Attendance Accounting

Describe your student attendance procedures. Attach a current school year calendar and identify the hours of operation including a description of teacher/student contact hours.

The RYSS registrar follows these procedures for documenting daily attendance.

- 1) Registrar will pass out daily attendance folders to all instructors.
- 2) Primary academy and junior academy instructors will receive their attendance folders from the registrar who will also pick the folders up between 10:30 am and 11:00 am. Senior Academy attendance folders are passed out by the academy secretary and picked up by the secretary.
- 3) Once the registrar receives all attendance information then all data is inputted in the registrar's computer.
- 4) Registrar will document the attendance totals for each academy and RYSS overall and make copies available to the administrator and superintendent.
- 5) Attendance folders are then readied and passed out the next morning.

Provide a draft of a board policy for the admission of students eligible for a Public Education Grant (PEG) under Texas Education Code, Subchapter G, and Chapter 29. Describe how the school will implement the policy.

The RYSS school board has not yet addressed the admission of students eligible for a Public Education Grant.

D. Transportation and Food Services

- 1) Describe transportation provisions, if any, for students served by the charter school.**

Parents of any student requiring transportation contract with four different bus service providers that specifically serve the area in which the student resides.

2) Describe the provisions for food service, if any, for students serve by the charter school, include plans for free or reduced lunch and breakfast programs.

The Raul Yzaguirre School for Success cafeteria serves over 600 students on a daily basis. A menu for both breakfast and lunch are provided each month to our student population. The RYSS cafeteria serves a traditional based meal menu each month that assures our students of the five (5) major elements of a solid nutritional diet. The cafeteria operates Monday through Friday with a team of five (5) cafeteria employees who prepare meals for RYSS students. Food for the operation of the cafeteria is secured from seven different vendors and supplemented monthly with food stock obtained through the Planned Assistance Level Program (Pal A & Pal B) of the Federal Government. These food items assist the school in both the nutritional and financial operation of the school's meal program. Cafeteria employees are all certified food service workers through the City of Houston Health department and have backgrounds in food service. Meals are planned through the use of those systems and ideas generated from ideas and suggestions originated through our Regional IV's collaboration with those contributing to the dietary training's of food service employees of the various school districts.

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

Methods used to attract students to Raul Yzaguirre School for Success are through magazine and newspaper articles, television and radio talk shows, school's marquee, and brochures. Our best source continues to be word of mouth.

GOVERNANCE

11. GOVERNANCE OF THE SPONSORING ENTITY**A. Profile of the board members of the sponsoring entity.**

1. Describe the members of the governing board of the sponsoring entity and any other individuals who are working together to apply for a charter renewal, including their names, their backgrounds and experiences, and 3 references for each.

See Attachment 19

2. Attach a Notarized Biographical Affidavit for each member of the governing board of the sponsoring entity.

See Attachment 20

3. Describe the following for the sponsoring entity:

The Tejano Center for Community Concerns (TCCC) has a Board of Directors that oversees the different areas in which the organization is involved. The Board of Directors makes decisions concerning Hogar de Ninos, Tejano Child Placing Agency, Community Development Corporation, Medical Clinic and the Raul Yzaguirre School for Success.

- a. The TCCC Board of Directors has a Chairman, Vice-Chair, Treasurer, Secretary and Legal Counsel.
- b. An election is held annually to fill the positions of Chair, Vice-Chair, Treasurer and Secretary. This term of each office is one year. These are filled within the member of the Board of Directors. An officer may resign, be removed from office, or death.
- c. Member of the community who express an interest in serving on the Board of Directors is nominated. This name is forwarded to the Board Director, which then vote in the nominee.
- d. When a vacancy occurs the Board of Directors appoints a person to fill the unexpired portion of the term.
- e. Members of the Board of Directors serve for a term of three years. Members whose term expires maybe re-qualified and re-elected to the Board of Directors.
- f. The terms of membership in the Board of Directors are staggered, so that $\frac{1}{4}$ of the members' terms expire every year.

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

The Board of Directors has given the authority to each of the Academy Directors to make decisions in regards to the state approved book adoption.

B. School Management Board (if different from sponsoring entity board).

1. Attach a Notarized Biographical Affidavit for each member of the school management board if different from board of sponsoring entity listed in Section A above.

See Attachment 20

2. Describe the following:

a. School Board has a Chair, Vice-Chair, Secretary, treasurer and Legal Counsel.

An election is held annually to fill the positions of Chair, Vice-Chair, and Secretary. This term of each office is one year. These are filled within the member of the Board of directors. An officer may resign, be removed from office, or death.

b. Member of the community who express an interest in serving on the Board of Directors is nominated. This name is forwarded to the Board Director, which then vote in the nominee. The Member who expresses interest in the School Board is appointed to serve that capacity.

c. When a vacancy occurs the Board of Directors appoints a person to fill the unexpired portion of the term.

d. Members of the Board of Directors serve for a term of three years. Members whose term expires maybe re-qualified and re-elected to the Board of Directors.

e. The terms of membership in the Board of Directors are staggered, so that $\frac{1}{4}$ of the member's terms expire every year.

C. Governance Structures and Processes

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

Host Agency and School Board members serve 3 year staggered terms and are able to serve up to six consecutive years. After this period Board members must resign for a minimum of one year, but may return to serve another six years. The founder of the Host Agency and of the school also serves as President of the host agency and CEO of the school and will ensure that the original philosophy and direction of the school are not compromised. The school also seeks to maintain longevity among its personnel that are committed to the mission and vision of the school.

2. Describe the roles and responsibilities of the board(s). If the governance structure includes more than one board, e.g. a school board that is separate from the board of the sponsoring entity, articulate the responsibilities assigned to each of the boards.

The Tejano Center for Community Concerns (TCCC) has a Board of Directors that provides the governance for the Tejano Center and approves policy and conducts fundraising. The RYSS School Board provides the governance of the School, sets policy and conducts fundraising. The RYSS Board keeps the Tejano Center Board informed at its regularly scheduled meetings.

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

Parents and employees who have complaints go to their respective Academy Director to resolve the complaint. The Director makes recommendations in regards to the complaint. If the problem is not resolved then the parent or the employee may request to talk to the Director of Education. If the parties are not satisfied with the response from the Director of Education then it can be forwarded to the Chief Executive Officer. The parent or the employee can go before the School Board with the complaint, which occurs during the time for public comments in the agenda.

4. Describe steps taken to facilitate a productive relationship between administrators and teachers.

Each of the directors is responsible for the group of teachers in the three Academies. Faculty meetings are held every week to bring keep teachers informed. Teachers also meet with their grade levels to ensure that the students are being successful. Teachers can also request for materials that may be needed in the classroom to facilitate the learning in the classroom. Telephones have been installed into each of the classrooms to foster that communication between the teacher, parent and the administrator. The teachers have the capability to use e-mail to also communicate with their administrator.

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

Notices are posted to inform the public of meetings with the TCCC Board and the School Board. There is time in the agenda to have public recommendations and other input during these meetings.

The Parent Coordinator has meetings with parents every week. They discuss current happenings that are occurring at the school. Parents are asked for their input to some of the activities that are occurring. The Concilio de Padres, our parent organization is the organized parent group which meets regularly and can bring recommendations to the administration and the Board of Directors related to school operations.

6. Specify the extent to which any private entity is involved in the operation of your charter school. Identify any members of the governing board or officers of the charter school who are affiliated with that entity.

There is no private entity involved in the governance of the Raul Yzaguirre School for Success. There are individuals, businesses and corporations that provide support to the School.

**EVIDENCE OF
CONTINUING
ELIGIBILITY**

12. EVIDENCE OF ELIGIBILITY OF SPONSORING ENTITY

A. Statement describing evidence sponsoring entity

The Tejano Center for Community Concerns, Inc., is a 501(c)(3), community based non-profit organization incorporated in the State of Texas on June 24, 1992. Its mission is to improve opportunities for low-income children and families through the provision of educational, social and health services and community development initiatives. Its major programs include;

The Raul Yzaguirre Charter School for Success, which serves 600 students, from the Greater EastEnd of Houston in grades Pre-Kindergarten through 12th. The School is one of the first 20 charters in the State. RYSS enjoys excellent community support and involvement.

The Tejano Child Placing Agency provides holistic services to abused-neglected and homeless children from all over Harris county and other parts of the State. The program includes 13 foster homes for long term care and a Agency foster group home which provides emergency type care for up to 12 children at any given time.

The New Hope Housing Program focuses on the new development of affordable housing for low -income families. To date, fifteen homes have been built. Another 20 homes are projected to be built within the next 12 months. A senior citizens project and a 216 multi family rental project are also planned.

The Tejano Health Clinic, which has operated out of our Port Houston office for the last three years, will now operate of our School facility to facilitate more students and their families access. More than 1500 patients have been seen each year. The Clinic has been a labor of love and is not a funded program. Fees charged to the family are \$2.00 for children and \$5.00 for adults. Families unable to pay those fees are not required to pay.

See Attachment 21

B. Attach copies of the 501©3 determination letter from IRS, Articles of Incorporation and bylaws of sponsoring entity.

See Attachment 22

C. History of sponsoring entity

1.) Financial history of the entity

The financial history of the Tejano Center has paralleled its programmatic growth. The Agency initiated project activities in FYE in September, '93, with an operating budget of \$143,316. Its current operating budget is \$5,240,987. The attached chart graphically depicts the financial history of the Tejano Center during its eight year span.

See Attachment 23

2.) Credit report

Credit report has been requested, but not yet received. It will be forwarded to the TEA Charter School Division as soon as it arrives.

3.) Most recent IRS filing

See Attachment 23

4.) Disclosure of any liens

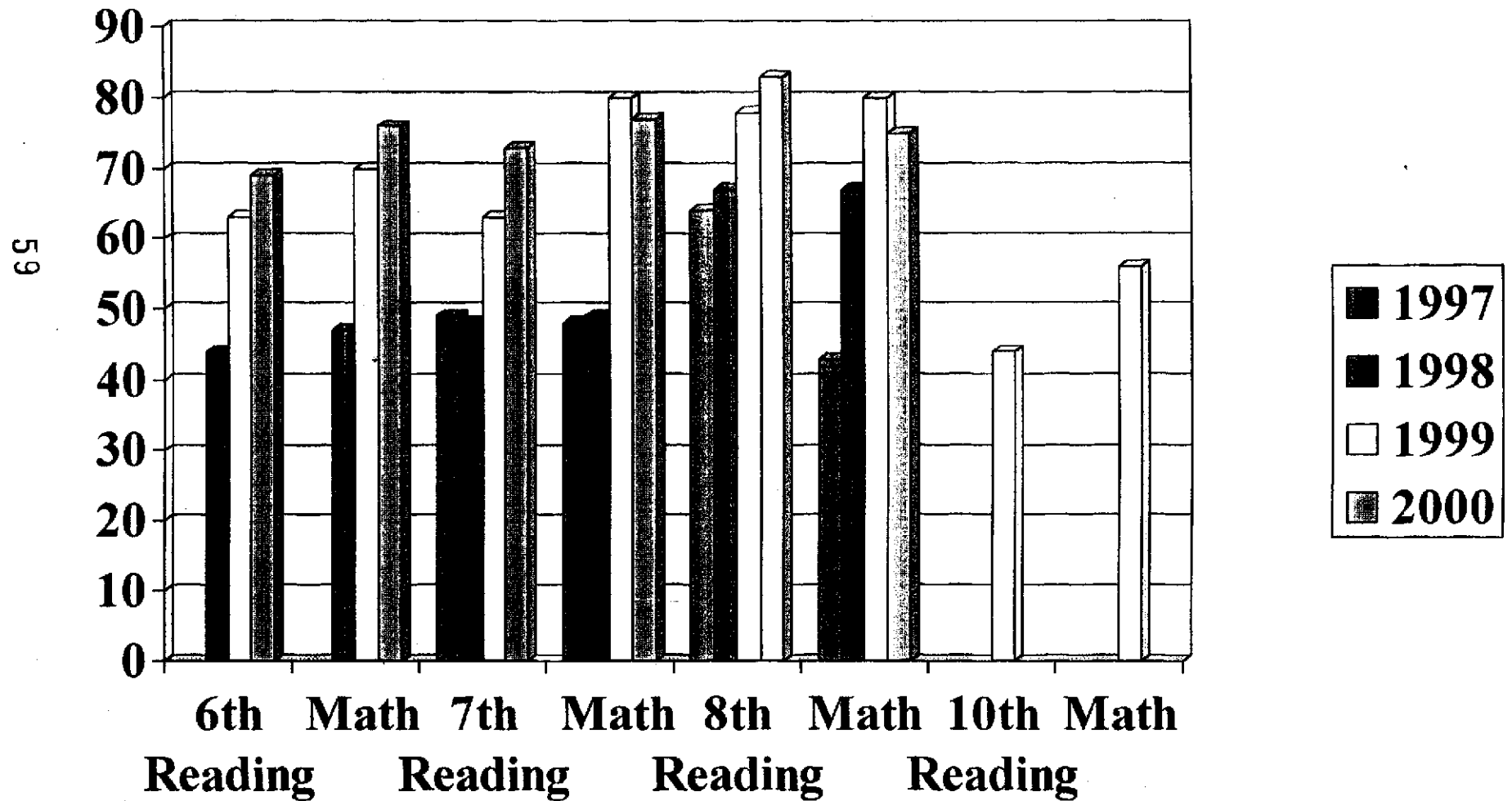
The Tejano Center for Community Concerns, Inc. does not now, or have ever had any liens against the corporation.

5.) Litigation History

The Tejano Center for Community Concerns, Inc. has never been involved in litigation involving the corporation.

ATTACHMENT 1

Raul Yzaguirre TAAS Scores 1997-2000



ATTACHMENT 2

COPYRIGHT MATERIAL

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ATTACHMENT 3

Tejano Center for Community Concerns

2950 Broadway
Houston, TX 77017
(713) 644-2340
Fax (713) 641-1853

October 27, 2000

Tejano Center for Community Concerns
2950 Broadway
Houston, TX 77017

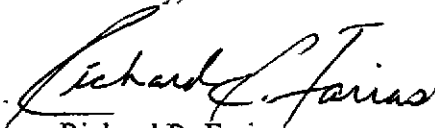
Dear Dr. Paige and President of the Board of Trustees:

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

Specifically, the guidelines approved by the State Board of Education require that the enclosed form, entitled, *Statement of Impact*, and a copy of the application for the proposed open-enrollment charter school be sent to each district that may be affected. Information is requested if the proposed open-enrollment charter may adversely impact a district financially, or if the proposed charter may impact the student enrollment of a district in a manner that impairs the district's ability to comply with a court order. The enclosed form may be completed by any district that may be affected, signed by the district's board president and superintendent, and returned to the Texas Education Agency, Document Control Center, Room6-108, 1701 North Congress Avenue, Austin, Texas 78701. It should be received no later January 4, 20001 for the information to be considered by the State Board of Education.

It is requested that you review the enclosed application complete the *Statement of Impact* form, and submit it to the Texas Education Agency. If you have questions about the process for approval of open-enrollment charter schools please contact Susan Barnes I the Division of Charter School at (512) 463-9575. If you have questions about the enclosed application for approval of an open-enrollment charter school affecting your school district, please contact Richard Farias at (713) 644-2340.

Sincerely,



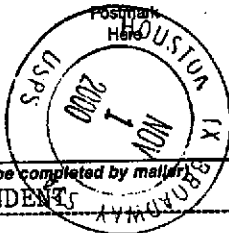
Richard R. Farias
CEO of Tejano Center for Community Concerns

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7000 0520 0019 1279 0803

[Redacted area]

Postage	\$ 2.09
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.74



Recipient's Name (Please Print Clearly) (To be completed by mailer)

MR. ROD PAIGE-SUPERINTENDENT

Street, Apt. No., or PO Box No.
HISD 3830 RICHMOND AVE.

City, State, ZIP+ 4
HOUSTON, TEXAS 77027

PS Form 3800, February 2000 See Reverse for Instructions

ATTACHMENT 4



APPLICATION

Navidad En El Barrio

P. O. Box 4084

Houston, Texas 77210

*Gonzales***EXECUTIVE BOARD OF DIRECTORS***President*

Officer Israel Gomez, Jr.
Houston Police Department
Home: 713-937-8787 • Pager: 713-938-0426
Office: 713-236-2282 • Fax: 713-236-2284

Vice President

Angelica Landa
Attorney at Law

Treasurer

Phil Gonzalez

Secretary

Claudia Almaguer

Parliamentarian

Roland Diaz

Sgt. At Arms

Officer Rosendo Briones

BOARD OF DIRECTORS

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Sgt. Victor Flores
Diana T. Galindo
Susana Lopez
Richard Olivo
Owen Torres
Agent Arthur Valdez

October 17, 2000

Mr. Richard Farias
Raul Yzaguirre School for Success
2950 Broadway
Houston, Texas 77017

Dear Mr. Farias,

We at, Navidad En El Barrio, have enjoyed our past partnership activities with the Raul Yzaguirre School for Success. Our volunteers give us great feedback on their sense of achievement in working with your students.

Navidad En El Barrio looks forward to continued involvement with the Raul Yzaguirre School during the upcoming years.

Sincerely,

Israel Gomez, Jr.
President



APPLICATION

CITY OF HOUSTON

Houston Police Department

Lee P. Brown, Mayor

1200 Travis Houston, Texas 77002-6000 713/247-1000

CITY COUNCIL MEMBERS: Bruce Tatro Carol M. Galloway Mark Goldberg Jew Don Boney, Jr. Rob Todd Mark A. Ellis Bert Ketter Gabriel Vasquez
John E. Castillo Annise D. Parker Gordon Quan Orlando Sanchez Chris Bell Carroll G. Robinson CITY CONTROLLER: Sylvia R. Garcia

October 23, 2000

C. O. "Brad" Bradford
Chief of Police



Mr. R. Farias
Raul Yzaguirre School for Success
2950 Broadway
Houston, Texas 77017

Dear Mr. R. Farias:

The D.A.R.E. Unit, Houston Police Department, has enjoyed our past partnership activities with the Raul Yzaguirre School for Success. Our officers who have taught the D.A.R.E. Program respond positively to their level achievement in working with your students.

The D.A.R.E. Unit looks forward to continued involvement with the Raul Yzaguirre school during the up coming years.

Sincerely,

Officer Hector Garcia
Community Services Division

ohg:icp





School of Public Health
Center for Health Promotion
Research and Development
*A World Health Organization
Collaborating Center*

Richard Farias
President
Raul Yzaguirre School for Success
2950 Broadway
Houston TX 77017

October 30, 2000

Dear Mr. Farias:

We, at the Center for Health Promotion and Prevention Research (CHPPR) at the University of Texas School of Public Health in Houston, greatly appreciate our partnership with the Raul Yzaguirre School for Success through the *Safer Choices 2* program. We are delighted to work with Yzaguirre on several teen health projects, to enhance health education programs and services for students at the school.

The Center for Health Promotion and Prevention Research looks forward to continued involvement with the students, parents and staff at Raul Yzaguirre School in the coming years.

Sincerely,

A handwritten signature in cursive script that reads "Chris Markham".

Chris Markham, MA
Project Director
Safer Choices 2



CHICANO FAMILY CENTER, INC.

7524 AVENUE E

HOUSTON, TEXAS 77012

(713) 923-2316

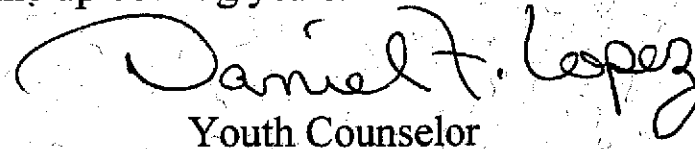
October 17, 2000

Mr. R. Farias
Raul Yzaguirre School for Success
2950 Broadway
Houston, Texas 77017

Dear Mr. Farias,

We at Chicano Family Center have enjoyed our past partnership activities with the Raul Yzaguirre School for Success. Our employees that have volunteered give us great feedback on their sense of achievement in working with your students.

Chicano Family Center looks forward to continued involvement with the Raul Yzaguirre school during the up coming years.


Youth Counselor





Marshall Tyndall
Senior Program Director

October 27, 2000

Richard Farias
President
Tejano Center for Community Concerns
2950 Broadway
Houston, TX 77017

Dear Richard:

I am writing in support of the Raul Yzaguirre Charter School for Success' request for the extension of its state charter.

Local Initiatives Support Corporation (LISC), a nonprofit organization, "is perhaps the most powerful force in America shaping the future of inner cities" according to *Governing* magazine.

Our organization has been actively involved with the school since its inception and has watched with great Houston pride as it has successfully grown from 100 students to 200 to now approximately 600 students learning at elementary through high school grade levels.

We are pleased that the school has been able to add 10,000 square feet of space to accommodate a new library and science lab for the students. But, we are most proud that with a significant percentage of "high risk" young people, the school continues to experience an attendance rate in the 97% to 98 % range. We also are proud that 95% of the parents continually volunteer more than 36 hours of their own time during the school year.

It is without hesitation that we support the opportunity for the Raul Yzaguirre Charter School for Success to continue to make such a dramatic impact on the lives of Hispanic children in Houston.

Most sincerely,

A handwritten signature in black ink that reads "Marshall Tyndall". The signature is written in a cursive style with a large, sweeping "M" and a long, trailing "l".

FUNDSTART

October 30, 2000

October 30, 2000

Mr. Richard Tarias
Raul Yzaguirre Charter School for
Success
2950 Broadway
Houston, Texas 77017

Dear Sir:

We are so very pleased at Fundstart and the Bayou Preservation Association to be active partners with Raul Yzaguirre Charter School.

Starting this past summer of 2000, we have had the privilege of taking your students on many field trips (T.A.A.S. and T.E.K.S. curriculum oriented) to introduce environmental science to them and then to expand their interest and knowledge.

The staffs at our various venues have been very impressed with your kids and their teachers. They have been sincerely involved in the curriculum and we believe have learned a great deal to date.

We look forward to taking the seventh and eighth graders on the three one-half days of teaching that we just completed with your sixth grade.

We look forward to a long and excellent relationship with you and your school--administration, teachers and students.

Most sincerely,



Duncan A. Ragsdale
Founding Director

To whom this may concern,

As concerned parents we want what is best for our children. We realize public schools now days are overcrowded, that concerned us very much. Our oldest and exemplary child started to have problems. The first year in a "Big high school" where [REDACTED] was in a magnet program. [REDACTED] was overwhelmed with the big school and the number of students that went there [REDACTED] started experimenting skipping classes and soon after school altogether.

Luckily we were able to handle that problem before it was too late. Although we were able to convince [REDACTED] that what [REDACTED] was getting into was a major mistake and not good for [REDACTED] progress in high school it was too late to bring up [REDACTED] grades to keep [REDACTED] at that school in the magnet program. Over the summer we came across RYSS and applied for the upcoming year. Our [REDACTED] was accepted and [REDACTED] progress is ongoing.

We appreciate the attention our children get at RYSS.

Having experienced regular public schools the difference between the two is the size of the classes, the communication between the teacher and the students, and the communication between the teachers and parents. Kid's at RYSS seem to have a better relation at a closer range with the teachers and staff.

The teachers and staff at this school are easier to get a hold of in case of an emergency or simply to have a parent teacher conference to know how our child is progressing.

I feel good to know that the teachers and staff know my child as an individual and are able to contact us when there is a problem or concern immediately.

Academically our kids have kept their grades above our expectations and that is the best part of all.

We have a senior student at RYSS and [REDACTED] as an individual we feel has progressed tremendously. [REDACTED] has showed great progress and is very excited about continuing [REDACTED] education. And for that we have to thank [REDACTED] teachers at RYSS.

Sincerely,

[REDACTED]

10/30/00

"Reflection of Raul Yzaguirre"

Attending Raul Yzaguirre was a new experience for me. Due to the fact that it was a small school and the teachers and students were on a one-on-one basis with each other. At RYSS being able to communicate with my teachers was one of my advantages. At RYSS I wasn't over looked by the teachers, they took time out of their busy life to help me with any problems or questions that came up. I was able to talk to them about other subjects other than the ones that were talked about in class. I was also able to confide in them about personal problem as well.

Raul Yzaguirre Charter School also introduced me to a new school environment that I had never experience before. Here the classes were smaller and there were only one hundred high school students who attended. That gave me a chance to get to know my classmates better and the staff as well. The atmosphere was always nice and happy because there never seemed to be any fights or problem during the school year.

One of my high points coming here was having a principle that was a positive role model to his student and colleagues too. He would take time out to help his students in anyway that he could to make sure that they would not feel ignored. The communication lines were always open at any given time for me. Having a principle so open-minded and fair gave me a sense of belonging, which you don't get, at most schools by your high school principle like we do here at RYSS.

Raul Yzaguirre Charter School has made a very big impact on my life as well as my future. This school has built-up my self-esteem and it has given me encouragement that I have never had before. It has helped me by letting me follow my dreams and to help me overcome any obstacles that may come my way in the future. Being a [REDACTED] now a days is very hard and a Hispanic [REDACTED] at that doesn't really make it any easier for me.

This school has helped me to better understand myself as a person and to become closer with my Hispanic root as well. Just being able to have a chance to come to this school was great. Where the school motto is "Failure is not an option, every student can and will succeeds" is an excellent encouragement for any student to hear while attend this school. It shows the student that they are taken into consideration and are a valuable asset to RYSS.

For me being among the first to graduate from Raul Yzaguirre is an honor and a privilege because there is "NO" high school more appreciative to their students as this on is. I have the up most respect for this charter school and for what it stands for. That is why I would like to say "THANK YOU", to all the people who made this school possible because sincerely I wouldn't know where or what I would be doing right now if I wasn't here in this school. This was the only school where the teachers and the principle believed in me enough to allow me to come here, when nobody else would so.

THANK YOU from the bottom of the heart I'm greatly appreciated.

A Part of a Difference

As of myself I've been a part of both HISD schools and Charter too. Since my Kindergarten year up to my freshmen year I've attended HISD schools. For almost three years now I have attended Raul Yzaguirre which is a charter school. When I went to [REDACTED], it was okay and not okay at the same time. Obviously [REDACTED] has a pretty large attendance of students which makes it hard to know everyone. You're mostly counted as a number and not as an individual. Over here at Raul Yzaguirre we're about 100 students in the high school and all the teachers and staff know you by your name and everyone knows who you are. Being all part of a smaller group of students there's hardly any fights at all and everyone is there to defend you no matter what. It's true that there's more people and more friends at a bigger school, but there's also the probability of having more enemies on campus without you even asking for them. For those wanting to go to college after they graduate have a better opportunity of obtaining scholarships because there is less competition. Raul Yzaguirre is smaller so having to worry about not being in time for class because it's all in the other side of the building or being stuck in the hallways is no problem here. The advantage of having your teachers know you is better because they are more willing to help you out with your homework just about any time. Classes are smaller too making it easier to answer just about everyone's question in class. For those who have been attending Raul Yzaguirre since the start are likely to be more attached to this school because they have been part since the very beginning. Not

everything has been perfect but many have learned to love what we have been a part of and we do care for this school otherwise not many of us would still be coming year after year. I started in this school in my sophomore year and have liked it since then that I'll be graduating from here pretty soon. Raul Yzaguirre has made a difference because it allowed me to move at a faster pace than others and has given me access to many opportunities. I have taken college courses in which I already have college hours even before graduating high school. I have a greater chance to get more of a scholarship because there's less students in school. In a way being in this school has taken off a little of the pressure of everyday life because there's always someone there willing to help you out. As of my college preparation I'm receiving help and now have a better idea of what I will face later in life. In my opinion I'm glad I'm a student of Raul Yzaguirre and I have no regrets for leaving HISD schools to attend a charter one. There's plenty of knowledge in every sense that I have obtained here that I'm sure it would have been more difficult to obtain if I would have continued in any HISD school.

Charter schools have many advantages. The first and obvious advantage is the student population. With the student-body being smaller than public schools, the students are able to get individual attention from teachers. This allows the students to focus on their schoolwork and areas of trouble in their education. The students in charter schools are receiving the same education as in public schools, but they are able to achieve higher due to the student-teacher ratio. The students are also having the opportunity to receive more credits because in charter schools there are more semesters, credit by exams and distant learning courses. Besides enforcing education, charter school students participate in public events and community projects. These activities prepare the students to work with other individuals outside of school and give them a chance to give back to the community.

Raul Yzaguirre Charter School has changed my life in many ways. Enrolling to the school gave me an opportunity to catch up in what I needed. I know if I was to stay at a public school I probably would not be in the grade I am in now. Raul Yzaguirre gave me a chance to earn my credits and move to a higher grade level as I past each course in which ever way I attempted to take them. In public schools the student-teacher ratio is not very good . Since there are too many students in public schools, the students are not able to get the individual attention of the teacher, which they may need. For the sake of attending Raul Yzaguirre School, it is one move I do not regret at all. The relationship between the administrators, teachers and students is amazing. The students are able to ask questions about school work, get individual help, and other types of things they may need to guide them through their education. Besides educating us through books and lessons, Raul Yzaguirre gives the students an opportunity to work with the community and other projects outside of the school. In various ways RYSS has helped me to get an education and learn to expand my heart while working with the community and others.



10. 27.00
Homeroom: Mr. Garza
RYSS

October 2000

I am frequently asked why I chose to attend Raul Yzaguirre School for Success. Honestly there are several reasons why I chose to attend this school. Many people don't see how this school can actually help a student any more than a regular public school. Well I am proof of what RYSS and other Charter schools can do.

First of all, ever since I was small I would always attend small schools. This was until the 9th grade when I decided to have a taste of a big public high school. My first year in high school and I began to skip classes and then skip school completely. Of course this caused my grades to go down to C's and D's. My parents were very upset and I knew that wasn't really who I was. Once it was too late I finally realized that I might not be able to graduate at my anticipated time if I continued the way I was going. Of course by this time it was already too late to improve.

Over the summer my parents and I discussed what we could do to improve my grades in the up-coming year. My dad told me about Raul Yzaguirre. He told me it was a small charter school and that it was close to home. I was already used to the way charter schools worked so the system wasn't a new thing I'd have to learn. When I arrived at RYSS the teachers and staff welcomed me with open arms, like they'd known me for years. I liked the way teachers and students were able to get along but still maintain a strict respectful teacher/student relationship. Raul Yzaguirre has helped me bring my grades up and keep them up. While at Raul Yzaguirre I have received several awards and recognitions. I had the opportunity to travel to Mexico City and meet the president. Also while at RYSS I was recognized by TEA and received a medal for my efforts. I am also

part of Yzaguirre's first graduating class. RYSS has helped me go from a 9th grader to a 12th grader in less than two years.

Raul Yzaguirre has helped me bring out my full potential. Although many may not think much of a charter school, I know that my future will reflect my skills and full potential. I will then have all of my teachers that helped me and especially Raul Yzaguirre School for Success.

Raul Yzaguirre School for Success
2950 Broadway
Houston, Texas 77017

Dear Mr. Farias,

I am a concerned student at Raul Yzaguirre School for Success, writing in support of the renewal of the charter for RYSS. My name is [REDACTED] and in the following paragraphs I'm going to give you three of the many strong points RYSS has. Hopefully, you will read this and come to the conclusion that this a great school and the charter renewal should be granted.

One of the great things about RYSS is that it provides students with a safe environment. There have been no violent attacks on teachers or students, unlike larger HISD schools. RYSS doesn't treat us as criminals by forcing us to go through metal detectors and body searches. Parents actually can leave their son or daughter at school without having to worry about their child getting shot or stabbed.

The teachers at RYSS are fantastic. They're attentive and ready to help each student individually. I personally believe we have some of the best teachers in the state. The teachers give students a reason to get out of bed, early in the morning, and come to school. That one reason will end up giving us more opportunities imaginable.

Another reason RYSS is a wonderful school is the mixture of students in a classroom. In just one classroom you can find ESL students, average students, and gifted and talented students. The teacher and the teacher aid help every child succeed to their highest potential.

In conclusion, Raul Yzaguirre is an awesome school. We have excellent teachers and students are ready and willing to learn. So please grant RYSS it's charter renewal so it can stay open for many more years and produce many more successful students.

Sincerely
[REDACTED]

Raul Yzaguirre School
for Success

2450 Broadway

Houston, Texas 77017

Dear Mr. Farias:

I am a concerned student at Raul Yzaguirre School for Success, writing in support of the Charter renewal for R.Y.S.S. My name is [REDACTED] and I have attended R.Y.S.S. for my three junior-high years. At this time I would like to share with you three reasons why I think our school is very important.

First of all, one of the best reasons is that it is a small school. The fact that it is a small school helps a lot because it makes us feel safer. We have not had serious incidents where they would refer to the police, unlike many middle schools.

The second reason I like R.Y.S.S. is that our teachers are very concerned. A way of demonstrating this is by the annual visits made to each student's home. They not only want to provide us with a safe environment at school but also at home.

Finally another great reason why R.Y.S.S. is unique is that we have the after school program.

Every semester they provide us with a variety of extracurricular activities to choose from. We have sports, tutorials, cultural arts and many more. We participate in these activities from 3:30, which is dismissal time to 5:00pm.

Our staff believes that remaining on campus until this time keeps many of us out of trouble.

These are the three important reasons why I think R.Y.S.S. should remain a Charter School. R.Y.S.S. is a wonderful school that provides us with a great learning environment. I am sure after reading this letter you and anyone else will agree.

Sincerely, 



Paul Yzaguirre School for Success
2950 Broadway
Houston, Texas 77017

Dear Mr. Farias :

As a concerned student at Paul Yzaguirre it has been brought to my attention that this is the year of the charter renewal. I would like to take this opportunity to support the renewal with three ideas that I have.

Parental voluntarism is one of the ways to change a school. For example, in this school parents come to volunteer with the school's needs. They help the school in many ways. They know how and what the school is doing and what the school is doing bad. They own a little part of this school.

This school offers a variety of sports during power hour. It has a basketball, volleyball and baseball team. Last year these teams had a great season. The baseball team was the best team in the Mason Park league. At this time of the year it is time for the basketball season. Coach Hernandez is working really hard with the basketball team so they can have a great season. Although, the volleyball team lost its first game of the season, we hope they can come back and have a terrific season.

Finally, the school's food is

great! Parents come everyday and cook a meal for the students. They do a magnificent job preparing a meal for us. Although the school cafeteria is small, we can eat in peace and be comfortable.

These are just three reasons why Paul Izaguirre should have its charter renewal. I hope you will have the same opinion as me after reading this letter.

Sincerely,

A solid black rectangular redaction box covering the signature area.

ATTACHMENT 5

Point, 58 Hammerly, 85 Antoine and the I-10
Memorial Express

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

Location: The Telano Center for Community Concerns is applying to the State Board of Education for approval to operate an open-enrollment charter school (Raul Yzaguirre School for Success) to be located at 2950 Broadway, Houston, Texas 77017. Charter schools are public schools established by nonprofit organizations, institutions of higher education, or governmental entities. These schools are publicly funded and are free from many state regulations that apply to other public schools. The following descriptive information about the proposed school is being provided for the benefit of the community in which the school is located.

Sponsor: Name of the charter school: Raul Yzaguirre School for Success

Name of the sponsoring entity of the charter: Telano Center for Community Concerns

Chief Executive Office of the school: Richard R. Arias

Board members of the sponsoring entity: RYSS

David Massin Gayle Fallon

Dolores Sanchez Ramon Garza

Alex C. Lira Sara Santiago

Yuri A. Calderon Jorge Guerrero

Helga Mathei Irma Guadarrama

Eddie Hernandez Charlie Galindo

Board members of the school operating board: RYSS

Board Members Helga Mathei

David Massin Irma Guadarrama

Dolores Sanchez Charlie Galindo

Gayle Fallon

Location of the school: 2950 Broadway Houston Texas

77017

Brief description of the school: The school opened in

August 1996 as one of the first 20 charter schools in

Texas.

Grade levels to be served: Pre-K thru 12th grade.

Comments: The State Board of Education invites comments about

any aspect of the school or its sponsoring entity.

Comments must be communicated in the form of a

signed letter directed to the State Board of Education.

Only letters specifically addressing a specific proposed

school will be considered by the board. Letters may be

sent to the following address: Texas Education

Agency, Division of Charter Schools, 1701 North

Congress Avenue, Austin Texas 78701.

**EXPERT ADVICE on your classified ad,
Chronicle Classifieds 713-224-6868.**

ATTACHMENT 6

Houston Chronicle Sunday, October 29, 2000

**NOTICE OF
PUBLIC HEARING**
The Raul Yzaguirre Char-
ter School for Success is
holding a public hearing to
publicly review the school's
new application for the
charter school. Meeting
will be held at 2950 Broad-
way, on Tuesday, October
31, 2000, at 6:00 p.m.
THE PUBLIC IS INVITED.

NOTICE OF PUBLIC HEARING

The Raul Yzaguirre Charter School for Success is holding a public hearing to publicly review the renewal application for the charter school. Meeting will be held at 2950 Broadway, on Tuesday, October 31, 2000, at 6:00p.m.

THE PUBLIC IS INVITED

Tejano Center for Community Concerns

2950 Broadway
Houston, TX 77017
(713) 644-2340
Fax (713) 641-1853

Raul Yzaguirre School for Success Renewal Application
Public Hearing
Tuesday, October 31, 2000
6:00 p.m.

The Tejano Center for Community Concerns (TCCC) held its renewal public hearing for the Raul Yzaguirre Charter School on October 31, 2000 at 6:00 p.m. in the school auditorium. There were a total of seventeen people in attendance. Mr. Richard R. Farias, CEO of the school opened the meeting by explaining the purpose for the public hearing. There was a general introduction of staff in attendance as well as community participates. Mr. Farias indicated that RYSS began with 100 students in 1996 and that we currently have 600 students enrolled. Highlights of RYSS were presented with emphasis on core subjects, reading, math, writing and technology; student uniforms; safety and security; extended day program; teacher and student ratio; campus employee/student ratio. RYSS will have its first graduating class this school year. Mr. Farias also spoke of our plans to improve the school within the next five years as described in the renewal application. Teachers at RYSS also make home visits to see the actual living conditions. We can then understand as to why the student may be having problems and we can then help them. Mr. Farias then went on to outline the plans of RYSS for the next five years as described in the renewal application.

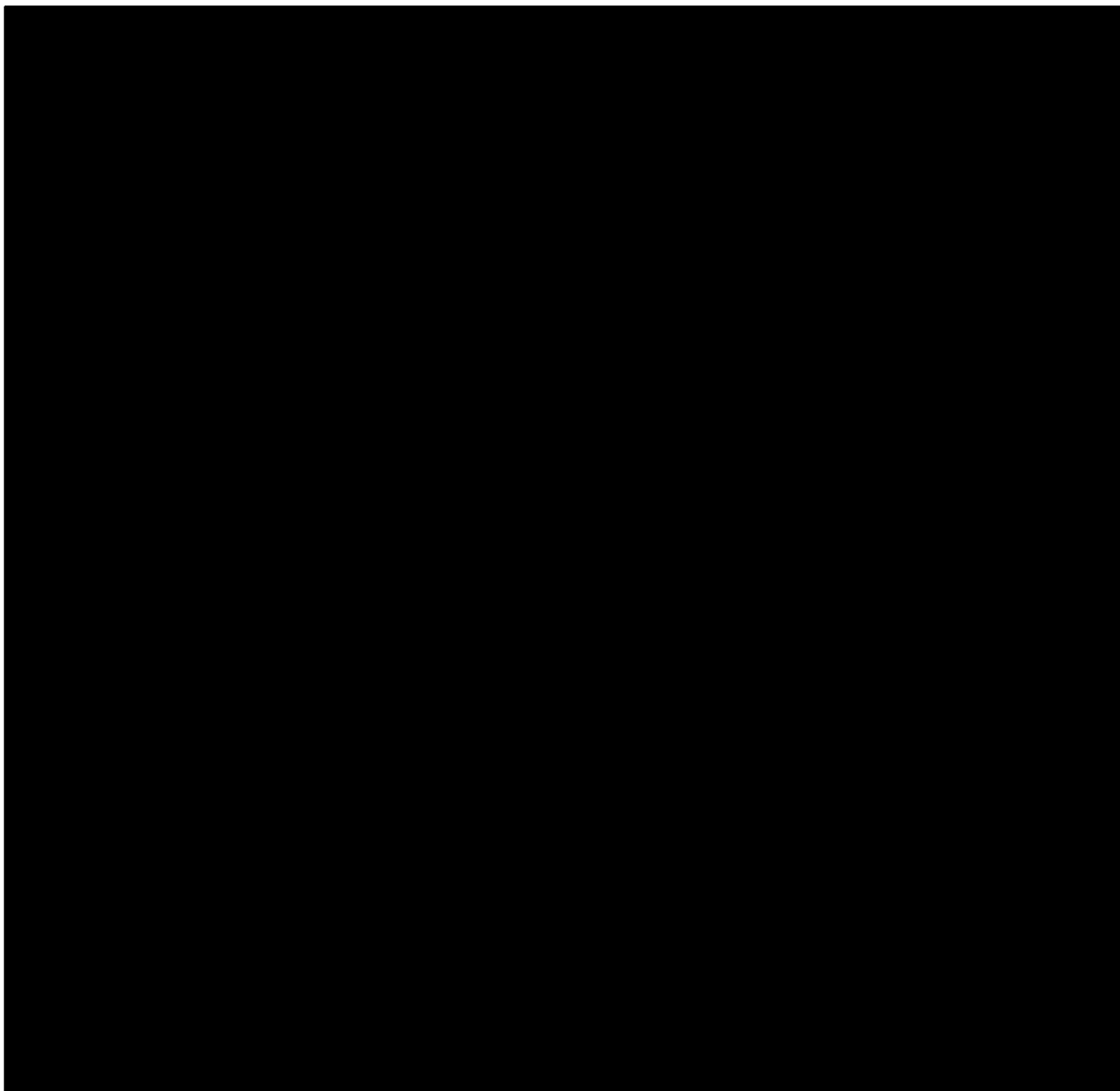
The floor was opened for questions and comments.

One of community members expressed his appreciation of the good behavior of the students. He added that having worked in the regular school district for over twenty years, he could see that our students were "more tranquil and more respectful than what he had ever observed in other schools." Another participant who stated that his nephew attended RYSS expressed his appreciation for how well his nephew was doing educationally and socially. Another participant indicated his pleasure in seeing our direction in technology. He is acutely aware that the Internet is an important tool for students to learn how to use and the impact that is making in today's society. One participant expressed her gratitude for TCCC and RYSS having started adult classes in the evening in which she participates.

There being no further comments or concerns the meeting adjourned at 6:58 p.m.

Raul Yzaguirre School for Success
2950 Broadway
Houston, Texas 77017
(713) 649-6201

RYSS Renewal Application Public Meeting
October 31, 2000



ATTACHMENT 7

Tejano Center for Community Concerns, Inc.

Personnel Policies

&

Procedures

Personnel Policies And Procedures

The Personnel Policies And Procedures Have Been Approved By The Board Of Directors Of Tejano Center For Community Concerns. They Apply To All Staff Members Of The Agency And Contain The Expectations Of The Agency Regarding Its Staff. At The Same Time, These Establish The Working Conditions And Benefits Employees May Expect From The Agency.

Each Employee Is To Be Given A Copy Of These Policies And Procedures. They Are To Be Received And Explained To Each Newly Employed Staff Member In Their Orientation Session.

The President Is To Review These Policies And Procedures Annually. The President Will Recommend Changes, Deletions And/Or Additions To The Board Of Directors. All Changes Are To Be Given In Writing To Each Staff Member. For Programs Funded By Public Monies, These Policies Will Apply Provided These Do Not Conflict With Government Regulations And Can Be Covered By Government Budget Provisions.

The Agency Employs Staff On The Basis Of Potential Or Demonstrated Ability Without Regard To Race, Creed, Color, Religion, Sex, National Origin Or Age. The Opportunity To Advance Is Made On The Same Basis. Tejano Center Is An Equal Opportunity Employer.

Application For Employment Is Normally Made Through The Project Manager. The Opening Is Initially Posted On The Bulletin Board Of Every Facility Of The Agency. If No Qualified Staff Member Applies For The Position, The Personnel Department Then Submits The Applications To The President Who Then Interviews Applicants And Make The Decision To Employ. References Are Checked And Skill Or Proficiency Tests Given Where Applicable. The Applicant Is Offered The Position, And If It Is Accepted, A Starting Date Of Employment Covering All Details Pertaining To The Job Title And Description, Salary, Work Schedule, Name Of Supervisor And Personnel Classification Is Given To The New Employee.

Application Form: The Following Statement Shall Be Placed On The Agency's Application For Employment Forms, So That The Information On The Application Will Be As Accurate As Possible. "A False Or Dishonest Answer To Any Questions On This Application May Be Grounds For Rating You Ineligible For Employment With This Agency Or For Dismissing You After Appointment. All Information Will Be Considered In Determining Your Eligibility For Employment With This Agency." The Agency Shall Check The Accuracy Of The Information Given On An Application And Shall Make Oral Or Written Contact With Each Person Listed As Reference Thereon. Applications Will Remain Of File For No Less Than Three (3) Years Since Time Of Initial Application.

The Agency Shall Notify Each Staff Member Of His/Her Employment In Writing. Such Written Notice Shall Include All Necessary Information Pertaining To The Assignment And The Remuneration Which The Employee Shall Receive And Other Specific Conditions Related To The Employment Of The Individual. The Document Must Have The Signature Of The President, Otherwise The Notice Is Not Valid. Qualifications As Stated In All Job Descriptions Are Preferred But Equivalent Experience And In Education Will Be Considered. An Applicant Is Not Considered Employed By Tejano Center Until His/Her Application Is Properly Processed By The Agency's Accounting Department.

No Full Time, Permanent Employee Of Tejano Center Shall Engage In Any Occupation Or Outside Activity Which Conflicts With Or Is Detrimental To His/Her Employment With T.C.C.C.

Nepotism:- No Person Shall Be Employed At T.C.C.C. Who Has A Relative Employed By The Agency In A Direct Supervisory Capacity Or On Its Board Of Directors.

Equal Opportunity Employment

Tejano Center Is Committed To A Policy Of Providing Equal Employment Opportunity Based Upon Potential And Demonstrated Ability Without Regard To Race, Creed, Color, Sex, Religion, Physical Disability, National Origin Or Age.

Salary Scales

All Employees Of Tejano Center Will Not Receive Less Than The Federal Minimum Wage. The Project Manager And The President Shall Determine Wage And Salary Comparability In Accordance With Established Guidelines And Shall Prepare Salary Schedules Accordingly. Salary Schedules Shall Be Determined For Each Job Title In The Agency. Changes In Salary Ranges Or Creation Of New Salary Ranges Shall Be Recommended By The Project Manager And Approved By The President. All Changes Or Additions To Salary Schedules Must Be Acted On By The Project Manager And Approved By The President. Based On The Availability Of Funds, Salary Increases May Be Awarded On A Merit Basis By Promotion Or By Annual Increment. No Salary Changes Are Official Unless Approved In Writing By The President.

Official Time And Attendance Records Will Be Maintained In The Accounting Office For A Period Of Three (3) Years.

At The Present Time, Fringe Benefits Accorded, Or Paid For Tejano Center Employees Are:

1. Fica (Social Security)
2. Unemployment Compensation
3. Workmen's Compensation
4. Medical Insurance With Limitations Imposed By Budget Constraints And As Determined By The President.

All New Employees Are Hired With The Understanding That They Are On Probationary Status For The First Three (3) Months Of Their Employment. Either The Employee Or The Agency May Terminate Employment, Without Notice, At Any Time During The Probation Period.

Probationary Period: All New Staff Members Shall Be Hired On A Ninety (90) Day (3 Months) Probationary Period. Termination Of Probationary Status Is Dependent Upon A Written Evaluation Of The Employee's Job Performance. If Performance Has Been Satisfactory, The Employee Becomes A Regular Staff Member At The End Of His/Her Three (3) Months Probation. It Is Required That The Employee's Supervisor Make The Performance Evaluation Within The Two Week Period Immediately Preceding The Completion Of The Probationary Period. If Delayed, The Supervisor Shall Give Written Notice Of The New Date For The Performance Evaluation. Staff Members Requesting And Receiving Promotions To Higher Classified Positions Are On Probationary Status For The First Three (3) Months Of Employment. They Can, During This Time, Take Sick Leave, Or Personal Leave.

Health Examinations: All Staff Members Whose Positions Are Required By Law Or A Funding Source Regulation Or Guideline To Have A Health Examination Must Have Such An Examination At The Time Of Employment And Annually Thereafter. The Cost Of This Examination Will Be Paid For By The Agency.

The Agency Will Designate Where All Physical Examinations Are To Be Done. The Agency May, At Its Discretion, Request Or Authorize A Medical Examination Of Other Staff Members If It Is Determined That An Examination Is Necessary. Such Examination Will Be Paid For By The Agency.

Orientation Of New Employees: Newly Employed Personnel Are To Receive Two Orientations. First By Their Immediate Supervisor Related To Duties, And All Job Related Information. Second, By The President Or His Designate, Who Is Responsible For Their Orientation To The Agency, Its Purpose, Function, Structure, Work Rules, Disciplinary Procedures And All Benefit Programs, Etc.

The First Orientation Is To Be Done By The Supervisor Beginning On The Employee's First Day Of Work And Continuing As Needed. This Orientation Is To Include:

1. Introduction To Co-Workers;
2. Description Of General Office Practices;
3. Information Regarding Work Schedule, Lunch Breaks, Etc.;
4. Whom To Call In The Event Of Absence Or Illness;
5. Policies, Procedures And Referral To Accounting Office;
6. The Employee Shall Be Provided With His Job Description, Personnel Policies And Procedures Handbook No Later Than Two (2) Weeks Within This Initial Entrance Into The Organization.

The Agency Orientation Is Conducted By The President, Or His Designate, At Regularly Scheduled Intervals During The Year And Shall Include:

1. A Description Of The Agency, Its Goals, Objectives And Purpose, Its Administrative And Board Structure, Its Programs And Services And Its Funding.
2. A Complete Review Of The Personnel Policies And Procedures Of The Agency.
3. A Detailed Explanation Of All Benefit Programs With Instructions As To Enrollment. All Time Requirements Affecting Eligibility And/Or Participation Will Be Explained.
4. The Securing Of Data To Be Used In The Event Of An Emergency Regarding Family Members, Doctor, Etc.
5. The Providing Of A Packet That Includes All Employee Fringe Benefits.
6. Information Regarding The Houston Area Teacher Credit Union.

Employment Agreement: In Accepting Employment With Tejano Center, A Staff Member Assumes Certain Definite Duties, Responsibilities And Relationships Which Are To Be Observed In Fulfilling The Duties Of His/Her Position With The Agency. It Is, Therefore, Expected That All Staff Members Agree To And Accept As A Condition Of Employment The Responsibilities And Rules Of Work Conduct Set Forth Below.

Each Staff Member In Accepting Employment With The Agency Agrees To The Following Work Rules:

1. To Work Conscientiously Toward Achieving The Objectives Of The Agency In Compliance With It's Philosophy, Policies And Procedures.
2. To Perform Assigned Duties At A High Level Of Quality, Accuracy, Neatness, Effectiveness And Integrity.
3. To Work Cooperatively With Other Staff Members In A Sincere, Tactful And Positive Manner. To Respect The Opinions, Views And Actions Of Fellow Staff Members And To Use Appropriate Channels To Express Judgement On These Matters.
4. To Be Punctual And To Plan Assigned Duties To Achieve Effective And Productive Use Of Time. To Report Absences Promptly To The Supervisor Or Person Designated To Receive Such Calls.

Personnel And Employment Records- The Agency Shall Maintain An Individual Personnel And Employment Record For All Staff Members. The President Is Responsible For The Compiling, Maintaining And Protection Of These Records. They Are To Be Kept Confidential And Used Only By Those Employees Authorized By The Agency. An Employee Upon Written Request May Review His Record But May Not Take It Outside The Physical Plant. Personnel Records Returned With Pages Missing May Be Grounds For Disciplinary Action.

The Personnel And Employment Records Shall Include:

1. Applications, Resumes, References And All Other Data Relative To The Employment Of The Person.
2. All Correspondence And Memorandums Pertaining To The Individual.
3. A Copy Of The Letter Of Employment.
4. A Copy Of The Employee's Job Description And Any Changes In The Description And/Or Duties Of The Job As Well As Copies Of Job Descriptions Of Positions To Which The Employee Has Been Transferred Or Promoted.
5. Evaluations, Commendations, And All Documentation Of Any Disciplinary Action.
6. All Records Pertaining To Benefit Programs.
7. The Employee's Health Card Or A Copy Of Same.
8. All Records Pertaining To On-The-Job Injuries.
9. The Employer's Copy Of Each Year's Irs W-2 Form.
10. Any Other Material Pertinent To The Person's Job History And/Or Performance With The Agency.

The Following Staff Members Are Authorized To Have Access To The Personnel And Employment Records: The President, Chief Fiscal Officer, The Employee's Program Manager, And Any Other Supervisory Staff Designated By The Executive Director. Staff Members Shall Have The Right To Inspect And Review Their Personnel Records Upon Their Request. Records Will Be Kept In File For Two (2) Years, Afterwhich They May Be Destroyed.

The Regular Work Week Is Forty (40) Hours, Five (5) Days A Week. As Program Needs Require Coverage Beyond The Usual Working Hours Each Employee Is To Be Given A Work Schedule Consistent With These Needs And The Forty Hour Work Week.

For This Purpose, The Work Week Is Considered To Be Monday Through Friday, Unless Program Needs Dictate Otherwise. All Staff Members Are To Submit To The Payroll Department Time Sheets Showing Hours Worked During Each Pay Period. These Time Sheets Are To Be Approved By The Employee's Supervisor. Salary Is Calculated On Thee Basis Of 2,080 Hours Worked Per Year. One Day Off Or Accrued Is Counted As Eight (8) Hours. A Work Week Shall Be Figured As Five (5) Working Days, Unless Program Needs Dictate Otherwise. Payday For All Staff Shall Be Every Two (2) Weeks. Pay Checks Will Be Distributed Every Other Friday. In Case Friday Is A Holiday, Payday May Be On The Following Monday.

If An Employee Would Miss Work On One Of The Last Two Days Of The Pay Period And Would Be Receiving His Or Her Last Agency Paycheck, The Paycheck Would Be Made Void And The Employee Would Receive A New Paycheck Reflecting The Absence. This Second Check Could Be Issued On The Next Working Day, At The Discretion Of The President.

If The Above Payroll Schedule Violated Any Program's Funding Source Regulations, That Program's Payroll Schedule Would Need To Conform To The Requirements Of The Program.

The Agency Will Observe 12 Holidays With Pay Each Year. Holidays Falling During A Staff Member's Vacation Day Will Be Counted As A Vacation, But As A Holiday. If Requested To Work On A Scheduled Holiday By The Executive Director, A Staff Member May Take Two Days Off At His Election Within The Following 30 Days Or As Approved By The President.

The Following 12 Holidays Are Observed By The Agency:

- | | |
|-------------------|-------------------------------|
| 1. New Year's | 7. Labor Day |
| 2. Good Friday | 8. 16 Of September |
| 3. Easter Monday | 9. Thanksgiving Day |
| 4. Cinco De Mayo | 10. Friday After Thanksgiving |
| 5. Memorial Day | 11. Christmas Eve Day |
| 6. Fourth Of July | 12. Christmas Day |

Holidays Falling On A Saturday Will Be Observed On Friday And Those Falling On Sunday Will Be Observed On Monday. The Above Scheduled Holidays Are Tentative. The President Will Issue An Updated Version Of The Holiday Schedule During January For The Current Year.

Vacation Time Schedule-The Agency Will Adopt A Vacation Accrual Schedule Which Will Be Followed In Determining The Amount Of Vacation Due Employees Each Year.

1. Two (2) Weeks, (10) Working Days (.8333 Days Per Month) Is Awarded Each Year For The First Three (3) Years Of Consecutive Employment. Vacation Benefits Are Prorated As To The Date Of Employment.
2. After Three (3) Consecutive Years Of Employment, Employees Earn Fifteen (15) Days Of Vacation Leave For The Full Year, Or 1.25 Days Per Month. This Continues Through Seven Years Of Consecutive Employment.
3. One (1) Month, (22) Working Days (Or 1.833 Days Per Month), Is Awarded When Employed Longer Than Seven Years. No Vacation Leave May Exceed 22 Working Days.

Upon Resignation Or Termination, A Staff Member Will Be Paid For All Vacation Time Accrued But Not Used.

If The Department Manager Wished, He/She May Allow Accrued Vacation To Be Used On A Monthly, Quarterly, Etc., Basis. In The Event The Employee Has No Vacation Leave Accrued, The Approved Time Shall Be Counted As "Leave Without Pay". Holidays Occurring During The Time Of Vacation Leave Will Not Be Charged Against Such Leave. Vacation Leave Must Coincide With The Best Interest Of T.C.C.C. It Is The Responsibility Of The Program Manager To Insure That Vacations Within His/Her Department Are Properly Scheduled So As To Maintain Sufficient Staff At All Times.

Vacation Time May Be Split But Is Not To Be Taken Less Than 4 Hours At Any One Time. The Payroll Department Keeps All Records Pertaining To Vacation Time Accrual And Use. Inquires About Vacation Matters Are To Be Made To The Personnel Department Or To The Executive Director. The Accounting Department Is Responsible For Advising The Employee When An Employee's Rate Of Accrual Of Vacation Times Changes. Vacation Leave May Be Taken When Employees Have Used All Of Their Sick Leave. Leave During The Year Of Employment, Unused Leave Can Be Taken The Following Year. This Leave Must Be Taken During This Subsequent Year. This Vacation Leave Must Be Requested Three Weeks Before It Is To Be Taken, And Must Be Approved By The President And Program Director Two (2) Weeks In Advance. Programs Needs, Seniority, And Positions Are To Be Considered In Granting Approval.

A Definite Vacation Period With Pay Is Part Of The Enumeration For Services Performed And Due The Staff Member. All Vacation Schedules Are To Be Approved A Minimum Of Two Weeks In Advance By The Appropriate Program Manager And The President. Program Needs, Seniority, And Position Are To Be Considered In Making Up The Vacation Schedule.

Applications For Vacation Must Be Turned In To The Project's Manager At Least Two Weeks Prior To The Requested Vacation Period. Carbon Copies Of The Requested Leave Should Be Turned In To The President. All Efforts Will Be Made To Honor A Vacation Request. In Case Of Emergency Situations The 2 Week Rule May Be Waived By The President.

Vacation Leave Is Accrued At The Rate Of .8333 Days Per Month. .8333 Days Are Earned On The First Day Of Employment And Are Also Earned Every Month Thereafter. For Example, If The Employee's First Day Is December 6, Then On That Day The Employee Would Earn .8333 Days Of Vacation Leave, And On The Sixth (6th) Of Every Subsequent Month The Employee Would Earn Another .8333 Days When An Employee Transfers To A New Program, The Date Of Accrual Becomes The First Date Of Employment With The New Program. Employees May Not Take Earned Vacation Leave Until They Have Completed Their 90 Day Probationary Period.

When An Employee Transfers To Another Program Or Department Within The Agency The Program From Which The Employee Is Leaving Must, At That Time, Pay The Employee All Of His/Her Accrued Vacation Leave. This Leave Can Be Taken Either As Time Off Or As A Cash Payment. If The Employee Takes A Cash Payment For His/Her Vacation Leave The Employee Will Receive This Payment As A Check On The First Payroll Date Following The Transfer.

Sick Leave And Personal Leave

The Nature Of The Agency Requires That Staff Members Be Physically Able To Fulfill The Duties Of Their Positions. It Is Recognized That From Time To Time Staff Members May Be Temporarily Unable To Perform Their Duties Due To Sickness Or The Need To Attend To Personal Business. Staff Members Accordingly Are To Be Granted Sick Leave And Personal Leave In Compliance With Agency Procedures And Definitions.

If A Staff Member's Health Makes It Impossible To Regularly Fulfill The Required Duties Of The Position, It May Be Necessary To Terminate Employment According To Outlined Policies. Policies Pertaining To Sick Leave Are Set Forth Below.

1. // Sick Leave Accrues To Each Employee At The Rate Of .833 Days A Month, Or Ten (10) Days A Year. Of These Days A Maximum Of Three(3) May Be Taken As Personal Leave. The Employee Need Not Be Sick To Take These Days. The Three (3) Days Of Personal Leave May Be Taken At Any Time, But They Are Not Earned In Addition To The Ten (10) Sick Leave Days. Rather They Are Subtracted From The Ten (10) Sick Leave Days. If The Employee Takes Less Than Three (3) Personal Leave Days These Days Can Be Taken As Sick Leave. Employees May Not Take Personal Leave Days Without The Approval Of Their Supervisor. Personal Leave Days That Fall On A Day Immediately Before Or After Vacation Leave Must Also Be Approved By The Employee's Supervisor.
2. .833 Days Of Sick Leave Is Earned On The First Day Of Employment And .833 Day Is Earned Monthly, Thereafter. During The 90 Day Probationary Period The Employee May Take Earned Sick Leave With The Approval Of The Employee's Supervisor.
3. Any Earned Sick Leave Not Taken During The Employment Year May Be Carried Over To The Following Year. An Employee Can Accumulate A Maximum Of 10 Sick Leave Days. When This Ceiling Is Reached, Sick Leave Days Accumulate, But Must Be Taken In The Year Earned, Or Lost. Accumulated Sick Leave Days (Those Carried Over From A Pervious Year) Can Only Be Taken In The Event Of Confinement Due To Illness. This Confinement Must Be Certified By A Physician.
4. Tccc Instructional Staff Will Work Under The Same Sick Leave Plan As All Other Tccc Staff. The Only Policy Divergences Between Instructional Staff And Regular Staff Are In The Area Of Vacation Leave And Holidays.
5. Should An Employee Transfer Between Tccc Programs, All Sick Leave And Personal Leave Subsequent To The Transfer Will Be Paid By The Employee's New Department. This Is, All Sick

Leave Will Be Paid By The Program With Which The Employee Is Currently Employed.

6. Sick Leave Will Not Be "Advanced". The Amount Of Sick Leave To Used Is Solely Contingent On What Has Been Accrued By The Employee. A Doctor's Appointment That Cannot Be Scheduled During Off Hours May Be Taken As Sick Leave.
7. All Absences Due To Illness Will Be Charged On The Basis Of Actual Hours Away From Work.
8. Accrued Sick Leave May Be Used In The Event Of Absence Due To Pregnancy.
9. Once All Accrued And Accumulated Sick Leave Is Exhausted Additional Sick Leave May Be Permitted But Without Pay.
10. In The Event Of Resignation Or Termination The Employee Will Not Be Paid For Any Unused Accrued And Accumulated Sick Leave.
11. Any Staff Members Who As Been Hospitalized Or Absent From Work For Three (3) Consecutive Work Days Is Required To Furnish The Agency With A Doctor's Statement, Releasing Them To Duty Certifying That The Employee Was Ill. Tccc Administration Reserves The Right To Request A Doctor's Statement At Any Time If There Is Any Indication That An Employee Is Falsifying An Illness.
12. If The Employee Is Hospitalized A Physician's Release Must Be Presented Upon Returning To Work. If The Employee Returns Prior To The Release Date, The Employee Must Waive The Agency From Any Liability Connected With This Illness.
13. Employees That Claim Sick Leave Over Their 10 Days-Per-Year Allowance Will Be Subject To Review At The Discretion Of Their Immediate Supervisor; A Decision Regarding The Employee's Status Must Meet The Approval Of The President.
14. Maternity Leave: All Permanent Female Employees Are Eligible For Maternity Leave. With The Employee's Consent, The Necessary Funds May Be Deducted From Her Last Pay Check Before Starting Maternity Leave In Order To Keep Insurance Benefits Current While The Employee Is On Leave. Under Normal Conditions, Maternity Leave Is Not Expected To Exceed Four Months. If The Employee Has Not Notified The Agency At The Expiration Of The Four Months Leave As To Her Intentions Of Returning To Work, The Matter Shall Be Referred To The President, Who Will Determine Said Employee Would Be Granted Additional Leave Or If Other Action Is Necessary.

Family Leave

In Addition To Vacation Leave And Sick Leave Tccc Employees Shall Receive Three (3) Days Of Family Leave To Be Taken Only In The Event Of Death Among Members.

On The First Day If Employment The Employee Will Earn Three (3) Days Of Family Leave For The Ensuing Year. This Leave Can Be Taken Only In The Event Of Death Of The Employee's Spouse, Children, Mother, Father, Sister, Brother, Grandparents, Parents-In-Law, Step-Mother, Step-Father, Step-Sister, Step-Brother, Or Step-Grandparents. Family Leave Can Also Be Taken In The Event Of Death To Other Persons, Provided Approval Is Granted By The Employee's Supervisor And The President.

Family Leave May Be Taken During The 90-Day Probationary Period. Family Leave Cannot Be Carried Over From Year To Year. The Program Or Department For Which The Employee Is Working At The Time Family Leave Is Taken Will Pay Family Leave.

Personnel Classification

All Personnel Will Be Classified On The Basis Of Their Jobs And Hours Worked, As Well As In Conformity With The Fair Labor Standards Act. Participation In And Eligibility For The Benefit Programs Is Determined By These Classifications. All Personnel Employed By The Agency Are Covered By These Policies And Procedures.

Job Classification Of All Staff Members Shall Be As Follows:

- A. Regular---This Includes All Staff Who Work On A Full-Time Basis Of 40 Hours Per Week. Staff In This Classification Are Eligible To Participate In All Agency Benefit Programs.
- B. Part-Time---Regularly Employed But Scheduled To Work Less Than 40 Hours Per Week. Eligible For Vacation Leave, Sick Leave, Personal Leave, And Family Leave, Pro-Rated According To The Numbers Of Hours The Employee Is Regularly Scheduled To Work Each Week. Forty (40) Hours Is A Full-Time Week.
- C. Temporary---Employed On A Full Or Part-Time Basis For A Temporary Time Period. Eligible To Participate In A Limited Number Of Agency Benefits, Specifically Sick Leave, Vacation Leave, And Holidays.
- D. Substitute---Employed From Outside The Agency When Needed. Not Eligible To Participate On Or Receive Any Agency Benefits.

Seniority

Seniority Shall Be Computed From The First Day Of Employment As A Regular Employee. Services While Employed As A Part-Time, Temporary Or Substitute Employee Shall Not Be Counted In Computing Seniority. Seniority Shall Be Recognized As Employment With The Departments In Which A Staff Member Has Worked. In The Event Of Re-Employment After A Resignation Or Termination, Seniority Shall Be Computed From The Dated Of Such Re-Employment.

In Making Promotions, Demotions, Transfer, And In Laying-Off And Recalling Employees Seniority Shall Be Considered, Along With Merit, Job Performance, Experience, Training And Demonstrated Ability Are Equal In The Judgement Of The Agency, Then Seniority Shall Control.

Jury Duty

The Agency Will Allow Staff To Serve Jury Duty Without Penalty Or Loss Of Pay. The Employee Should Submit A Copy Of The Jury Seminars To His/Her Supervisor Prior To Being Away.

Leave Without Pay

Leave Without Pay May Be Granted To Staff Members Who Have Been Employed By The Agency One (1) Year Or More. All Leaves Must Be Approved By The President. Except For Educational Leave No Leave Of Absence Is To Be More Than Six Months.

Applications For A Leave Without Pay Shall Be Make In Writing By The Employee Requesting It. Such Applications Is To Be Made In A Reasonable Time Prior To The Beginning Date Of The Requested Leave. The President And The Employee Have The Option Of Negotiating Whether To Utilize Or Not Utilize All Of The Earned Leave Prior To Receiving The Leave The Leave Without Pay. Leaves Without Pay Are To Be Granted In Writing By The President. The Letter Of Approval Shall Give The Reason For The Leave, The Effective Date And

The Conditions Under Which The Leave Is Granted. Any Accrued Vacation Time May Be Paid To Staff Members Granted A Leave Without Pay. Vacation And Sick Leave Benefits Do Not Accrue During A Leave Of Absence Without Pay. All Leaves Without Pay Are Granted With The Understanding That The Employee Will Return To Employed Status If The Agency Has A Position Open And Funds Available For It. If The Employee Does Return To The Agency Following A Leave Without Pay, The Employee's Old Employment For Purposes Of Seniority And Vacation Accrual.

Leave Without Pay May Be Granted To Staff Members Who Have Been Employed By The Agency On (1) Year Or More. All Leaves Must Be Approved By The President. Except For Educational Leaves ;No Leaves Of Absence Is To Be More Than Six Months.

For The Agency To Carry Out Its Responsibility Every Approved And Budgeted Position Must Be Filled At All Times. If The Agency Must Fill The Position Before The Employee Is Due Back, Then The Director Must Submit Notice To The Employee No Less Than 7 Weeks Prior To Opening The Position For Applications, And Satisfactory Agreement Should Be Reached. The Employee Should Be Informed Of Consequences Determining Continued Eligibility In The Retirement Plan And Seniority. While On Leave Without Pay Status Employees May Participate In The Group Hospitalization Plan Of The Agency Provided The Employee Pay The Full Cost Or The Premium. An Employee Granted A Leave Without Pay May Discontinue His Participation Without Providing Proof If Insurability Provided He Returns To Employed Status In Six Months And Re-Appplies For Participation At That Time.

Military Leave

Military Leave Shall Be Granted In Accordance With The Universal Military Training Services Act. It Shall Also Be Granted To Staff Members Who Are Members Of The National Guard Or The Reserve.

Staff Members Inducted Involuntarily Into Military Service Shall Be Carried On A Leave Of Absence Without Pay Status. The Agency Will Reinstate Such Employees In Their Former Position Provided Application For Such Reinstatement Is Made Within 90 Days After Discharge. Such Military Service Shall Be Counted In Determining Seniority.

Staff Members Who Are Members Of The Military Reserve Or The National Guard Who Temporarily Are Ordered To Military Service Should Be Awarded Military Leave. While On Such Status They Will Be Paid The Difference Between Their Military And Agency Pay Provided The Agency Pay Is Greater. Proof Service And The Compensation Received For It Must Be Provided. Such Leave Will Not Be Charged As Vacation.

Mileage Reimbursement To Staff

Employees Shall Be Reimbursed For Expenses Incurred While Using Personal Vehicles To Do Agency Business.

Employees Shall Receive \$.25 Per Mile For Driving Personal Vehicles While Conducting Agency Business. This Rate Shall Apply Except When Funding Sources Restrict Payment To A Lesser Amount. Payment Shall Be Made In The Month After The Expenses Were Incurred.

Performance Evaluations

All Employees Shall Have Their Job Supervisor Evaluate Them At The Conclusion Of The Three Month's Probationary Period And At Least Once Within Nine Months And There After Once A Year Or When It Is Deemed Necessary By The Supervisor.

The Initial Evaluation Made At The Conclusion Of The Probationary Period Determines Whether The Employee Is To Become A Regular Staff Member. It Is The Responsibility Of Supervisors To Make Evaluations As Required By Agency Policy. They Are To Be Made On The Appraisal Forms Adopted By The Agency. At The Discretion Of The Supervisor, An Evaluation May Be Made At Any Time If Job Performance Or Job Related Problems Indicate The Need For It. Similarly, An Employee May Request An Evaluation Of His Job Performance. Evaluations Are The Principal Factor In The Awarding Of Salary Merit Increases. They Are Also To Be Used In Promotions, And Lay-Offs.

- A. The Employee's Supervisor, Must Make The Performance Evaluation Within A Two Week Period Immediately Preceding The Completion Of The Probationary Period. A Written Evaluation On Each New Employee Shall Be Reviewed At The Completion Of The First Ninety Days Of Employment. If An Employee Is Hired After The Probationary Period He/She Will Be Evaluated Every 3 Months Thereafter. All Evaluation Must Be Written.
- B. An Employee Who Assumes A New Job Classification Shall Have A Written Evaluation At The End Of Ninety Work Days In The New Position. Should Such Employee Receive An Unsatisfactory Evaluation He/She May Be Placed In The First Available Position Comparable To His Previous Job Slot.
- C. Each Evaluation Shall Be Made By The Immediate Supervisor And Will Be Subject To Review By The Operations Manager. The Employee Being Evaluated Will Be Given An Opportunity To Read The Evaluation And Sign It. If There Is An Objection To The Evaluation The Grievance Procedures (As Outlined In This Manual) Must Be Followed.

Procedures For Discipline

By Means Of Its Personnel Policies And Procedures The Agency Will Provide All Employees With Its Written Work Rules As Well As Its Regulations, Policies, Procedures And Practices Pertaining To Job Performance Expected Of Them And The Rules, Regulations, Policies And Practice By Which They Must Abide. The Standards Of Employee Conduct Described In The Employment Agreement As Well As Conduct Normally Required In Any Place Of Employment Will Be The Standards Of Employee Conduct Whether Or Not Such Are In Writing.

Disciplinary Action May Be On One Or More Of The Following:

1. Verbal Warning
2. Reprimand
3. Probation
4. Suspension
5. Termination

Each Of These Actions Are Independent Of One Another And Need Not Follow In Order The Sequence Listed Above. Thus An Employee May Be Suspended Without First Being On Probation And Terminated Without Being Either On Probation Or Suspended.

Verbal Warning: An Employee Shall Be Given Verbal Notice Of A Violation Of Agency's Policies Or Performance Standards; The Nature Of The Violation Shall Be Fully Discussed And Explained To The Employee. The Warning Should Then Be In Writing, Forwarded To The Personnel Department For Filing In The Employee's File With A Copy To The Employee.

Reprimands: A Reprimand Is To Be In Writing And Must Contain The Specific Conduct For Which The Employee Is Being Reprimanded. The Employee Will Be Asked To Acknowledge Receipt By Signing The Memorandum And Is To Be Given A Copy. Two Reprimands In Any 6 Months Period May Place The Employee On Probation; And Three Reprimands In 6 Months Period May Be Cause For Termination. The Employee's Supervisor May Initiate A Reprimand Only With The Concurrence Of Their Immediate Supervisor Or Department's Director. Reprimands May Be Appealed By The Employee To Higher Supervisory Levels And Ultimately To The Executive Director.

Disciplinary Probation Are To Be In Writing And Are To Contain:

1. The Specifics Of The Conduct For Which The Employee Is Being Placed On Probation.
2. The Specific Criteria Which Must Be Met For The Employee To Get Off Probation.
3. The Length Of Time Of The Probation.

Probation Is To Be Up To But Not Longer Than 60 Days And May Not Be Extended. During This Probationary Period The Employee Shall Be Given Reasonable Supervision To Improve His/Her Conduct Or Performance. However, If During This Probationary Period, He/She Fails To Show Satisfactory Improvement, He/She May Be Terminated. At The End Of The Probationary Period The Employee Is To Be Informed In Writing Whether He Has Completed The Probation Satisfactorily Or Whether He Is Being Terminated.

Any Two Or More Disciplinary Probations In Any 6 Months Period May Be Cause For Termination. Supervisors May Initiate Probation Only With The Concurrence Of The Operations Manager. Probation May Be Appealed To The Executive Director.

Suspension: Employees Are Subject To Suspension When They Have:

1. Violated Agency Policy And Rules.
2. Engaged In An Activity That Is In Opposition To The Stated Aims Or Goals Of The Agency.

The Purpose Of A Suspension Shall Be To Provide Either An Opportunity To Investigate Allegations Of Policy Violation Or Means Of Disciplinary Action. All Suspensions Are Without Pay And May Result In Either Full Reinstatement Back Or Termination. An Employee On Suspension Is To Leave Work And Is Not To Report To Work Until Instructed To Do So In Writing.

All Suspensions Must Be Recommended To The Executive Director And/Or To The Operations Manager. Only They May Suspend An Employee Within Three (3) Days Of Receipt Of The Letter.

Termination: All Recommendations For Termination Must Be Approved By The Operations Manager And/Or The Executive Director Following A Hearing Held With Either One. This Hearing, Upon Notice To The Employee, Is To Be Held Promptly And Must Provide Employees The Opportunity To Hear The Allegations Made Against Them And To Present Their Answer. Employees Being Terminated Are To Be Advised In Writing Of The Decision And Are To Be Further Advised That They May Appeal This Decision In Compliance With The Grievance Procedure Of The Agency Provided They Make Such A Request Within 3 Days Of The Receipt Of The Termination Letter. Employees Terminated For Cause Will Be Paid For Any Unused Accrued Vacation. Compensatory Pay May Be Provided To The Personnel In Lieu Of Notice By The Agency.

- A. Check Out Procedure--Employees Who Are Separating From Tccc, Either Voluntarily Or Involuntarily, Are To Complete A Final Check Out Procedure With The Personnel Officer Or Operations Manager Prior To Receiving Their Final Paycheck.
- B. Exit Interview--All Employees Separating From Tccc, Either Voluntarily Or Involuntarily, Must Have An Exit Interview With At Least The Operations Manager, Personnel Officer, And/Or Executive Director.

It Shall Be A Violation Of The Personnel Practices Of Tccc For Any Employee To Intimidate Another Employee Because He/She Filed A Complaint Or Grievance Given Testimony Or Otherwise Appeared Before Any Committee Of The Board Of Directors In Connection With A Grievance Or Appeal.

Automobile Liability Insurance

The Agency Will Carry A Non-Ownership Liability Insurance Policy Which Will Cover Personal Cars Used In Agency Business.

The Agency Non-Ownership Policy Protects The Agency In The Event Of An Accident. It Does Not Provide Personal Liability Or Property Damage Coverage For The Staff Member. It Is Not To Be Considered A Substitute For, Or Insurance Replacing Personal Liability Or Collision Coverage.

It Is Required That All Staff Members Driving Agency Owned Vehicles Or Their Own Personal Cars In Agency Business Have A Valid Unexpired Texas Driver's License. Employees Whose Duties Involve Transporting People Must Have A Valid Texas Chauffeur's License And A Houston City License.

The Agency Will Not Assume Financial Responsibility For Traffic Citations Received By Staff Members Driving Either Their Own Or Agency Vehicles On Agency Business.

Reimbursement For Work Expenses

Policy - If Funds Allow, The Agency Will Reimburse Employees For Job Related Expenses. An Employee Must Have Prior Approval Of The Supervisor Before Incurring In Job-Related Expenses.

Work Expenses Including Telephone Calls, Parking, Luncheon And Dinner Meetings Where Such Is Required And Approved By The Supervisor, In Advance, Shall Be Reimbursed To Staff Members. The Request For Reimbursement Shall Be Submitted For Payment On The Forms Provided For This Purpose. All Such Requests Require The Supervisor's Approval. Employees Using Their Personal Cars On Agency Business Will Be Reimbursed At The Rate Of .15 Cents A Mile Unless The Funding Source Of Their Program Will Not Approve This Amount. In Such Cases Employees Will Be Reimbursed At A Rate Acceptable To The Funding Source. In Such Cases Employees Will Be Reimbursed At A Rate Acceptable To The Funding Source. If A Chauffeur's License Is Required In Line Of Duty The Difference Between An Individual And A Chauffeur's License Will Be Paid By The Agency. Per Diem Will Be Allowed To Employees If It Is Available Through The Funding Source And At The Rate Permitted By The Funding Source.

Bonding

All Employees Are Covered Under A Blanket Fidelity Bond. The Agency Pays The Full Cost Of The Fidelity Bond.

Group Hospitalization, Life Insurance And Disability Plan

The Agency Shall Participate In The Group Hospitalization, Life Insurance Disability Plan Of Crown Company. The Agency Will Contribute To The Cost Of This Protection In Accordance With The Payment Schedule Of The Plan.

Participation In The Plan By Employees Is Optional.

The Plan Provides Coverage For The Following:

1. Hospitalization And Surgical Costs.
2. Life Insurance
3. Long Term Disability Benefits.
4. Dental Costs
5. No Maternity Costs Are Reimbursed

A Booklet Giving The Details Of The Plan Is Issued By The Agency And Given To Every Employee Eligible To Participate.

New Employees Must Enroll In The Plan Within 30 Days Of Their Employment. If They Do Not Enroll At This Time They Can Apply During Periods Of Open Enrollment Which Are Held Once Each Year. Coverage Under The Plan Begins 30 Days From The Date The Enrollment Application Is Signed.

Additional Life Insurance Equal To One Year's Salary Is Available On An Optional Basis.

The Employee's Cost For Dependents Will Be Made By Payroll Deduction.

The Employee Can Include Eligible Dependents In Their Group Hospitalization And/Or Life Insurance Coverage By Paying An Additional Premium.

Unemployment Compensation

Employees Are To Be Covered By Unemployment Compensation Insurance. The Agency Pays The State Unemployment Tax.

It Is The Purpose Of This Program To Provide Weekly Unemployment Benefits To Unemployed Persons As Determined By The United States Employment Service. Payment Of This Tax Means That Agency Employees Are Eligible To Apply For These Benefits.

Workmen's Compensation

The Agency Will Carry Workmen's Compensation Insurance As Required By Texas Law. The Purpose Of This Insurance Is To Provide Protection To Agency Employees In The Event They Are Injured On The Job.

All Full-Time Employees Regardless Of Classification Are Covered By The Workmen's Compensation Policy Carried By The Agency.

All Injuries And Accidents Must Be Reported Immediately To The Supervisor. Medical And Hospital Expenses Are Paid By Workmen's Compensation.

If The Employee Is Unable To Work Due To The Injury, A Weekly Benefit Will Be Paid By Workmen's Compensation. Staff Members Receiving These Weekly Benefits May At Their Option Charge Absences Due To Such Injuries To Any Accrued Sick Leave They May Have. In Such Cases, Sick Leave Is To Be Charged On A Prorate Bases Which Is To Be Determined By The Amount Of The Weekly Benefits. The Prorate Sick Leave Plus The Weekly Benefits Will Equal The Employee's Base Pay.

United States Savings Bonds

Employees May Purchase United States Savings Bonds By Means Of Payroll Deduction.

Employees May Authorize The Cost Of These Bonds In An Amount Equal To The Denomination Of The Bond They Wish Purchased In Their Name Each Month.

Public Statements

Public Statements Made For Or In Behalf Of The Organization Shall Be Cleared Through The President For Approval.

Public Statement Is Defined As Any Written Or Verbal Statement Made To Members Of The Press And Electronic Media. This Included Press Releases Or Photographs As Well As Informing Members Of The News Of Upcoming Tccc Or Tccc Related Events. Public Statements Made Without Proper Of The Above Sources Are Subject To Disciplinary Action.

Grievance Procedure

To Provide Staff Members With A Means By Which Any Grievance They Might Have Be Heard And Considered, The Agency Has Established A Grievance Procedure. This Procedure, Set Forth Below, Is To Be Followed In All Instances Involving A Grievance Any Staff Member Might Have.

The Grievance Must First Be Presented In Writing To The Immediate Supervisor Within 5 Working Days, At This Level Every Effort Should Be Made By All Parties Concerned To Resolve The Grievance.

If The Grievance Is Not Resolved At The Supervisory Level The Employee May Within Five Working Days Submit The Grievance In Writing To The President. The President Will Act On The Appeal Within Five (5) Working Days In Writing.

If The Employee Is Dissatisfied With The Decision Of The President, He/She May Within Five (5) Working Days Appeal To The Board Of Directors. The Appeal Must Be Made In Writing To The _____ With Copies Of Such Notice Served To Parties Concerned. The Board Will Act On This Appeal, Within Ten (10) Working Days. The Board Will Respond In Writing And Render A Decision. If The Person Appealing Is Not Satisfied He/She May Seek Outside Remedy.

The Decision Of The Board Of Directors Is Final.

During The Course Of Grievance Filing Of Appeal By An Employee There Shall Be No Suspension Of Pay Or Privileges, Unless The Appeal Is In Relation To A Punitive Action Taken By The Agency Against The Employee Involving Suspension Pay (E.G. Suspension, Dismissal). Any Employee Who Fails To Follow The Procedures Above Or Fails To Subscribe To The Time Table In Any Of The Above Procedural Steps, Automatically Waives All Rights And Benefits.

Final Resolution Of The Grievance Will Be Recorded In Writing In The Employees' Personal Folder. In Such An Event The Recording Will Be Retained As A Part Of The Employee's Personal Folder For A Period Of Not Less Nor More Than One (1) Year.

Resignations And Lay-Offs

If An Employee Resigns, The Agency Shall Be Given Two Weeks Written Notice. In The Event Of Lay-Offs The Agency Will Give The Employee Two Weeks Notice. Such Notice Is Not Required By Either The Employee Or The Agency During The Three Months Probation Period Or If The Agency Has An Unexpected Cut Back In Funding.

If A Regular Employee Resigns Or Is Laid Off, Payment For Appropriate Accrued Paid Leave Shall Be Added To The Final Check.

In All Cases Of Separation From The Agency An Exit Interview Shall Be Conducted By The Personnel Officer.

Voluntary Severance - All Persons Shall Be Required To Give Notice Of Severance Not Later Than Two (2) Weeks Prior To Severance, Except During Probationary Period. Exceptions May Be Made At The Discretion Of The Appropriate Department Director. Upon Resigning, The Employee Waives His/Her Right Of Appeal.

Termination Notice - Termination Of An Employee's Service Shall Be Accomplished In Accord With The Following Conditions: 1) Notice Of Termination Shall Be Furnished To The Employee At Least Two (2) Weeks Before The Termination Date, Except In Cases Of Termination For Malfeasance Which Shall Call For Immediate Dismissal, 2) In Order To Effect Immediate Termination Without Notice (Except For Reasons Stated Herein) An Employee Must Be Paid Two (2) Weeks Of Severance Pay.

All Terminations Will Be Reported To The Personnel Committee Of The Board For Review.

DEFINITIONS

The terms defined herein are so defined only as they relate to these Personnel Practices. Such terms used out of context or relationship may not prove significant or effective as Personnel Guidelines.

ACCRUE	A building up benefits sick leave, annual leave.
APPEAL	A request for further consideration of a given Personnel Action. A method open to all employees who are dissatisfied with an action, ruling, or decision.
AUTHORIZED EXPENSE	An approval by the Executive Director or the Board to pay the bills or expense of an employee.
BOARD OF DIRECTORS	The chief governing body of TCCC.
CHILD ABUSE	Children in a Day Care Center shall <ol style="list-style-type: none">A. not be subject to punishment of a physical nature such as striking or spanking, or any form of humiliating or cruel treatment or threat of physical punishment.B. Not receive punishment associated with food, rest of toilet training.C. Not be threatened by loss of love or by punishment associated with the diets.D. Not be subjected to derogatory or sarcastic remarks about themselves or their families, or to loud or profane language.
CHILD DISCIPLINE	Shall be consistent and based on an understanding of the individual needs and development of a child and shall be directed toward teaching the child acceptable behavior.
COERCE	To enforce a course of action against the will or desire of an employee, to act against his will.
D.H.E.W.	Department of Health, Education and Welfare.
DISCHARGE	The same as involuntary severance; to fire.

D.O.L.	Department of Labor.
EMPLOYEE EVALUATION	The Agency instrument used to measure the work performance, conduct, and attendance of an employee.
EXECUTIVE DIRECTOR	Appointed by the Board to oversee all TCCC projects and act as chief administrator.
F.I.C.A.	Better known as Social Security - Federal Insurance Compensation Act that provides retirement benefits to paying participants in the program.
INTIMIDATE	To harass, or pick on an employee.
MALFEASANCE	The wrongful performance of an act which the actor has no right to perform *e.e. theft of agency property, child abuse, misappropriation of funds).
NON-DISCRIMINATION	The Agency does not practice partiality in employment and promotion. All individuals are given the same fair treatment and consideration.
O.E.O.	Office of Economic Opportunity - Executive Office of the President of the United States of America, Washington, D.C.
OVERTIME	That time which is in excess of forty (40) hours per week.
PERSONNEL ACTION	Any written action, including but not limited to reprimand, suspension, probation, termination, hiring, salary increases, promotions.
PERSONNEL COMMITTEE	The body assigned by the Board to handle Personnel/Staff functions of TCCC, as such functions as defined herein.
PROBATION	A trial period for unsatisfactory performance or behavior that allows for improvement in lieu of termination.
PROBATIONARY PERIOD	The first ninety (90) work days of permanent employment in a given position.
PUBLIC STATEMENTS	Speeches, remarks, letters, photographs, etc. to any news media that are made for or in behalf of TCCC.

REFERENCES	A letter or other written statement from both personal acquaintances and former employers.
REIMBURSE	To pay an employee for some authorized expense (money).
RESTRAIN	To prevent or stop an employee from seeking certain rights as provided by and in the Agency Guidelines.
RETROACTIVE	The Agency system of making benefits, salaries, etc., effective as of a specific date in the past.
SEVERANCE-INVOLUNTARY	An act forcing an employee to leave the Agency; termination.
SEVERANCE-VOLUNTARY	The free choice or decision of an employee to leave the Agency; resignation.
SUPERVISOR	An employee with line authority and responsibility to assist and/or direct the Agency.
SUSPENSION	A stated length of time that an employee must stay away from the job and Agency premises. During this period all pay is stopped and no benefits accrue.
TENURE	Length of time in the Agency and/or of time in a position; seniority.
U.S.O.E.	United States Office of Education.

Raul Yzaguirre School for Success
Policy and Procedures
Handbook
2000 - 2001



From the desk of the President and CEO:

Welcome! For those of you returning from last year and for those of you who are with us for the first time, you also have my thanks. Your having joined us is a clear indication that you are looking for quality, flexibility and a place where you can make a difference. You have come to the right place. While, we are a young organization and an even younger charter school, we have begun to redefine education and are a part of one of the greatest reform movements in this country. For too long the *status quo* has ruled and their dominance has become more important than the product, which they were to deliver. No more!

Charter schools after only five years are compelling the regular school districts to re-examine their operations and to check for quality in their service delivery. What a tribute to our legislators who in 1995 approved the creation of charter schools in Texas.

As one of the first twenty charters in Texas, the Raul Yzaguirre School for Success is making its mark in Texas and across the country. Unfortunately not all charter schools will succeed and that will create problems even for those that are doing well. Public opinion has a way of swinging like a pendulum. The Tejano Center for Community Concerns (TCCC) and Raul Yzaguirre School for Success (RYSS) are not a part of that.

Our mission is clear: *"to better prepare our primary and junior academy students to enter high school, and our senior academy student to be better prepared to enter an institution of higher learning"*. That is our mission that is our focus. Everything we do must be with the intent to make that mission our reality. Make no mistake that is a tall order and it will take all of us working together to accomplish it. It is with the above in mind, that I ask each of you to commit yourself to successfully deliver on that mission. As such no student can be allowed to fall through the cracks.

We can have no cracks, and every student can and must be successful. Failure is simply not an option. Steady progress has been made towards our goals but we are not yet where we want to be. That is why you are so important. Here at RYSS your contribution is of the utmost importance. Do not underestimate your worth as a member of this young but dynamic initiative. Your work with the students and families are by far the most important elements of your becoming an employee of TCCC and RYSS. But, your creativity and energy are equally important. Allow yourself to be a risk taker and use this platform to be the best you can be and to make significant contributions to those you will serve.

The following policies and procedures are to be used as guidelines. Nothing in this handbook is set in stone. It is a living document, which is to be revised as appropriate. Your recommendations are welcomed and will be considered regardless of how drastic a change is being requested. Ideally, you will get out of your box, get on the balcony and look at the entire picture. As a rule of thumb the more support you obtain, while not required, the more likely you are to effect change. So, good luck and have a great year!

Richard R. Farias

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FAILURE IS NOT AN OPTION. EVERY CHILD CAN AND WILL SUCCEED

TEAMWORK

The success of the Raul Yzaguirre Charter School for Success is solidly based on teamwork. The team is made up of all staff, Board members, administrators, parents and students. United, and as a team, we will continue to strengthen every facet of our school and its operation. Individual contributions by the various members are important and will be significant. You can expect that outstanding efforts by all employees will be acknowledged. Our school however, will be successful not on the merits of anyone individual but on the collective accomplishments of all of us, together. It is expected that each of you will see the bigger picture and understand the importance of teamwork. Your full cooperation in achieving unity and a common sense of purpose is an absolute imperative. We must strive to work as a team and do our best to cooperate, communicate, and help each other as much possible as we go into our fifth year of operation.

Together we will accomplish more!

ARRIVAL AND DEPARTURE

Teachers are on duty from 7:45 a.m. to 4:15 p.m. four (4) days of the week and 7:45 a.m. to 5:00 p.m. on (1) day of the week. The sign-in sheet is in the main office. Faculty and staff must sign-in upon arrival at the school and sign-out just before they leave. Accounting will prepare payroll from the daily sign-in and sign-out sheets.

Staff and teachers not signing in and out properly will be docked accordingly. Punctuality is most important as it sets the tone for the rest of the instructional day. Do not sign-in or out for anyone other than yourself. Signing another staff person in or out is not appropriate and will result in disciplinary action. Falsifying your attendance sheets is against the law and may be cause for disciplinary action, including immediate dismissal and potential prosecution.

Teachers Sign-in 7:45 a.m. and Sign-out 3:45 p.m. or 5:00 p.m.
--

The Director of Education must approve exceptions to the above schedule, in advance, in writing.

Teachers are to pickup students from cafeteria.

BELL AND BUS SCHEDULE

7:45 a.m.	All other teachers sign in and report to classrooms
7:55 a.m.	Teachers picks up their students and take them to class
8:00 a.m.	School begins
8:05 a.m.	Students are marked tardy and must report to the office for a tardy permit
10:30 a.m.	Teachers clip attendance folders outside of door
3:30 p.m.	Teachers plan
3:45 p.m.	Teachers may sign out and leave the building
5:00 p.m.	If it is your late day

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STUDENT SCHEDULE:**Primary Academy**

Monday-Thursday	Friday
8:00 a.m. - 5:00 p.m.	8:00 a.m. - 3:30 p.m.
Power Time is optional	

Junior Academy and Senior Academy

Monday-Thursday	Friday
8:00 a.m. - 5:00 p.m.	8:00 a.m.-1:30 p.m.

ABSENCE PROCEDURE

If you are to be absent please advise your immediate supervisor as soon as you know that you will not be able to show up for work.

In the case of an emergency you must notify your immediate supervisor either the Director of Schools or one of the two principals, between the hours of 4:30 p.m. of the night before to 6:00 a.m. of the day of being absent. After this time emergencies are subject to further scrutiny and evaluation. Under all circumstances all employees are required to call in their absence and speak with their immediate supervisor, at the most reasonable time possible. An 'Absence From Duty' form must be completed for all absences. A physician's signature or statement is required for continuous absences in excess of three (3) days.

1. Teachers shall be permitted ten (10) days of leave for illness.
2. Up to two (2) of these days may be used for personal business that cannot be conducted outside of the workday.
3. Teachers shall be further permitted one (1) additional day for funeral leave for a parent, spouse, child or sibling.
4. If the funeral requires out of town travel of more than 100 miles, teacher may receive one additional day.
5. Unused sick leave will be carried forward year to year.
6. Medical verification is required for illness after the third day.
7. The Director reserves the right to request medical verification when there is a suspicion of abuse of leave. This request must be made in writing and a justification for the request must be clearly stated by the Director.

All requests stating the reason for a personal business leave day shall be filed in writing with the Director of Education at least 24 hours prior to the time for which the leave is requested (except in the event of an emergency). The Director has the authority to approve or deny any request for personal leave. *Personal business shall not be used to extend vacations, scheduled school holidays, or weekends.*

Very Important: TEACHERS ARE REQUIRED TO PROVIDE WRITTEN LESSON PLANS FOR SUBSTITUTE TEACHERS. IN THE EVENT OF YOUR ABSENCE, YOU ARE RESPONSIBLE FOR ENSURING THAT YOUR TEACHERS AND LESSON PLANS ARE AVAILABLE FOR THE SUBSTITUTE'S USE THAT MORNING. A SEATING CHART, NAME TAGS, AND LESSON PLANS SHOULD BE LEFT IN THE TEACHER'S DESK. POST YOUR DAILY PROGRAM IN YOUR CLASSROOM.

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EARLY DEPARTURE

Faculty and staff may not leave the campus during school hours other than during duty-free lunch without permission from their immediate supervisor. Faculty who leave for lunch, are to sign out on the sign-in/out sheet located on the teacher's lounge. Staff must sign out when leaving and sign back in when returning from lunch. Anyone needing to leave the school before their scheduled time must obtain approval from the Director or his designee. A Early Dismissal Form will need to be completed.

Notify the Director in writing as to the time and date you wish to leave early so that classes can be covered. Do everything possible to schedule your appointments after school hours. Early departure will be deducted from your personal business leave.

FACULTY/STAFF MEETINGS

Teachers are required to attend faculty meetings, In-Service meetings, and necessary school related activities, unless officially excused. Faculty meetings will be held weekly on Friday afternoons at 1:35 a.m. Meetings provide an opportunity for information sharing, improved communication and coordinated planning. Staff meetings will be held monthly on designated Friday afternoons beginning at 3:45 p.m. Employees who are absent from any required meetings, are still responsible for obtaining any information that was covered during such meetings.

PLANNING TIME

Each teacher will have a 45-minute planning period daily. This time must be spent for individual and group planning or for parent conferences. TEACHERS MAY NOT LEAVE THE CAMPUS AT THIS TIME WITHOUT PRIOR PERMISSION FROM THEIR IMMEDIATE SUPERVISOR FROM THE DIRECTOR of Education.

PROFESSIONALISM

As a community-based organization and charter school we pride ourselves in setting a higher standard than you would find anywhere. We will be second to none and most certainly not in the quality of service or in the manner in which we conduct business. Every employee is expected to conduct himself or herself in a professional manner at all times, and most especially when representing the Tejano Center or the Raul Yzaguirre School.

We must remember that the children and families with whom we work look to us to serve as role models and provide the kind of leadership from which they may aspire to emulate. We cannot take this responsibility lightly. Rather, it must be at the core of who we are and how effective we wish to be.

All staff are requested to dress professionally and appropriately. Professional staff are not allowed to wear jeans, shorts, tee shirts, or any garment which would be deemed inappropriate by administration, students or parents. Use your professional discretion.

Teachers and teacher aides are encouraged to wear uniforms or the type of dress that the staff may unanimously approve. Staff involved in recreational/athletic type of activities are encouraged to bring an extra set of clothing to change into during such activity. Exceptions to the above will be considered on a case-by-case basis. The Director of Schools is responsible for determining the appropriateness of staff attire.

FACULTY LOUNGE/LUNCH PERIODS

1. No food or drink should be consumed in the classrooms, except when the Director approves special scheduled class activities. Teachers should not eat or drink at any time in front of students while in the classroom except as noted above.
2. Teachers may eat lunch in the cafeteria or in the classroom when students are at lunch. Your must clean up after yourself. Please return all plates, knives, spoons, and forks to the cafeteria daily. Disposable eating utensils should be disposed of in cafeteria only.
3. *Due to limited spaces*, teachers may not keep their lunches in the cafeteria refrigerator. A small refrigerator is available in the teacher's lounge at the Junior Academy. Food items are not to be kept in storage overnight. Old food items should be cleaned out daily or may be automatically disposed of, along with empty containers, etc.
4. Smoking is not permitted anywhere in school buildings or campus ground.

VALUABLES

During the day, make sure to lock your money, valuables, purse, etc. in a secure area and never leave attended. Never leave money and/or valuables overnight in your classrooms. Make sure that you lock your door when you leave at the end of the day. You will be assigned a locker, if available. Under no circumstances will Tejano Center or RYSS be held responsible for any loss or theft of any personal valuables. In case of theft, the School may assist you in filing a report with the police officials and encourages you to file a formal complaint with authorities.

REIMBURSEMENT FOR PURCHASE

You are to receive written permission form the Director before you purchase materials for classrooms or school use, if you wish to be reimbursed. A form must be filled out before all purchases are made. The office assistants may provide you with this form.

Public schools are exempt from paying sales tax on instructional materials and supplies. If you plan to purchase any item that can be considered "instructional," get a tax exemption certificate form from the office before you make the purchase. If you fail to obtain a tax exemption certificate, the school will not be able to reimburse you for any tax paid by you.

To get reimbursed, keep all original receipts, sign each receipt, and turn them in to the office. You will be issued a check as soon as possible. You cannot be reimbursed without proper backup.

Note: Remember that the school can only reimburse for certain items, which become property of the school. As teachers you may want and need to accumulate your own educational materials.

SUPPLIES

RYSS maintains a limited amount of classrooms supplies. These may be requisitioned through the secretaries for each academy.

PRIOR APPROVAL

Creativity is encouraged at RYSS. Teachers and staff members must, however, have the Director's approval prior to implementing special activities. The Director must be appraised of, and approve all field trips, programs, classroom speakers, etc., before the event or speaker is scheduled.

SOCIALS

All classroom socials are to be pre-approved by the Director.

STUDENT PERMANENT RECORD FOLDER

The classroom teacher is required to obtain, maintain, and update each student's permanent record folder throughout the school year.

TEACHERS' MAILBOXES

Check and empty your mailbox daily, especially for phone messages. Students are not allowed to go into the teachers' lounge or mailbox.

INFORMATION BOARD

Please read the information board located in the office on a daily basis for pertinent information. You are held responsible for any and all information and directives, which are communicated to you via the information board.

TEACHER/PARENT CENTER

A copy machine, computer, die cut machine, laminating machine and various resource materials are available for your use at the center. Film for laminating is very expensive. Please, do not abuse its use. Thursday is designated as the day for laminating. Use of the laminating machine on any other day requires approval from your immediate supervisor.

TELEPHONES

Teachers will receive telephone calls during the instructional day only in case of emergency. Otherwise, telephone messages will be placed in your mailbox. Remember that one telephone line must be left open at all times! Phone calls should be made during lunch or during your teacher planning period, if necessary.

A. V. EQUIPMENT

Office staff will check out most A.V. equipment to you. While A.V. equipment is signed out to you, you are responsible for it. If your equipment is not used daily, check it often to see that it is still where you stored it. If it is stolen, report it immediately to the office so burglary report can be made. Films/videos are to fit into your instructional program and be reflected on your lesson plans.

TECHNOLOGY

TCCC and RYSS aim to make our school a technology driven institution. Every classroom teacher has, at minimum, a current-level PC system and printer for use in the delivery of instructional and for use in administrative tasks processing. These systems are to be used for the benefit of the students.

Two computer labs are available each of our school buildings. Each lab has a set of nineteen, at minimum, PC systems, one networked printer and one scanner. No food or beverages are allowed in either of the labs ever.

The school network, the Internet, all PC systems and printers, and the scanners, are for use in academic endeavors only. Personal use of the campus network and equipment is not permitted.

Teachers and Teacher Assistants are fully responsible for student behavior and conduct regarding misuse of PC systems, printing of material and use of the scanner. It is highly recommended that teachers and teacher assistants be trained on the basics of the PC system use prior to use of the computer labs.

As a side note, the computers labs are not to be considered "day care rooms" to house students in when prepared assignments have not been completed by their teacher.

Students, teachers and staff are required to follow established campus Authorized User Policy (AUP) Guidelines. Everyone using the campus network will be required to sign and have on file an AUP acknowledgement form prior to accessing the school network. Student AUP forms have to have the signature of their parents, as well.

Network Passwords

Access to the Internet through the campus network will be gained only through the use of a password.

Passwords for students are generic and are applicable to the PC systems used in the labs. Passwords for the teachers and staff will be generic on initial sign-on.

At initial sign-on a new password will be required from each user. Passwords are to be at minimum 8-digits in length and be an alpha and numeric combination. Passwords will be required to be changed every three months. Do not leave passwords accessible to others i.e. written on calendars, hidden paper on desk, etc. Each user is to electronically send their password to the Technology Director (TD) at [REDACTED]

Users that forget their password can then retrieve them from the TD. Users that do not send their passwords to the TD and *forget their password* will require that the TD create and process a new password for them at the server. This process may not be accomplished immediately - but will be done within a twenty-four hour period!

Copyright Regulations Lack of knowledge of copyright laws will not excuse any one from copyright infringement issues. When students, teachers or staff use material obtained from the Internet, they are to assure:

- ✓ that it is free for use
- ✓ that permission for use has been obtained.

This is most especially necessary if obtained material will be displayed on school or individual pages on the Internet.

For a "clearer" understanding of copyright issues please refer to one of several sites that have been identified below. Using the Four Factor Fair Use Test will more than likely be the easiest method to use. The four factor fair use test is found in the first two sites.

Copyright Issues: Multimedia and Internet Resources

<http://www.utsystem.edu/ogc/intellectualproperty/mmfruse.htm#apply>

FAIR USE OF COPYRIGHTED MATERIALS

<http://www.utsystem.edu/ogc/intellectualproperty/copypol2.htm>

Copyright Presentations

<http://www.utsystem.edu/ogc/intellectualproperty/present.htm#nm>

The following are three symbols that represent specific ownership.

- © = Copyright
- ® = Registered
- ™ = Trademark

Teachers are responsible for keeping students alert to copyright issues

Future plans include availability of laptops for teachers and students to sign out for home use. Every student must have daily access to a PC system and the Internet for a minimum of one-hour.

TEXTBOOK REGULATION

The Director is responsible for all textbooks assigned to the school. Teachers assume full responsibility for all textbooks issued to them and must keep accurate records of textbooks issued to students. Students are responsible for the proper care of textbooks and are expected to return all textbooks checked out to them. Students under the direction of the teacher must cover textbooks. Students must pay for lost or damaged books. Textbooks may be requisitioned from our records coordinator. Teachers will make requests for textbooks in duplicate. The records coordinator will keep one card and one will be returned you for your records. Please remember that teachers will ultimately be held responsible for any textbooks issued to him/her.

ESSENTIAL ELEMENTS

Teachers must teach and be familiar with the T.E.A.'s essential elements TEKS and TAAS. Students must master at least 70% of these grade level proficiencies in order to be promoted to the next grade. It is the teacher's responsibility to document student's progress in each academic subject. Instructional activities must be planned which provide opportunities for students to master these essential elements.

LESSON PLANS AND COURSE SYLLABUS

Careful planning is the backbone of good teaching. Written lesson plans and a course syllabus are required of every teacher in the Junior and Senior Academies. Plans must be submitted each Friday by 4:15 p.m. for the following week. Your lesson plan should be either electronically submitted or submitted via a hardcopy. To electronically submit, send a copy to Ms. O. Garza at [REDACTED] with a cc: to your supervisor.

Mr. P. Cano / Denise Perales
Mr. C. Rodriguez

For the Primary Academy complete your teaching plans and send a electronic copy or a hardcopy.
Mr. R. Gonzales [REDACTED]

Lesson plans should reflect the incorporation of TEA's TEKS/TAAS guidelines, the use of varied instructional resources, course textbook and technology. *It is not acceptable to rely solely on the course textbook for instruction.* Teachers are expected to incorporate the use of technology in their instructional delivery either through PowerPoint presentations, linking to specific URLs, or printout of instructional material found on the Internet.

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O = Objective (TEKS/TAAS driven)

A = Activity

M = Materials Needed for Activity

E = Evaluation Method

H = Homework assignments, if appropriate.

Include an objective and a brief description of skill and activity for each subject area.

Document and highlight all TAAS objectives.

Additionally, it is very important that you have available a lesson plan folder for a substitute. Comprehensive instruction plans will allow a substitute to adequately carry instructional directions in your absence. This folder should be updated as you progress through the nine-week period. A substitute folder should be on your desk or in the office at all times and should include the daily schedule, class roster, schedule of student pull out programs, name tags, the students that ride the bus, enrichment activities, special instructions, etc.

SUGGESTIONS FOR LESSON PLANS

THE FOLLOWING IS CHECKLIST THAT COULD BE USED WHEN CREATING LESSON PLANS

- ☞ Name of the text being used at the top of each subject column.
- ☞ List teacher's edition page numbers, resource book pages, workbook pages, etc.
- ☞ Explain opening exercise with some detail.
- ☞ Documents the title of the book that you are reading aloud to the class.
- ☞ Silent Sustained Reading time.
- ☞ Document Science and Social Studies for each week.
(You may alternate days or teach 2/3 split).
- ☞ Document all videos, films, and field trips along with a follow up activity.
IF videos/films are used, preview them prior to class delivery. Do your homework.
- ☞ Conduct Scavenger Hunts on the Internet
- ☞ Use a Web Quest project already developed or develop one.
- ☞ Create and conduct a quick quiz using the Internet

GRADING

All students will receive grades in all subject areas. Every teacher is required to keep track of their students' progress. Posting student grades for classroom participation or tests are to be done daily/weekly. Enough grades should be taken to adequately assess students' progress.

Students should be assessed in each subject area regularly and assessments documented. At the end of each nine-week grading cycle, report cards will be issued. Progress Reports will be sent out and parent conferences held every 4^{1/2} weeks into the grading cycle.

Assessment strategies may, as always, involve a physical demonstration, observation of a development skill, construction of a project, examination of a work sample, and oral review, a written test, and any other types of portfolio and performance assessment.

One of the most important things to remember is that your evaluation strategies must be based on sound pedagogical methods.

PROGRESS REPORT TO PARENTS

RYSS' policy requires that teachers send a notice of progress to parents during the fourth and half week of each nine-week reporting period for all students. Teachers must make every effort possible to contact parents during this third week whether it by phone, in person, or written.

Academic performance and behavior progress is to be conveyed to the parent or legal guardian on a regular basis. In addition, student led conferences will be conducted as appropriate or necessary.

HOMEWORK

Homework must be assigned according to appropriateness of level, needs, and interest of child. Homework should be assigned daily, Monday through Thursday. On Fridays, homework can be a reading assignment. Be consistent about assignments. Keep in mind holidays and school activities (programs, field day, etc.). Homework should be designed to strengthen skills and broaden experiences. These skills should be introduced and practiced in class, and should be an outgrowth of classroom work. The teacher must check the student's homework and necessary corrections. Often, the only parental knowledge of school progress and activities, is based on the type of work sent home. Both the teacher and the school are judged by this activity. Therefore, the teacher must make sure that homework assigned is of quality and indicative of the classroom experience, and that all students are utilizing their student planners.

DISCIPLINE AND STUDENT CONDUCT

Please discuss with the students your expectations of proper behavior in the classroom, cafeteria, outside area, corridors, assembly, fire drills, on the bus, and on field trips, etc.

Classroom discipline rules, consequences and rewards must be posted in your classroom. Make sure all students understand and follow your rules. Teachers must keep an ongoing Student Discipline Report on each child to document inappropriate behavior and the steps taken by the teacher to correct student behavior. The Director will assist when necessary. If it should become necessary to send a student to the Intervention Specialist' office, send him/her with the Student Discipline Report.

Students must follow classroom and school-wide rules. Discipline must be handled in accordance with School Policy. School policy does not allow any form of corporal punishment or verbal abuse.

Corporal punishment is defined as any physical contact with the child that could possibly be construed as punishment. Paddling, shaking, pinching, hitting, grabbing, shoving, using tape on a child's mouth, and standing a child with nose against the wall, are forms of corporal punishment and are NOT permitted. Instructors/staff are not to verbally demean, intimidate, yell, curse or threaten students.

The students should be disciplined reasonably, fairly, and with patience. Student discipline provides education, motivation and preparation for society. Teacher consistency in this matter is very important.

All students are expected to obey the following rules:

All students are expected to obey the following rules:

- 1) *Demonstrate respect and courtesy toward all school personnel, community patrons and fellow students*
 - a. By walking in the hallway and outside corridors in an orderly fashion.
 - b. By speaking softly in the hallways and outside corridors.
 - c. By keeping their hands and feet to themselves and using appropriate language.
- 2) *Participate in instructional activities to the best of their ability*
 - a. By being present in school before 8:00 a.m.
 - b. By completing all class work and homework assignments.
 - c. By working cooperatively on class and/or team assignments.
- 3) *Respect school property*
 - a. By keeping buildings and grounds clean.
 - b. By refraining from abuse of school property.

SAMPLE: CLASSROOM RULES

- Listen and show respect
- Always call instructors/staff by their proper title (Mr./ Mrs./ Ms.)
- Follow directions from all adults
- Keep your hands and feet to yourself
- Come prepared to learn with your books, paper, pen/pencil, and planners everyday.
- Keep school clean

SAMPLE: CONSEQUENCES

- Warning
- Time out in classroom for extended period
- Note to parents: must be signed and brought back the next day; if not, call parents.
- Parent/Teacher Conference period
- Conference with student, teacher, director, and parent may be held
- Director will handle students with severe discipline problems

STUDENT ASSESSMENT:

- Document disruptive behavior on a daily basis and maintaining an on-going "Student Discipline Report"
- Record the number of each infraction each day and inform parents
- Student writes a daily assessment identifying the rule broken and what they will do to change the behavior

SUMMARY:

- ☞ Explain the discipline system to students
- ☞ Create a Class Rules Poster with student input and post in the classroom.
Each class may establish its own individual set of rules
- ☞ Decide on some rules, consequences, and rewards as a grade level to establish consistency
- ☞ Give incentives and recognition for good conduct. Celebrate!
- ☞ Class rules, consequences, and rewards must be posted in the classroom

ALL TEACHERS MUST IMPLEMENT THE SCHOOL-WIDE DISCIPLINE PLAN.

DISCIPLINE GUIDELINES

1. Be firm, be fair, be flexible, be **CONSISTENT**.
2. Each teacher is responsible for keeping the class quiet and orderly at all times.
3. Any child who leaves the classroom must have a **hall pass**. No exceptions!
4. Classes should not be left alone when taking restroom or water breaks. Classes should never be left unsupervised in the hallways or outside walkways.
5. Children are not allowed to go to the other classrooms or on personal errands.
6. Students who violate school rules should be counseled in a private setting. **NO CHILD SHALL BE RIDICULED OR Demeaned IN ANY WAY BY STAFF MEMBERS**. Parent support must be requested. If student problems persist, a parent conference should be requested. If offenses are repeated following the above actions, a student should be referred to the Intervention Specialist. The teacher should make an effort to discipline students and to maintain an orderly classroom setting.
7. Loud talking and running will not be permitted in the cafeteria, the hallways, or restrooms.
8. Students are to obey and respect all adults.
9. Students may not leave the school grounds without notifying the Director.
10. Fighting will not be permitted on school property, to or from school, or on buses.

STUDENT DRESS CODE

It is each teacher's responsibility to address any infractions of the dress code. Students shall wear academy specific uniforms.

Uniforms should be clean and neat. The following rules apply:

- Students' hair is to be clean, neatly cut, and combed. Extreme hair styles and colors are not allowed.
- Proper shoes should be worn for school and for P.E. Slides, thongs, high heels or cleats are not considered proper for P.E. or for school. No clogs or platform shoes.
- Bringing or wearing makeup of any kind is considered improper at the primary and junior academy levels.
- Any apparel or adornment, which attracts undue attention and disrupts the learning atmosphere of the classroom, may not be worn. This includes extreme, bizarre, or offensive pictures, or messages on clothing or buttons. Unsafe or disruptive articles include, but are not limited to, heavy studs, chain belts, or long earrings.
- Shirts and blouses should be tucked into pants and slacks at all times except when involved in physical recreational or athletic activity. All male students must wear belts. No shorts, **SKORTS, SKIRTS OR CAPRI'S ARE ALLOWED**.

STUDENT SUPERVISION

Since students are subject to compulsory attendance laws, the school has the legal responsibility of providing a safe environment. Teachers, as individuals, share this responsibility.

While the teacher cannot be held responsible for all accidental occurrences in activities under his/her supervision, he/she can be legally responsible for the consequences of his/her negligence, which has proven injurious to one or more of the students.

Liability occurs when the teacher is held responsible for a given situation and proves to be negligent. A person is deemed negligent when he/she failed to act, as a reasonably prudent person would act under similar circumstances. If the teacher could have foreseen the cause

leading to the injury, and fails to take action a prudent person would, then the ruling of negligence may result.

Teachers may keep themselves free of negligence liability by following the procedures outlined below:

- Never leave a class unsupervised. This is especially important if potentially dangerous equipment is being used. If an emergency occurs, and a teacher must leave the class or students, the teacher must contact the office of the emergency immediately and notify the closest professional staff member to his/her room and request this teacher to supervise the students during the teacher's absence. Do not leave a student in charge of class.
- Do not involve students in dangerous situations.
- Monitor students during outside activities. Do not allow students to engage in potentially dangerous activities (climbing trees, touch/tackle football, pushing, kicking, rough playing, etc.) simply because they are outside. Such activity is only allowed during a controlled situation designed for that purpose.
- Make sure the students with known disabilities are assigned only those activities that they are fully capable of performing without undue danger to themselves. Do not challenge students beyond their skill and physical capacity to perform.
- Provide safe equipment and facilities. Inspect your equipment at regular intervals. Send a written report regarding defective equipment to the Director.

School personnel are discouraged from transporting students via car unless you have legal authorization to do so. The Director or his designee must clear exceptions.

CONFERENCES

Class time is not to be used for conference unless scheduled through the office.

Conferences can be scheduled before or after school, or during a planning period. Make sure your students are supervised by an adult at all times, whether in class or going from one place to another on campus. In case of an emergency where you must leave the room, notify the office immediately and either leave an aide in charge or let the teacher next door know you will be gone. Do not leave a student in charge of your class.

ALL VISITORS ON CAMPUS MUST RECEIVE AN OFFICE PASS BEFORE GOING TO A CLASSROOM. NO EXCEPTIONS!

PARENT VISITATION

Parents are required to perform a minimum of 36 hours of volunteer service to the school or school related activity during the course of the school year. They are also encouraged to visit the school and participate regularly in activities. However, teachers are encouraged not to have parent conferences during instructional time. All visitors must report to the office, sign in, and wear a visitor's badge. All staff must insist on seeing the visitor's badge.

Never allow a student to leave your classroom with any visitor or parent without written permission from the office.

SECURITY PLAN FOR STUDENTS

After five years of operation RYSS has not experienced a violent incident. This is true primarily because students, parents, teachers and administration have all contributed to making RYSS a safe and secure learning environment. Your continued vigilance is essential to maintaining RYSS as one of the safest schools in Houston.

Always be prepared to experience the unexpected and follow these basic guidelines in case of violence in our school:

- A teacher or other adult will escort the violator to the office to remove the danger from the classroom. If possible, the teacher will use the phone or radio in the classroom to contact the office.
- If the seriousness of the incident warrants additional assistance, the office will immediately notify HPD by phone

Emergency	911
Tejano Center-Port Houston	713-673-1080
Mr. Richard R. Farias, CEO	713-515-9068

Teachers will instruct their students in the following steps:

- If a person has a gun or knife, stay still and listen to the teacher's directions. If the gunfire, lie on the floor.
- If a stranger approaches any student while alone at school, the student should go in the closest classroom and notify the teacher. The teacher should notify the teacher.

SECURITY

- Discuss the Charter School Security Plan with your class.
- All visitors must wear nametags.
- Code Red procedures will go into effect during emergencies.
- School staff before and after school will monitor the building and grounds.
- Classroom doors will be locked when not in use.
- No student should be released from the class to an adult who does not have a special permit from the office.
- Students are not to go near or handle stray animals.

APPEARANCE OF CLASSROOMS

This is an important part of the instructional program. Arrange your room as attractively as possible. The shelves should be neat and orderly at all times. Be sure your room and bulletin boards are attractive for the first day and each day thereafter. Keep cabinet doors closed.

Bulletin boards should be changed or updated on a regular basis and should display student work. Please do not use commercially produced materials on the bulletin boards. Use masking tape to display work inside your classroom and when displaying work in the hallway. Remove all staples from the bulletin boards when you are changing student work.

Teachers are expected to display student work in the classroom and hallway. The displays must be of excellent quality and always remember to protect the floor with plastic sheeting when involved in art project using paint, glue, plaster, etc.

OPENING EXERCISE/TAAS DRILLS

Morning work should be on your classroom board at 8:00 a.m. daily. Morning work can consist of Daily Oral Language, Math activities, or any stimulating activity to get students in gear. Students should enter the classroom, put their personal items away, and begin to work on their "Morning Work".

Opening exercise will begin at 8:10 a.m. Opening exercise can consist of a patriotic activity and/or a thought for the day, which will contribute to positive attitudes, self reliance, honesty, citizenship, etc.

Students are not to roam the room or prepare for class at this time. All students should listen and participate in opening exercises.

ATTENDANCE

It is mandatory for student attendance to be taken and recorded every day. The official auditable classroom attendance is recorded on the C.A.R. Procedures for recording will be given at the beginning of the year. General procedures are as follows:

☞ Teacher will take roll call during second period at 10:05 a.m. each day.

☞ Student will be marked with an "A" if absent.

If a child is in school or on an official school project at 10:05 a.m. they are not absent; assure that they are on campus, otherwise they are marked absent all day.

The office will take care of any unusual circumstances.

Under no circumstances is a teacher to change his/her attendance record without first notifying the office, so that appropriate changes can be made to the school official records. You must pick up C.A.R. daily from your mailbox.

REMEMBER: Use black ink only on attendance records. Be neat. Do not erase or use liquid paper, instead cross out and initial all errors.

STUDENT ABSENCES/TARDIES/WITHDRAWALS

Students are expected to be on time and present in school every day. Students are tardy after 8:05 a.m. and must be sent to the office for a permit to enter class. A student is marked absent for classroom purpose if not in class attendance at 10:05 a.m.

The reason for an excused absence must be stated in writing and signed by the parent/guardian of the student. The written excuse must be received by the school receptionist/secretary. The school receptionist/secretary will provide the student with a form to be signed by all teachers indicating if the student was excused/unexcused.

The last period teacher must turn in all of these forms to the school receptionist/secretary. Teachers may accommodate special circumstances for late note or absence verification.

A student found guilty of misrepresenting the validity of an excuse or permit is subject to disciplinary action.

A student is considered to have an unexcused absence if he/she does not present a written excuse within three days or is away from school participating in an activity not approved by the school as excusable.

T.E.A. and this school require students to attend 180 days annually. Any student with more than 5 excused or unexcused absences will automatically be referred to the Attendance Officer for home intervention. In addition, any more than 5 absences will have to be made up at the end of the year or student will automatically fail.

Teachers must provide make-up work for students who have been absent. Students who are absent more than 5 days automatically be referred to the justice of the peace for potential truancy.

ATTENDANCE ACCOUNTING
CLASS ATTENDANCE RECORD PROCEDURES

1. ALWAYS USE BLACK INK. DO NOT ERASE. DO NOT USE LIQUID PAPER.
2. Red ink is used only for entry and withdrawal codes.
3. ALWAYS USE OFFICIAL NAMES OF STUDENTS (NO NICKNAMES OR SHORTENED VERSIONS OF NAME).
4. If you make an error, draw a line through it, place the correct information above it, and initial your change.
5. Take attendance at 10:05 each morning and clip your folder outside your door immediately (even if you have 100% attendance) for pickup by 10:30 a.m.
6. Enter student's information on your C.A.R. as soon as they enroll in your class. Be sure to look on the pink admit slip for the correct entry code.
7. When a student withdraws from your classroom, so not draw a line across your C.A.R. Use the correct code.
8. If you discover an error in your absences, correct it and notify the office immediately.
9. The ADA clerk will file daily membership and absences totals.
10. At the end of each cycle, add absences across and down to balance and sign C.A.R

The following are the codes that are used on your C.A.R. to enter and withdraw students from your classroom:

ENTRY CODES

- "O" -Student entering a Texas public school for the first time during the current school year.
- "R" -Student previously enrolled in a Texas public school during the current school.
- "C" - Student entering from another HISD school or re-entering the same school during the current school year.
- "C1" -Student coming from another class within the school

WITHDRAWAL CODES

- "W" -Student withdrawing from campus
- "D1" -Student going to another class within the school.

If you have any questions, please do not guess; take time and ask your lead teacher or supervisor.

HALL PERMITS

All students must have a hall pass when leaving their classroom to go to the bathroom, office, nurse, etc. Students without a hall pass will be sent back to class. It is the responsibility of the teacher to insure that passes are readily available in the classroom.

LUNCH PROCEDURES AND CAFETERIA RULES

Please escort your class to the serving line each day. Junior Academy and Senior Academy students are to eat in the cafeteria in the Junior Academy building. Primary Academy students will eat in the auditorium.

LUNCHROOM BEHAVIOIR

Excellent lunchroom behavior will occur when students follow these cafeteria rules:

1. Walk quietly at all times while entering and leaving the cafeteria (No running or skipping.)
2. Walk through cafeteria serving line in an orderly and quiet manner.
3. Pass through lunch line once.
4. Maintain a low voice level of talking from the time of entering through the time of leaving.
5. Stay in your seat until dismissed.
6. Classes should leave tables, benches, and floor clear of paper and debris. Empty trays and trash one time only, in a quiet and orderly manner. After emptying trash and taking trays, walk to the location to line up. Those who have no trash or trays may go directly to line up.

CUSTODIAL/REPAIR SERVICE

If there is need for repairs or extensive services, put it in writing on a custodial form provide in the office. The custodian will perform only the jobs on the forms. The building will be cleaned daily. If your room is not being cleaned, please report this to the office.

Students and teachers are urged to take pride in the appearance of their classrooms. It must become a matter of routine for children to inspect the floor around their desks and in other parts of the classroom. Students will cooperate if you encourage them. Students moving from class to class are expected to clean up before they are allowed to leave for their next class. Set aside a time each day, for clean up of desk and surrounding areas.

Teachers must report classroom needs and any area(s) of potential safety and health hazard to the Director.

FIRE DRILL AND EVACUATION PROCEDURES

By state law, two fire drills-one obstructed and one unobstructed shall be conduted each month. The Fire Plan must be posted near the exit door in each room for consistency.

PURPOSE

1. To train occupants to leave buildings quickly and in order.
2. To teach self-control in times of emergency.

Teacher Contract
(Probationary)

This contract entered into by the Board of Directors of the Tejano Center of the Community Concerns, hereinafter called the Employer, and _____, hereinafter called the Teacher, witnesseth as follows:

Article I Terms of Employment

1. The Employer hereby agrees to employ the above mentioned Teacher for a one year term commencing on _____ and ending on _____ for a total of ___ days unless terminated by mutual consent of both parties hereto or pursuant to the provisions hereinafter set forth. The Teacher agrees to serve in a professional capacity by conducting administrative duties, obtaining and maintenance of student attendance records, any secretarial duties, and other reasonable duties as assigned.
2. The Teacher shall be paid a base salary of _____ for the ___ days required by this contract. That salary will be paid over a period of ___ months.
3. The contract is conditioned upon the Teacher satisfactorily providing the certification, service records, teaching credentials, and other records and information required by the Employer. Failure of the Teacher to maintain certification in the position assignment shall be grounds for dismissal. False statements, misrepresentations, omissions of requested information, or fraud by the Teacher shall be grounds for dismissal. The Teacher hereby represents that he/she has made written disclosure to the Charter School of any conviction for a felony or an offense involving moral turpitude.
4. The workday shall be defined as eight consecutive hours. Teachers shall be required to remain one day each week for an additional 45 minutes to meet with individual students, parents, or assist with extended day as needed. The Teacher shall be granted compensatory time for required days beyond the school calendar. This may include weekends. The Employer must approve these assignments in advance and in writing. Compensatory time may not be used to extend a holiday. Compensatory time may not be used without prior written approval.
5. The Teacher shall be given a thirty-minute duty free lunch and a forty-five minute uninterrupted planning period.
6. Attendance at approved required workshops or training shall be counted as regular workdays. The Employer shall pay for materials and fees for all required workshops or training. The Director of Education must grant approval in advance and in writing.

7. The Teacher shall be permitted ten days for illness. If this contract becomes effective after _____, then sick leave shall accrue at a rate of .833 days per each month of employment. Up to two of these days may be used for personal business that cannot be conducted outside of the workday. The Teacher shall be further permitted one additional day for funeral leave for a parent, spouse, child or sibling. If the funeral requires travel beyond 100 miles, the Teacher shall receive two additional days. Unused sick leave will be carried forward year to year. Medical verification is required for illness after the 3rd day. The Employer reserves the right to request medical verification when there is a suspicion of abuse of leave. This request must be made in writing and a justification for the request must be clearly stated by the Employer.
8. The Employer shall provide all employees with medical, dental and optical insurance. While the employer may solicit input from the Teachers, final selection of a company is the responsibility of the Tejano Center Board.
9. The employer shall make available a cafeteria plan of employee paid pre-tax benefits including disability insurance, dependent care deductions, and tax-sheltered annuities.
10. Benefits will be earned in proportion to the number of months worked.

Article II Seniority

1. Seniority is accepted and endorsed by the parties to this contract.
2. Seniority shall be defined as the length of continuous service dating from the first day of paid full-time permanent employment as a Teacher at the Raul Yzaguirre School for Success.
3. Seniority shall be the determining factor in any reduction in force. Teachers will be recalled based on seniority for up to a year. A Teacher who is recalled must begin work within ten days of notice of recall.

Article III Discipline, Suspension, and Termination

1. No Teacher shall be disciplined, suspended, or terminated except for just cause including, but not limited to, the following:
 - a. falsification of employment data
 - b. falsification of student records or other state records
 - c. repeated failure to comply with official directives or school policy
 - d. conviction of a felony or any crime involving immorality as defined in the penal code
 - e. repeated and continuing neglect of duties, excessive tardiness or unexcused absence
 - f. physical abuse of children
 - g. improprieties in the administration of TAAS or other standardized tests required by the Employer

- h. engaging in internal Tejano Center political activity
 - i. breach of confidentiality regarding student records or performance
 - j. good cause as determined by the Tejano Center Board
2. No written material may be used against a Teacher in a disciplinary proceeding unless the Teacher has had prior knowledge of its existence and an opportunity to respond. The Teacher must be furnished with a copy of a said material within two working days.
 3. A Teacher shall be notified of all disciplinary action in writing. The Employer shall give no less than 24 hours notice of a disciplinary conference. The Teacher may bring representation to the conference.
 4. Before a Teacher shall be terminated for any of the causes set forth in this contract, the Teacher shall be notified in writing of the proposed action and the grounds assigned therefor. Notice of non-renewal shall be given 30 days prior to the last day of student instruction.
 5. A Teacher desiring to contest a termination will notify the Chief Operating Officer of the Tejano Center in writing within 10 days. A hearing will be schedule before the Tejano Center Board within 30 days. The Teacher will remain on salary throughout this hearing and the period prior to the decision. A decision shall be rendered in writing in on more than 10 days.
 6. A Teacher who wishes to contest the decision of the Board may appeal that decision to arbitrator shall be hired from the American Arbitration Association. The Teacher or their representative shall equally share the cost of the arbitrator. The decision of the arbitrator shall be binding on all parties and shall not be appealable.
 7. A Teacher who delays a hearing for reasons other than documented personal illness or a death in the immediate family will immediately be placed on unpaid leave. If the proposed termination is reversed, the Teacher shall receive back pay and benefits.
 8. Progressive discipline shall apply. Based on the severity of the offense, a Teacher may be given an oral reprimand, or suspension without pay prior to initiating termination proceedings. The Director may give suspension of up to 3 days. Director may give suspensions above 3 days with the approval of the Chief Operating Officer.

Article IV Grievance Procedure

1. Complaints arising from violations of the policies or practices of the Raul Yzaguirre School for Success or the terms of the Teacher contract concerning wages, hours, and conditions of employment shall be referred to the Director of Education in writing within 15 working days of their occurrence. A meeting shall be scheduled within 5 days and a decision shall be rendered in writing within 2 days of the meeting.
2. Should the Teacher decide to appeal the decision, such appeal shall be referred to the Chief Operating Officer of the Tejano Center within 2 days of the receipt of the decision.

A hearing shall be scheduled within 10 days and a decision rendered in writing within 5 days.

3. The Teacher may appeal the decision of the Chief Operating Officer to the Tejano Center Board. Such appeal shall be in writing. An appeal shall be conducted at the next regularly scheduled meeting of the Board. A decision shall be rendered at the conclusion of the appeal.
4. A Teacher wishing to contest the decision of the board regarding a contract violation may appeal to arbitration. The Teacher or his or her representative shall share equally in the cost of the arbitrator. The decision of the arbitrator shall be binding on all parties and may not be appealed.
5. The Teacher may be represented at all levels of the grievance procedure.
6. Grievances shall be heard at a mutually agreeable time.
7. At the request of the Teacher, a grievance may be appealed directly from the Director of Education to peer mediation. A committee of two Teachers shall serve as mediators. Both the Employer and the Teacher may each strike on the mediators. If an agreement is reached, it shall be considered binding. In the event of an impasse, the grievance shall reenter the grievance procedure and be referred to the Chief Operating Officer.

Article V General Provisions

1. No Teacher shall be publicly reprimanded.
2. No Teacher shall be coerced to participate in or refrain from participation in political activities within their community or local, state or national affairs.
3. Teachers shall have academic freedom so long as the methodology used is appropriate to the subject taught and the age, maturity, and academic level of the students and in keeping within their community or local, state, or national affairs.
4. Teachers with specific areas of expertise shall be encouraged to share these with students during the extended day period. The Tejano Center shall make a good faith effort to secure grants to provide stipends for Teachers who teach additional classes during extended day.
5. Teachers shall be encouraged to participate in professional organizations. Payroll deduction will be provided.
6. Teachers shall serve a probationary period for a maximum of two years of continuous employment at Raul Yzaguirre School for Success unless, during the second year of the Teacher's probationary contract, the Employer determines it is doubtful whether the teacher should be given a continuing contract. In that event, Teacher shall serve a third year of probation.

7. Teachers may consult with their Employer to negotiate modifications in the teacher employment contract through the representative of their choice.

8. Teachers may recommend changes to policy through the Chief Operating Officer. These recommendations shall be in writing.

Article VI Management Rights

The Tejano Center for Community Concerns retains the exclusive right to manage the Raul Yzaguirre School for Success and the direct the unusual functions, duties, and responsibilities of all Teachers. This includes the right to hire, assign, evaluate, promote, and suspend, or discharge for just cause.

Article VII Resignation

1. The Teacher may relinquish his or her position by rejecting a new contract. A Teacher who signs a new contract but wishes to resign must submit a written resignation to the Employer no later than the 15th day of June.

2. Resignations after the 15th day of June must have approval of the Employer.

3. The Teacher may not resign during the school year without the consent of the Employer.

Article VIII Savings Clause

This contract is subject to applicable federal and state laws and rules and regulations. Should any part or any provision herein contained invalid by reason of existing of subsequently enacted legislature or by decree of a court of last resort, such invalidation of that part of the contract shall render it null and void, but will not affect the remaining sections of the document.

This contract combines and supersedes all prior agreements and representations concerning employment. No amendments to this contract shall be binding unless reduced to writing and signed by both parties.

The offer of employment for the _____ school year shall expire unless this contract is signed and returned to the Employer on or before _____. Failure to return the signed contract by this date shall constitute a rejection of the employment offer and current employment, if any, shall terminate at the end of the existing contract term.

Teacher

Date

Chief Operating Officer

Date

ATTACHMENT 8

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: Tejano Center
for Community Concerns — Raul Yzaguirre School
for Success

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

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

1. Full Name (Initials Not Acceptable): RICHARD ROLANDO FARIAS

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

b. Maiden Name (if female) N/A

c. Other names used at any time NONE

3. Social Security Number: [REDACTED]

4. Date and Place of Birth: October 2, 1947

5. Business Address: 2950 BROADWAY, HOUSTON, TEXAS 77017
Business Telephone: 713 644-2340

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
3/99-Present	2927 DOVER	HOUSTON, TX	77017
1/96 - 3/99	7938 Mendez	HOUSTON, TX	77026
2/93 - 1/96	4313 1/2 HARRISBURG	HOUSTON, TX	77021
8/88 - 2/93	10230 SagePlum	HOUSTON, TX	77087

7. Education: Dates, Names, Locations and Degrees

College 1970 Southwest Texas College, '71-72 SAN JACINTO Jr. College -
AA Degree, SAM Houston State U. - '73-74 - BA
Graduate Studies '74-76 - SAM Houston State U. - 36 hrs completed for
MASTERS IN CRIMINOLOGY + CORRECTIONS
Others July 99 - HARVARD U. - J.F. Kennedy School of Government -
Senior Executives Program for State + Local Govt.

8. List Membership in Professional Societies and Associations: NATIONAL Council of LA RAZA, HARVARD-JFK ALUMNI ASSOC.
9. Present or Proposed Position with the Proposed Charter School: Chief Executive Officer
10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
92-Pres.	TESANO Center	2950 Broadway	President + CEO
86-92	Assoc. for the Advancement of Mexican Americans		Exec. Dir.
70-86	HARRIS County Juvenile PROBATION		Supervisor

11. Present employer may be contacted: Yes No (Circle One)
- Former employers may be contacted: Yes No (Circle One)
12. a Have you ever been in a position which required a fidelity bond? NO If any claims were made on the bond, give details: N/A
- b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? NO
If yes, give details: N/A

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): 1970 Juvenile PROBATION Officer, issued by STATE - TERMINATED IN 1986 - resigned position voluntarily.

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

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? YES If yes, give details: I Am A full time Employee

16. Have you ever been adjudged bankrupt? I filed for bankruptcy in '93.

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

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

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

Dated and signed this 31st day of OCTOBER 2000, at TESANA CENTER, 2950 BROADWAY, HOUSTON TX.

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

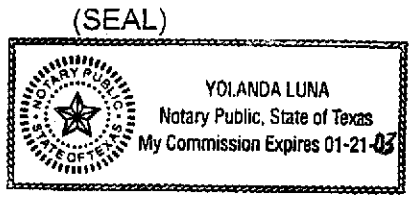
Richard R. Farias
(Signature of Affiant)

State of TEXAS
County of HARRIS

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

Subscribed and sworn to before me this 31st day of October, 2000

[Signature]
(Notary Public)
My commission expires 01-21-03



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

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____
Tejano Center for Community Concerns
Raúl Yzaguirre School for Success

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

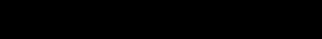
IF ANSWER IS "NO" OR "NONE", SO STATE.

1. Full Name (Initials Not Acceptable): Philip Cano

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

b. Maiden Name (if female) N/A

c. Other names used at any time N/A

3. Social Security Number*: 

4. Date and Place of Birth: October 12, 1947 Corpus Christi, Texas

5. Business Address: 2950 Broadway
Business Telephone: (713) 649-6201

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

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>1995-2000</u>	<u>2006 Shadow Creek</u>	<u>Houston, Tx</u>	<u>77017</u>
<u>1990-1995</u>	<u>7005 E. Alpine</u>	<u>Houston, Tx</u>	

7. Education: Dates, Names, Locations and Degrees

College May 1971 Texas A+I University Kingsville, Texas B.A.

Graduate Studies 1996 Texas Southern University Houston, Texas M.A.

Others _____

8. List Membership in Professional Societies and Associations: N/A

9. Present or Proposed Position with the Proposed Charter School : Director of Education

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

DATES	EMPLOYER	ADDRESS	TITLE
1998 - Current	Tejano Center	2950 Broadway	Director of Education
1988 - 1998	Polytechnic Inst.	5206 Airline	Campus Director
1980 - 1988	George I. Sanchez School	204 Clifton	Principal

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

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

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

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

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

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

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

16. Have you ever been adjudged bankrupt? NO

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

If yes, give details: N/A

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

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

Dated and signed this 31 day of October, 2000, at Tejano Center for Community Concerns

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

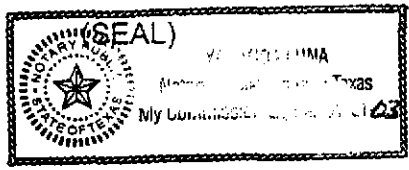
Philip Cano
(Signature of Affiant)

State of TEXAS
County of Harris

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

Subscribed and sworn to before me this 31st day of October, 19- 2000

[Signature]
(Notary Public)
My commission expires 01-21-03



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

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____

Tejano Center for Community Concerns

Raul Yzaguirre School For Success

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

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

1. Full Name (Initials Not Acceptable): Ruben O. Gonzales

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

b. Maiden Name (if female) None

c. Other names used at any time None

3. Social Security Number*: [REDACTED]

4. Date and Place of Birth: November 2, 1960 Morrahams, TX

5. Business Address: 2950 Broadway Houston, TX 77017

Business Telephone: (713) 649-6201 X 3323

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
<u>8/92 - Present</u>	<u>9240 Nathaniel #892</u>	<u>Houston, TX</u>	<u>77075</u>
<u>8/90 - 8/92</u>	<u>5303 Pease</u>	<u>Houston, TX</u>	<u>77023</u>

7. Education: Dates, Names, Locations and Degrees

College 1980-1983 Rockhurst College Kansas City, Mo BA - Communications

1979-1980 - Doherty College Kansas City, KS

Graduate Studies University of Houston 1996-present Houston TX

M.ED - Bilingual Education 1998 Mid-management Certification - pending

Others _____

8. List Membership in Professional Societies and Associations: Association For Supervision Curriculum Development (ASCD); Houston Area Association of Bilingual Educators (AAABE); Texas Association Bilingual Educators (TABE); National Association Bilingual Educators (NABE)
9. Present or Proposed Position with the Proposed Charter School: Primary Academy Director; Bilingual/ESL Coordinator; Special Education Coordinator
10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
6/79 - present	Tejano Center For Community Concerns	2450 Broadway	Primary Academy Director
2/90 - May 99	Houston Independent School District	Richmond	Bilingual Teacher
5/87 - June 90	Monterrey Tex Mex Cafe		Assistant Manager
6/96 - June 99	Museum of Natural Science		Teacher
9/86 - 5/87	Barrios Unidos - Union Progreso		Meals on Wheels Director

11. Present employer may be contacted: Yes No (Circle One)
- Former employers may be contacted: Yes No (Circle One)
12. a Have you ever been in a position which required a fidelity bond? No If any claims were made on the bond, give details: _____

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

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): Provisional Certification Bilingual/ESL K-6; 1991
Temporary Mid-Management 1999 - State Board of Education

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

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

16. Have you ever been adjudged bankrupt? No

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

If yes, give details: _____

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

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

Dated and signed this 13 day of October 2000
~~to 2001~~, at Tejano Center for Community Concerns

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

[Signature]
(Signature of Affiant)

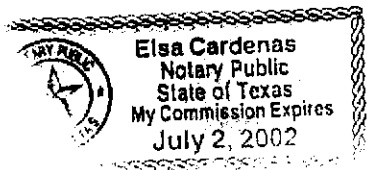
State of Texas
County of Harris

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

Subscribed and sworn to before me this 13th day of October, 2000

[Signature]
(Notary Public)
My commission expires 7-2-2000

(SEAL)



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

Full Name of Sponsoring Entity and Name of Proposed Charter School: RAUL YZAGUERRE SCHOOL FOR SUCCESS

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

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

1. Full Name (Initials Not Acceptable): RENE CARLOS RODRIGUEZ

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

b. Maiden Name (if female) _____

c. Other names used at any time _____

3. Social Security Number*: [REDACTED]

4. Date and Place of Birth: 6-11-1962 BROWNSVILLE, TEXAS

5. Business Address: 2950 BROADWAY HOUSTON, TX. 77017

Business Telephone: 713-649-6201

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

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
	<u>5302 1/2 CLAREMONT</u>	<u>HOUSTON, TX.</u>	<u>77023</u>

7. Education: Dates, Names, Locations and Degrees

College TEXAS A+I (A+M) UNIVERSITY KINGSVILLE

1-1980 / 8-1983 - B.S. Sec. Ed. E.S.L. - Certification

Graduate Studies UNIVERSITY OF TEXAS - BROWNSVILLE

1989

Others _____

8. List Membership in Professional Societies and Associations: _____

9. Present or Proposed Position with the Proposed Charter School : _____
Assistant Director of Education
Assigned primarily to the Senior Academy.
10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:
- | DATES | EMPLOYER | ADDRESS | TITLE |
|--------------|------------------------|------------------------|---------------|
| 1998-Present | Paul Yeaguirre Charter | 2950 Broadway | Administrator |
| 1991-1998 | HOUSTON I.S.D. | Stephen F. Austin H.S. | TEACHER |
| 1987-1991 | BROWNSVILLE I.S.D. | Gladys Porter H.S. | TEACHER |
| 1983-1987 | Houston I.S.D. | Edison Middle School | TEACHER |
11. Present employer may be contacted: Yes No (Circle One)
 Former employers may be contacted: Yes No (Circle One)
12. a Have you ever been in a position which required a fidelity bond? No If any claims were made on the bond, give details: _____
 b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? No
 If yes, give details: _____
13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): 1983 - TEXAS Education Agency (TEA)
TEACHER CERTIFICATION - Secondary Education
Speech, Spanish, ESL
14. During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked? No If yes, give details: _____

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? Yes If yes, give details: Contracted to comply with administrative duties at RYSS.
16. Have you ever been adjudged bankrupt? _____

APPLICATION

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

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

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

Dated and signed this _____ day of _____, 19____, at _____

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

[Signature]
(Signature of Affiant)

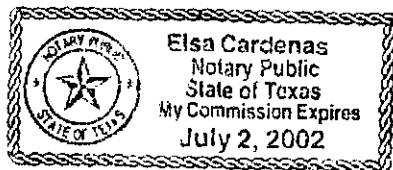
State of TEXAS
County of HARRIS

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

Subscribed and sworn to before me this 13th day of October, 192000

[Signature]
(Notary Public)
My commission expires 7-2-2000

(SEAL)



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

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____
TEJANO Center for Community Concerns
Raul Yzaguirre School for Success

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

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

1. Full Name (Initials Not Acceptable): Olivia Guadalupe GARZA
2. Have you ever had your name changed? Yes If yes, give reason for the change: _____
Due to marriages;
After divorce returned to my maiden name
b. Maiden Name (if female) Olivia Guadalupe GARZA
c. Other names used at any time Olivia Guadalupe JACKSON
Olivia Guadalupe Botello
3. Social Security Number*: [REDACTED]
4. Date and Place of Birth: MARCH 17, 1945 Pontiac, Michigan
5. Business Address: 2950 Broadway Houston, Texas 77017
Business Telephone: 713-649-6201
6. List your residences for the last ten (10) years starting with your current address, giving:

DATES	ADDRESS	CITY AND STATE	ZIP CODE
<u>1993 - Present</u>	<u>10912 Gulf Freeway Unit 74</u>	<u>Houston Tx.</u>	<u>77034</u>
<u>1982 - 1993</u>	<u>766 Voyager (CLEAR LAKE)</u>	<u>Houston TX.</u>	

7. Education: Dates, Names, Locations and Degrees

College Associate of Arts 1993 SAN JACINTO JUNIOR COLLEGE
Bachelor of Science 1997 University of Houston Central
Graduate Studies Curriculum and Instruction - Instructional
Technology - Masters candidate Spring 2001.
Others IBM Company sponsored - Situational Leadership,
Management Trng, IBM approach to Education - Vanderbilt University,
Win-Win Negotiations, Business Conduct, Effective Listening,
Instructor Development.

APPLICATION

8. List Membership in Professional Societies and Associations: ASSOCIATION of Texas Professional Educators, TEXAS Computer Education Association, NATIONAL Business Education Association and Vietnam Veterans of America - Chap. 343.

9. Present or Proposed Position with the Proposed Charter School: Technology Director and Curriculum Coordinator and Federal Title Applications Coordinator

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

DATES	EMPLOYER	ADDRESS	TITLE
1999 - Present	TEJANO Center for Community Concerns		Tech. Director
1998 - 1999	Houston Learning Academy		Tech. Dir. / GRANT writer
1992 - 1998	Association for the Advancement of Mex-Americans		Tech. Dir. Grantwriter Teacher
1967 - 1992	IBM CORPORATION		(Retired 1997)

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

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

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

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

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

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? Yes If yes, give details: I Am currently the Campus Technology Director and Curriculum Coordinator. I will continue in that capacity in the proposed charter school.

16. Have you ever been adjudged bankrupt? No

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

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

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

Dated and signed this 13 day of October, 2000, at Tejano Center For Community Concerns

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

Olivia G. Garza
(Signature of Affiant)

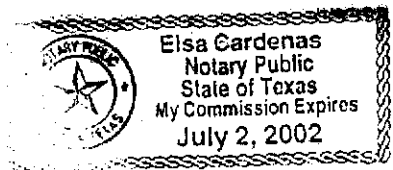
State of Texas
County of Harris

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

Subscribed and sworn to before me this 13th day of October, 2000

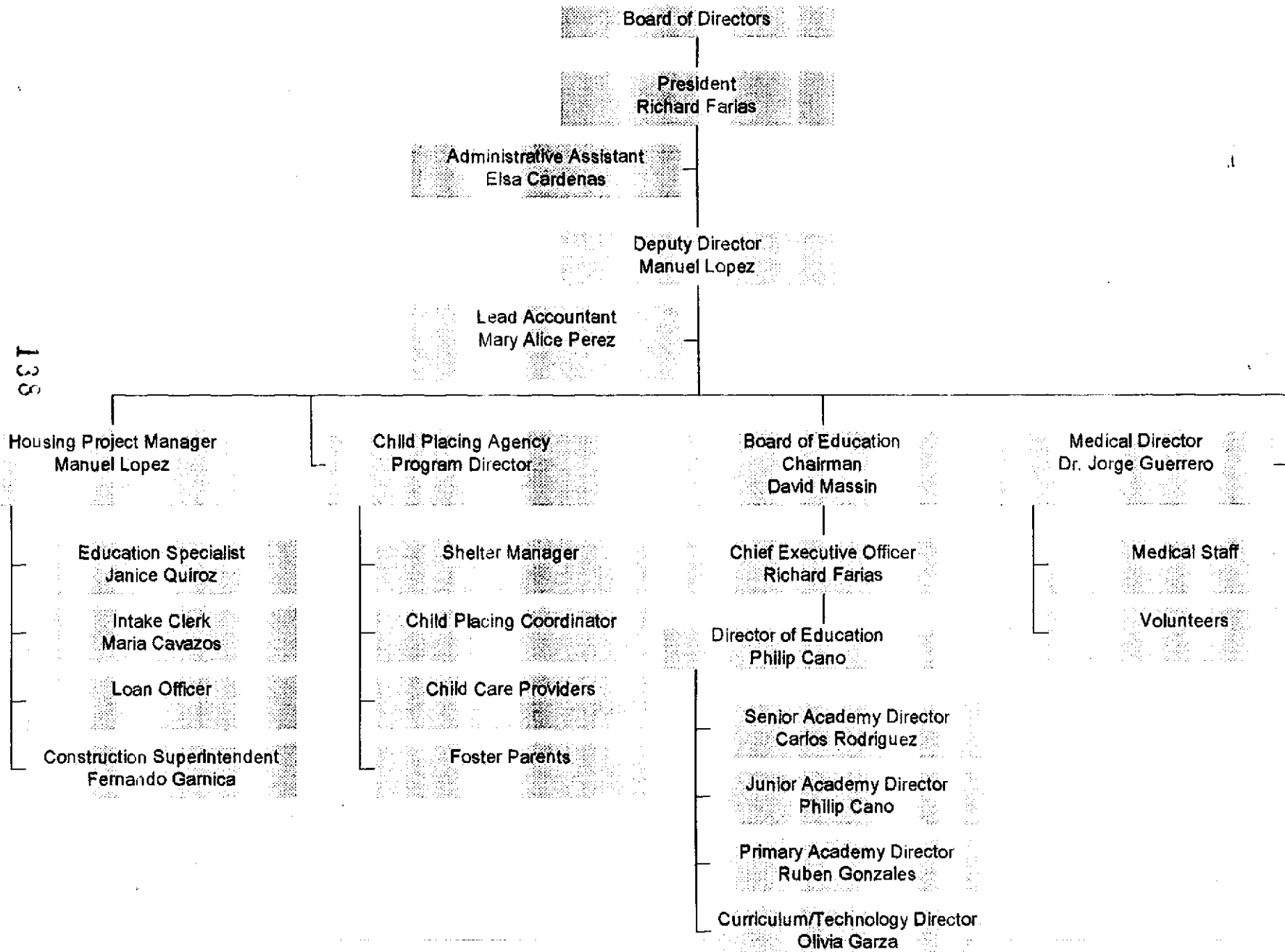
Elsa Cardenas
(Notary Public)
My commission expires 7-2-2002

(SEAL)



ATTACHMENT 9

Tejano Center for Community Concerns
Organizational Chart



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ATTACHMENT 10

Raul Yzaguirre School for Success

Job Description

Chief Executive Officer

General Duties: Overall in charge of the total RYSS operation.

Specific Duties: Maintains constant communication with Host Agency & RYSS Board of Directors, assists Chairman in setting Board meeting agenda.

- 1) Serves as authorized agent for the Board on contracts and agreements with outside sources, including the Texas Education Agency.
- 2) Approves all hiring and dismissal of personnel.
- 3) Meets with school directors on a scheduled and non-scheduled basis.
- 4) Sets Board approved direction of the school.
- 5) Leads budget preparation for Board Approval
- 6) Oversees accounting department
- 7) Delegates responsibilities and authority to school directors as appropriate.
- 8) Maintains community and public relations
- 9) Responsible for fund development
- 10) Ensures compliance with TEA requirements and all pertinent laws and regulations related to the RYSS and TCCC.

Reports directly to the Tejano Center Board and the RYSS Board of Directors.

Qualifications: Must have minimum of 5 years experience in educational administration. Minimum of Bachelors degree in Education or related field. Master degree preferred.

Must have a good understanding of the EastEnd community demographics and educational staff of 100 serving 600 students in grades Pre-Kindergarten through twelfth.

Raul Yzaguirre School for Success**Job Description****Director of Education**

General Duties: Coordinate all educational operations between the three school academies.

Specific Duties: The Director of Education (DOE) will be:

- 1) Responsible for the weekly reporting of the school operations to the Chief Executive Officer.
- 2) Responsible for the weekly administrator meetings to discuss overall educational program goals and objectives.
- 3) Responsible for working with Curriculum and Instruction coordinator to ascertain campus educational and progress, concerns.
- 4) Responsible for campus modifications as required with regards to safety-security issues.
- 5) Responsible for assisting the academy principals with instructor/staff disputes or concerns
- 6) Responsible for overseeing RYSS staff evaluations
- 7) Responsible for assisting academy principals with student discipline guidance and facilitating parent sessions as requested.
- 8) Responsible for facilitating campus improvement plan development and modifications
- 9) Responsible for facilitating end of year results in the areas of TAAS-TEKS, instructor compliance, reading and writing initiatives, special education, ESL, discipline and attendance, extended day, technology and parental involvement.
- 10) Responsible for compiling RYSS end of year report to chief executive officer.
- 11) Responsible for assisting the chief executive officer as requested and serve as on site supervisor in his absence.

Raul Yzaguirre School for Success

Job Description

Primary Academy Principal

General Duties: Responsible for the daily operation of the Primary Academy of the Raul Yzaguirre School.

Specific Duties: The Principal will be

- 1) Responsible for the daily management of the instructional corp., support staff and volunteers for compliance with agency and state regulation policy!
- 2) Responsible for the implementation of the educational goals and objectives of the Raul Yzaguirre School Improvement Plan
- 3) Responsible for the scheduling of professional development training for instructors and support staff.
- 4) Responsible for assuring all instructors receive/participate in the Professional Development and Appraisal System (PDAS)
- 5) Responsible for meeting with the Curriculum and Instruction coordinator on a regular basis to ascertain progress, concerns, regarding the instructional corp. and educational objectives. (TEKS-TAAS)
- 6) Responsible for the effective and consistent attendance taking procedure by the academy instructors' staff.
- 7) Responsible for the required action and follow up on non-attending students with the registrar and attendance officer.
- 8) Responsible for the scheduling of substitute teachers as required.
- 9) Responsible for the academy coordination and implementation of educational strategies for special education and ESL students.
- 10) Responsible for the submission of all required reports to the superintendent, Region IV, TEA in a timely manner.
- 11) Responsible for proactive involvement and strategies with parents via the parent liaison. (Communication and accessibility)
- 12) Responsible for the constant modifications and strategies to improve the "quality of life" for staff and students on campus.
- 13) Responsible for the annual evaluation of all staff.
- 14) Responsible for all preparations and strategies regarding the TAAS and IOWA tests.
- 15) Responsible for the academy wide assessments of student academic progress and recommended modifications and strategies.
- 16) Responsible for implementing school strategies to encourage and foster positive self-esteem and character building activities for students.
- 17) Responsible for the coordination of the safety-security measures implemented in the academy. Principal will handle all emergency scenarios.
- 18) Responsible for the coordination and implementation of additional tutorial – homework assistance for all students as required.

- 19) Responsible for the daily punctuality and attendance of all staff.
- 20) Responsible for any additional duties assigned by the Director of Education and the Superintendent.
- 21) Responsible for assuring that there will be no intimidation, yelling, cursing or threatening any student or staff person by another employee of the Tejano Center/Raul Yzaguirre School for Success.

Qualifications: This administrative position requires a minimum of a Bachelor of Arts/Bachelor of Science degree and five years experience in an educational setting.

The principal will report directly to the Superintendent and the Director of Education.

Raul Yzaguirre School for Success

Job Description

Junior Academy Principal

General Duties: Responsible for the daily operation of the Junior Academy of the Raul Yzaguirre School.

Specific Duties: The Principal will be

- 1) Responsible for the daily management of the instructional corp., support staff and volunteers for compliance with agency and state regulation policy!
- 2) Responsible for the implementation of the educational goals and objectives of the Raul Yzaguirre School Improvement Plan
- 3) Responsible for the scheduling of professional development training for instructors and support staff.
- 4) Responsible for assuring all instructors receive/participate in the Professional Development and Appraisal System (PDAS)
- 5) Responsible for meeting with the Curriculum and Instruction coordinator on a regular basis to ascertain progress, concerns, regarding the instructional corp. and educational objectives. (TEKS-TAAS)
- 6) Responsible for the effective and consistent attendance taking procedure by the academy instructors' staff.
- 7) Responsible for the required action and follow up on non-attending students with the registrar and attendance officer.
- 8) Responsible for the scheduling of substitute teachers as required.
- 9) Responsible for the academy coordination and implementation of educational strategies for special education and ESL students.
- 10) Responsible for the submission of all required reports to the superintendent, Region IV, TEA in a timely manner.
- 11) Responsible for proactive involvement and strategies with parents via the parent liaison. (Communication and accessibility)
- 12) Responsible for the constant modifications and strategies to improve the "quality of life" for staff and students on campus.
- 13) Responsible for the annual evaluation of all staff.
- 14) Responsible for all preparations and strategies regarding the TAAS and IOWA tests.
- 15) Responsible for the academy wide assessments of student academic progress and recommended modifications and strategies.
- 16) Responsible for implementing school strategies to encourage and foster positive self-esteem and character building activities for students.
- 17) Responsible for the coordination of the safety-security measures implemented in the academy. Principal will handle all emergency scenarios.
- 18) Responsible for the coordination and implementation of additional tutorial – homework assistance for all students as required.

- 19) Responsible for the daily punctuality and attendance of all staff.
- 20) Responsible for any additional duties assigned by the Director of Education and the Superintendent.
- 21) Responsible for assuring that there will be no intimidation, yelling, cursing or threatening any student or staff person by another employee of the Tejano Center/Raul Yzaguirre School for Success.

Qualifications: This administrative position requires a minimum of a Bachelor of Arts/Bachelor of Science degree and five years experience in an educational setting.

The principal will report directly to the Superintendent and the Director of Education.

Raul Yzaguirre School for Success

Job Description

Senior Academy Principal

General Duties: Responsible for the daily operation of the Senior Academy of the Raul Yzaguirre School.

Specific Duties: The Principal will be

- 1) Responsible for the daily management of the instructional corp., support staff and volunteers for compliance with agency and state regulation policy!
- 2) Responsible for the implementation of the educational goals and objectives of the Raul Yzaguirre School Improvement Plan
- 3) Responsible for the scheduling of professional development training for instructors and support staff.
- 4) Responsible for assuring all instructors receive/participate in the Professional Development and Appraisal System (PDAS)
- 5) Responsible for meeting with the Curriculum and Instruction coordinator on a regular basis to ascertain progress, concerns, regarding the instructional corp. and educational objectives. (TEKS-TAAS)
- 6) Responsible for the effective and consistent attendance taking procedure by the academy instructors' staff.
- 7) Responsible for the required action and follow up on non-attending students with the registrar and attendance officer.
- 8) Responsible for the scheduling of substitute teachers as required.
- 9) Responsible for the academy coordination and implementation of educational strategies for special education and ESL students.
- 10) Responsible for the submission of all required reports to the superintendent, Region IV, TEA in a timely manner.
- 11) Responsible for proactive involvement and strategies with parents via the parent liaison. (Communication and accessibility)
- 12) Responsible for the constant modifications and strategies to improve the "quality of life" for staff and students on campus.
- 13) Responsible for the annual evaluation of all staff.
- 14) Responsible for all preparations and strategies regarding the TAAS and IOWA tests.
- 15) Responsible for the academy wide assessments of student academic progress and recommended modifications and strategies.
- 16) Responsible for implementing school strategies to encourage and foster positive self-esteem and character building activities for students.
- 17) Responsible for the coordination of the safety-security measures implemented in the academy. Principal will handle all emergency scenarios.
- 18) Responsible for the coordination and implementation of additional tutorial -- homework assistance for all students as required.

- 19) Responsible for the daily punctuality and attendance of all staff.
- 20) Responsible for any additional duties assigned by the Director of Education and the Superintendent.
- 21) Responsible for assuring that there will be no intimidation, yelling, cursing or threatening any student or staff person by another employee of the Tejano Center/Raul Yzaguirre School for Success.

Qualifications: This administrative position requires a minimum of a Bachelor of Arts/Bachelor of Science degree and five years experience in an educational setting.

The principal will report directly to the Superintendent and the Director of Education.

JOB Description for Olivia G. Garza

(as of May 2000)

Technology Director and Curriculum Coordinator

Federal Title Applications

- Coordinate all Federal Title Applications (I, IV, VI, etc.) in a timely manner, developing application submissions and monitoring them. Respond to any Title application request for interim or final reports.
- Develop status reports on the Title applications as needed.
- Attend Region IV Title Application meetings as required.

Curriculum and Instruction

- Work with 19 teachers, Junior and Senior academies, to assure that they are using the TEKS as a base for their classroom curriculums, and are incorporating TAAS into their training and testing practices.
- Monitor teacher lesson plans, Junior and Senior academies, for incorporation of varied instructional methodologies that consist of the classroom textbook and other instructional resources, including the Internet.
- Assist all teachers, Primary, Senior and Junior academies, on a one-on-one basis in the development of lesson plans, as requested by them.
- Assist all teachers, Primary, Senior and Junior academies, by conducting research on the Internet to obtain appropriate web sites that will enrich their lesson plans.
- Conduct informal classroom observations for 19 teachers on a bimonthly basis.
- Conduct annual summative evaluation for 19 teachers; work with Principal on final review.

Technology

- Assist teachers with specific strategies and resources in creating lesson plans that effectively integrate their instruction with technology.
- Installed and configured PC workstations and other site-based hardware.
- Troubleshoot problems related to workstation-to-file server connectivity, whenever possible.
- Coordinate, setup, and maintain computer labs for training workshops.
- Monitor and correct PC systems in both computer labs (40) to assure for consistency in Desktop format.

- Work with teachers, TAs and administration in the scheduling of labs, if conflicting needs arises.
- Responsible for developing, designing, coordinating, implementing and reporting on the planning, research and/or evaluation activities required for the realization of a Campus Technology Plan.
- Remain abreast of both business-related and school-supported application software packages.
- Remain abreast of the latest technologies in hardware and other peripheral devices.
- Assist in the evaluation of potential network products.
- Developed and maintaining appropriate network records, diagrams, and equipment inventory documentation of installations.
- Use PC systems to produce multi-media graphics, as needed for forms and Internet (web-based sites) layouts.
- Develop and maintain technical skills to promote and support the school's technology direction and planned solutions – part of self-professional development.
- Assist in the planning, implementation, and support of administrative PC systems and procedures to support microcomputer-based student information systems PORTAL.
- Monitor curriculum and technical program operations to observe and track program progress and practices.
- Managing TIF PS7 grant responding to requests, from funder, for reports as required and working with agency accounting department in monitoring fund distribution and accountability.

Training

- Analyze training needs; develop training plans, procedures, and guidelines; and prepare training materials:
- Develop and implement training workshops to ensure the efficient utilization of software applications in the classroom that facilitates instruction for varied student learning styles, that improves instruction effectiveness; and promotes faculty professional development.
- Develop and implement training workshops that ensure the efficient utilization of equipment in the classroom that improve faculty productivity; and promotes professional development

Grants

- Work on grants, as assigned, either as the lead or as a part of a team effort.

RAUL YZAGUIRRE SCHOOL FOR SUCCESS**JOB DESCRIPTION****ACCOUNTANT**

GENERAL STATEMENT OF RESPONSIBILITIES - To manage the accounting function of the organization and implementation of accounting procedures and internal controls.

ACCOUNTING

1. Prepare the annual budget for each funding source and monthly financial reports for the Executive Director and Board of Directors.
2. Maintain policies and procedures for financial operations of the organization that assure that these are in compliance with Federal, State and organizational rules, regulations and guidelines.
3. Maintain and reconcile the General Ledger, Accounts Receivable and Accounts Payable detail and ledger.
4. Prepare monthly and quarterly billings. Maintain records of billings and payments received.
5. Process all checks, after ensuring that expenditure is appropriate, backup documentation is affixed and invoices are accurate. Submit check request with attached invoice to executive director for approval and signature. Maintain cash on hand bank balance. Review bank reconciliation for all accounts and balance to general ledger.
6. Maintain confidential personnel records and verification of employment. Assist with health insurance plan, vacation and other related employee benefits and concerns. Verification of time sheets and prepare payroll. Prepare quarterly and year end reports.
7. Prepare all material necessary for year end audit, including reconciliation of all accounts, accruals and fixed assets. Preparation of reports as needed by the auditor. Filing audit reports to Federal and State funding sources.

ATTACHMENT 11

Raul Yzaguirre School for Success**Job Description**

Job Title: Instructor

Duties and Responsibilities

General: To conduct designated classes in a professional manner.

Specific Duties:

1. Will be punctual to work and will start and end class(es) on time.
2. Will maintain good attendance
3. Will participate in all required grade level meetings, academy wide and school wide meetings.
4. Will participate fully in all instructor-required activities such as field trips, assemblies, Tejano Center special activities, weekend fundraisers, etc.
5. Will complete all required instructor home visits.
 - Will develop and maintain RYSS lesson plan formats for all classes taught and available for review on a daily basis.
6. Will develop a course syllabus for all classes taught.
7. Will deliver a copy of all lesson plans to the Curriculum and Instruction Coordinator every Monday by 8:30 a.m.
8. Will maintain a well-organized student grade book and attendance record that is available for review on a daily basis.
9. Will develop a procedure for securing the instructor grade book and attendance records in a safe file/location.
10. Will deliver a copy of the syllabus and modifications to the Curriculum and Instruction Coordinator.
11. Will submit all required progress reports and report card grades to the lead instructor on a timely basis.
12. Will provide each student a course syllabus, which contains at minimum, the course outline, textbook required and grading system.
13. Will maintain classroom management in a professional manner.
14. Will maintain a system that assures that school textbooks, materials and equipment are not abused.
15. Will follow the RYSS discipline procedures in conjunction with the intervention specialist.
16. WILL NOT yell, curse, demean or threaten a student for any reason.
17. Will come to class prepared and will be knowledgeable of the subject material.
18. Will be clear in their expectations of students.

19. Will adequately explain subject material and content so it will be understood to the satisfaction of the class in general.
20. Will encourage students to ask pertinent questions about the subject content at the appropriate time.
21. Will encourage students to use as much English as possible.
22. Will encourage students to excel in their work and help students develop a positive self-image.
23. Will avoid placing undue/unwanted pressure on students.
24. Will not delegate teaching assignments to other individuals.
25. Will not leave a class unsupervised
26. Will maintain open and positive communication with parents/guardians.
27. Will not leave campus during planning period unless approved by the Director of Education.

Responsible to:

The instructor will report to the Director of Education, High School and Primary Principals as required/needed.

The instructors will work closely with their grade level lead instructor for daily/weekly requirements.

The instructors will also work closely with the curriculum and Instruction Coordinator.

Qualifications:

Must have a college degree with certification, deficiency plan and/or enrolled in graduate school.

Raul Yzaguirre School for Success

Job Description

Secretary – Administrative Assistant

General: Responsible for administrative clerical requirements, coordinating front office receptionist's/attendance duties and communication liaison between the Director of Education and school staff, parents and visitors.

Specific Duties: The Secretary-Administrative Assistant will:

1. Be punctual and demonstrate excellent attendance
2. Be responsible for the daily clerical needs of the Director of Education including appointments, filing and correspondence.
3. Be responsible for maintaining the yearly school calendar of all special days, events, testing, etc. and communicating with appropriate staff of events.
4. Be responsible for guiding and coordinating required duties of the clerical – receptionist aides.
5. Be responsible for specific communication between the parent coordinator and Concilio de Padres.
6. Responsible for the proper documentation and scheduling calendar of staff – instructor professional development and training activities.
7. Responsible for the proper documentation and scheduling of Raul Yzaguirre School for Success field trips.
8. Responsible for assisting/with TAAS/IOWA test preparation and testing integrity.
9. Be responsible for daily communication between the Director of Education and support staff, teacher – aides, parents, visitors, instructors and administrators.
10. Be responsible for scheduling weekly staff meetings at the direction of the Director of Education.
11. Be responsible for follow up telephone calls to any staff-instructor not calling in or absent to document reason and/or classroom assignments.
12. Be responsible for assuring the proper documentation of all timesheets prior to submission to the Director of Education.
13. Be responsible for any other duties assigned by the Director of Education and/or Raul Yzaguirre School for Success Administrator.

Qualifications: This position requires flexibility in work hours depending on Tejano Center/Raul Yzaguirre School for Success activities and a minimum of thirty (30) semester hours of college and/or three (3) years of experience in an educational setting. This position will require a bilingual person with excellent communication skills and follow through.

The Secretary-Administrative Assistant will report directly to the Director of Education.

Raul Yzaguirre School for Success

Job Description

School Registrar

General Duties: The school Registrar will be responsible for the PEIMS/SASI Management programs and all attendance/reporting compliance procedures contained therein.

Specific Duties: The Registrar will be

- 1) Responsible for all programmatic operation utilizing the PEIMS/SASI management programs.
- 2) Responsible for all scheduled reports required by TEA, Region IV, and Raul Yzaguirre School administrators.
- 3) Responsible for the daily attendance forms and inputting said information into computer.
- 4) Responsible for student intake/enrollment application package.
- 5) Responsible for establishing attendance and grading procedures with instructional corp.
- 6) Responsible for entering grades, printing grades and distributing report cards to academy instructors
- 7) Responsible for maintaining confidentiality of student files and keeping files current with all required documents.
- 8) Responsible for all correspondence to and from cooperating school districts.
- 9) Responsible for the documentation of the registrar school calendar with all pertinent grade reporting periods, report submission, etc
- 10) Responsible for timely responses to any Region IV and/or TEA requests for information.
- 11) Responsible for any other duties assigned by the Director of Education

Qualifications: This position requires good working knowledge of the computer and software programs. This position will require excellent punctuality, attendance, and completion all tasks in a timely manner.

The School Registrar reports directly to the Director of Education.

Raul Yzaguirre School For Success

Job Description

Receptionist

General: Responsible for answering the main phone switch board and routing calls appropriately.

Specific Duties: The Receptionist will

- 1) Be responsible for answering all calls to the agency/Raul Yzaguirre School and routing calls to the proper department/staff.
- 2) Be responsible for documenting phone messages department or staff is unavailable.
- 3) Be responsible for assisting visitors and parents in the building with information.
- 4) Be responsible for calling the fire/police department in an emergency and /or when requested by an administrator.
- 5) Be responsible for the front office procedure and protocol.
 - No staff, parents or students allowed in the office.
 - No staff, parents or students are allowed to use the receptionist phone.
- 6) Be responsible for scheduling a substitute during the receptionist lunch hour.
- 7) Be responsible for assisting with scheduled Tejano Center/Raul Yzaguirre School activities and fundraisers.
- 8) Be responsible for assisting with departmental paperwork as requested by the three academy administrators.
- 9) Be responsible for any additional duties assigned by the Director of Education and Executive Director.

Qualification: The receptionist position requires excellent punctuality and attendance. This position requires a minimum of one (1) year receptionist experience. This position will require a bilingual person with excellent communication skills.

Raul Yzaguirre School for Success

**Job Description
Clerical-Receptionist Aide**

General: Responsible for maintaining the front office procedures and networking with all appropriate personnel.

Specific Duties: The Clerical-Receptionist Clerk will:

1. Demonstrate excellent attendance and punctuality.
2. Be professional in all interactions with staff, students, parents and visitors.
3. Be responsible for all phone calls and documentation of messages.
4. Be responsible and attentive to all walk-in traffic.
5. Be responsible for attendance folders and assurance of timely submissions to registrar's office by 10:30 a.m.
6. Be responsible for shirt and planner orders and receipts to parents.
7. Be responsible for new student applications and copies of required documents.
8. Be responsible for A-day B-day sign.
9. Be responsible for all information regarding teacher absences, class work assignments called in before 8:00 a.m.
10. Maintain an appointment book for parent conferences, special activities, etc.
11. Be responsible for radios and accurate documentation of radio assignments. Maintain batteries as required for replacement.
12. Be responsible for any other duties assigned by supervisory staff.

Qualifications: This position requires a minimum of 1-2 years of practical experience in an office-educational setting. This position requires bilingual skills.

Raul Yzaguirre School for Success

Job Description

Intervention Specialist/Attendance Officer

General: Responsible for overseeing the fair implementation of Raul Yzaguirre School for Success school rules and procedures governing student behavior, expulsions, suspensions and compliance with the state attendance plan.

Specific Duties: The Intervention Specialist/Attendance Officer (ISAO)

1. Be responsible for maintaining the Raul Yzaguirre school rules and procedures governing student behavior, expulsions and suspensions.
2. Be responsible for the dissemination of the Raul Yzaguirre school rules and procedures to all school staff, parents and students.
3. Be responsible for meeting with instructors regarding the consistent application of the school rules, procedures and interpretation of school rules and procedures.
4. Be responsible for meeting with all referred students regarding discipline infractions and pursuing consistent follow-up with all parties involved until final resolution.
5. Be responsible for coordinating the activities of the In-House Suspension staff person and the detention/community service aides.
6. Be responsible for the consistent documentation of all discipline referrals, conferences, student contracts and youth training workshops.
7. Be responsible for the referral to outside counseling agencies of any of the Raul Yzaguirre students as required.
8. Be responsible for meeting with the Principals of each academy on a weekly basis to ascertain needs and/or concerns with regards to discipline.
9. Be responsible for the safety and security of all Raul Yzaguirre students.
10. Be responsible for home visits regarding student infractions and student attendance.
11. Be responsible for meeting with the attendance staff at each academy to deal with any emerging pattern of non-attendance.
12. Be responsible for meeting with the appropriate court judge to clarify any questions regarding filing procedures and/or documents required.
13. Be responsible for representing the Raul Yzaguirre School in court.
14. Be responsible for any other duties assigned by the Director of Education and/or Raul Yzaguirre Principals.

Qualifications: This position requires flexibility in work hours and a minimum of thirty (30) Semester hours of college and/or three (3) years of experience in an educational setting working with youth. This position will require a bilingual person with excellent communication skills.

The Intervention Specialist/Attendance Officer will report directly to the Director of Education.

Raul Yzaguirre School for Success

Job Description

Lunch Coordinator

General: Responsible for TEA – Federal Accountability and Compliance with Raul Yzaguirre School for Success Child Nutrition program.

Specific Duties: The Lunch Coordinator will:

1. Be responsible for the overall implementation of the Raul Yzaguirre School for Success Child Nutrition program.
2. Be responsible for scheduling regular meetings with Academy Administrators to consistently inform/update of any pertinent information
3. Be responsible for coordination the kitchen supervisor and workers to insure the proper planning, preparation and serving of all school meals in a timely manner.
4. Be responsible for the daily nutrition program documentation of free, reduced and pay lunches.
5. Be responsible for implementing innovative cost cutting measures with the overall nutrition program.
6. Be responsible for quality control oversight with respect to food storage, safety sanitation and food ordering
7. Be responsible for documenting and dealing with any City of Houston Health Inspector visits/concerns and/or parent student or staff concerns regarding the Nutrition program.
8. Responsible for the preparation and timely submission of all required paperwork for compliance and accounting purposes to Region IV; TEA etc. including audits.
9. Responsible for meeting with the Director of Education and/or Superintendent regarding any matters affecting the Nutrition Lunch program.
10. Responsible for attending all required training for Nutrition program.

Qualifications: This position requires a minimum of one years (1) experience working as a Nutrition Program Administrator.

Raul Yzaguirre School for Success**Job Description****Teacher Aide**

General: Responsible for assisting the Raul Yzaguirre School for Success teachers in providing the best education possible to Raul Yzaguirre School for Success students.

Specific Duties – The Teacher Aide will:

1. Be punctual and demonstrate excellent attendance
2. Follow the Raul Yzaguirre School for Success staff dress code
3. Demonstrate positive interaction/communication with all staff and students
4. Will not embarrass, demean, threaten or intimidate staff, students or parents.
5. Demonstrate the ability to work with the designated grade level lead instructor(s).
6. Perform in a professional manner all assignments and scheduled activities assigned by the academy administrator.
7. Participate in daily monitoring of traffic and students.
8. Maintain excellent communication with designated staff and the front office support staff.
9. Participate in all school-related and school sponsored activities.
10. Meet with appropriate (assigned) grade level staff to discuss any problems, concerns or disagreements in a professional manner.
11. Participate in required staff training. The teacher aide will report directly to the assigned grade level lead instructor and the lead teacher aide.
12. Perform all other assigned duties requested by the Executive Director, Director of Schools.

Qualifications: This position requires a minimum of 30 semester hours of college and/or a minimum of 1-2 years of practical experience in an educational setting.

ATTACHMENT 12

Raul Yzaguirre School for Success
Truancy Department
2950 Broadway
Houston, Texas 77017

APPLICATION
Philip Cano
Director of Schools
Roel Sonnen
Truant Officer



WARNING NOTICE

TO THE PARENTS OR TO PERSONS STANDING IN PARENTAL RELATION TO CHILD

STATE OF TEXAS
COUNTY OF HARRIS

TO:

This letter is to inform you that your child _____ has violated the Compulsory School Attendance law (TEC.Sec25.085).

A Parent/Guardian is subject to a fine of up \$500.00 for each day of unexcused absence after this warning notice.

TEC Sec 25.085. Compulsory School Attendance

- (a.) A child who is required to attend school under this section shall attend school each day for the entire period the program of instruction is provided.
- (b.) Unless specifically exempted by section 25.086, a child who is at least six years of age or who is younger than six years of age and has previously been enrolled in first grade, and who has not completed the academic year in which the child's 17th birthday occurred shall attend school.
- (c.) On enrollment in pre-kindergarten or kindergarten, a child shall attend school.
- (d.) Unless specifically exempted by Section 25.086, a student enrolled in a school district must attend an extended year program for which the student is eligible that is provided by the district for students identified as likely not to be promoted to the next grade level or tutorial classes required by the district under Section 29.084.

TEC. Sec25.095. Warning notice

- (a.) A school district shall notify a student's parent in writing if, in a six-month period, the student has been absent without an excuse five times for any part of the day. The notice must state that if the student is absent without an excuse for 10 or more days or parts of the days in a six month period:
 - (1) the student's parent is subject to prosecution under section 25.093, and
 - (2) the student is subject to prosecution under 25.094
- (b.) Notice is not required under this section if the student is a party to a juvenile court proceeding for conduct described by Section 51.03(b)(2), Family Code.
- (c.) In determining the number of students to enroll in the any class, a school district shall consider the subject to be taught, the teaching methodology to be used, and any need for individual instruction
- (d.) On application of a school district, the commissioner may except the district from the limit Subsection (a) if the commissioner finds the limit works an undue hardship on the district. An exception expires at the end of the semester for which it is granted, and more than one semester at a time.

Notice

From: Roel Sonnen, Truant Officer
De: Roel Sonnen, Oficial de Asistencia
Re: Absence from School
Razon: Ausencias de Escuela
To:
Para:
Date:
Fecha:

You have been counted absent from school on the following date(s)

Has estado ausente de la escuela los siguientes dias

Come see me at my office or have your parent(s), Call me at
(713) 649-6201.

Ven a mi oficina o que sus padres me llamen al
(713) 649-6201.

If I don't hear from anybody, I'll assume it's an unexcused absence.
Si no tenemos una excusa por escrito y firmado por uno de los
padres damos por hecho que es una ausencia injustificada.

State law, states that a \$500.00 fine could be imposed for each
unexcused absence. Por ley se puede cobrar una multa de \$500.00
por cada ausencia injustificada.

Thank you, for taking care of this matter. Gracias, por su atencion.



Raul Yzaguirre School for Success
2950 Broadway
Houston, Texas 77017
(713) 649-6201

**RAUL
YZAGUIRRE
CHARTER
SCHOOL**

DISCIPLINE REFERRAL REPORT

APPLICATION

Raul Yzaguirre School for Success

2950 Broadway St., Houston, Texas 77017 (713) 649-6201

Student: _____	ID#: _____	Grade: _____
Parent/Guardian: _____	Date: _____	
Address: _____	Teacher: _____	
	Phone: _____	

PART I- UNSATISFACTORY CONDUCT	
Level One-Violation of Classroom Rules (Teacher Directed) <input type="checkbox"/> Violation of class rules <input type="checkbox"/> Unexcused tardies <input type="checkbox"/> Cheating <input type="checkbox"/> Interrupting/talking out <input type="checkbox"/> Refusal to participate <input type="checkbox"/> Failure to bring required materials <input type="checkbox"/> Horseplay <input type="checkbox"/> Other _____	Level Three-Suspension and/or Removal <input type="checkbox"/> Repeated/chronic Levels I and II <input type="checkbox"/> Fighting <input type="checkbox"/> Failure to comply with requests <input type="checkbox"/> Theft <input type="checkbox"/> Indecent sexual proposal/harassment <input type="checkbox"/> Ethnic or racial slurs <input type="checkbox"/> Vandalism/criminal mischief <input type="checkbox"/> Truancy <input type="checkbox"/> Other _____
Level Two-Administrative Intervention <input type="checkbox"/> Repeated Chronic level I <input type="checkbox"/> Dress Code Violation <input type="checkbox"/> Misbehavior on School Bus <input type="checkbox"/> Verbal Abuse of Others <input type="checkbox"/> Misbehavior on Field Trip <input type="checkbox"/> Altering School Documents <input type="checkbox"/> Cafeteria Disturbance <input type="checkbox"/> Illegal Gang/Club participation <input type="checkbox"/> Other _____	Level Four-Alternative Education Program <input type="checkbox"/> Repeated/Chronic Levels I, II, and III <input type="checkbox"/> Assault <input type="checkbox"/> Possession, use, or under influence or controlled substance or alcohol <input type="checkbox"/> Arson <input type="checkbox"/> Burglary <input type="checkbox"/> Other _____ <input type="checkbox"/> Making a false statement against staff member

PART II-TEACHER (PLEASE GIVE DETAILED ACCOUNT OF VIOLATION AND PERTINENT INFORMATION)

Do not submit this form to the office for first time Level One offenses. Document first time Level One offenses in your discipline log, contact parents and utilize consequences available to you as prescribed in the RYSS discipline plan. When submitting as a repeated Level I offense, you must include dates of prior offenses and dates of prior parent contact. Student must have two documented prior level one offenses, before submission to the office as a Level II, submit on the third Level One offense. All Level II offenses or higher must be documented and submitted to the office.

PART III-TEACHER INTERVENTION (Complete this section for Level One Infractions only) (Leave blank for Level II, III, & IV)

<input type="checkbox"/> Verbal correction <input type="checkbox"/> Behavior Contract <input type="checkbox"/> Parent Conference: Date _____ <input type="checkbox"/> Other: _____	<input type="checkbox"/> Detention (After School Only) ___ day/s <input type="checkbox"/> Withdrawal of Privileges <input type="checkbox"/> Alternate Assignment: _____	<input type="checkbox"/> Change Seat <input type="checkbox"/> Conference with student	<input type="checkbox"/> Rewards/demerits
<input type="checkbox"/> Additional remarks pertaining to intervention action: _____			

PART IV-ACTION TAKEN BY OFFICE

<input type="checkbox"/> Parent contact: _____ Phone _____ Letter _____ Conference with student _____ <input type="checkbox"/> Suspension: ___ day/s, IN or HB, Date/s): _____ <input type="checkbox"/> Expulsion <input type="checkbox"/> Behavior Contract, ___ day/s) Period: _____ <input type="checkbox"/> Alternate Assignment: _____	<input type="checkbox"/> Parent Conference: Date: _____ <input type="checkbox"/> Teen Court <input type="checkbox"/> Detention (Saturday/s) Place: _____ <input type="checkbox"/> # of day/s _____, Date/s: _____
---	--

PART V-ADMINISTRATOR COMMENTS

Principal/Authorized Representative _____	Date _____	Student Signature _____	Date _____
Copy 1 – Intervention Office Files (White)		Parent Signature _____	Date _____
Copy 2 – Teacher Copy (Yellow)			
Copy 3 – Parent Copy (Pink)			

The Raul Yzaguirre School for Success 2000-2001 School Year



Parent & Student Handbook

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Raul Yzaguirre School for Success
2000-2001 School Year

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Level 4	12
Student and Parent Acknowledgment Form	

RYSS Executive Committee

Richard Farias, Superintendent
Philip Cano, Director of Education
Carlos Rodriguez, Director of Education, Senior Academy
Ruben Gonzales, Director of Education, Primary Academy
Olivia Garza, Director of Technology, and Curriculum and Instruction Coordination

It is policy of the Raul Yzaguirre School for Success not to discriminate on the basis of age, color, handicap or disability, ancestry, national origin, marital status, race, religion, sex, veteran status, or political affiliation in its educational or employment and activities.

A Message From The Director Of Schools

Dear Parents,

As we move forward in our fifth year, we continue to grow and improve in every aspect of our school operations, and this handbook is part of that growth. With this plan we hope to accomplish a solid structure for student behavior and parent responsibility, which will allow all students a fair chance to succeed. It is imperative that everyone complies and supports this plan. Accountability will be expected from everyone on staff here at the Raul Yzaguirre School for Success. However, the students and their parents will also play a vital role in its success. In addition, we always welcome you on campus, and appreciate the time you spend assisting us in promoting a strong, positive relationship between school and home. I know I can count on your continued support and interest. Please feel free to visit with me should you have any questions or comments.

The following school rules are established to protect students, teachers and your school and to allow the maximum opportunity for learning and the success of each student. With all of us working together we can have the best Charter School in the State of Texas. At the Raul Yzaguirre School for Success we will do everything possible to work with each student and his/her parents to avoid suspending or expelling a student. No student, however, will be allowed to disrupt the learning opportunities of other students.

Sincerely,

Philip Cano
Director of Education

RYSS 2000-2001 School Schedule

Student and Staff Holiday

First Day for Students.....	August 16, 2000
Labor Day	September 4, 2000
Fall Holiday	October 9, 2000
Thanksgiving Holiday	November 22 - 24
Winter Holiday	December 18 - Jan 1
Martin Luther King Jr. Day	January 15, 2001
Spring Break	March 12-16
Spring Holiday (Easter)	April 13 and April 16
Memorial Day	May 28, 2001
Last Day for Students	May 31, 2001

No School for Students

Professional Development Days

October 10, 2000

November 1, 2000

January 2, 2001

February 16, 2001

April 17, 2001

May 28, 2001

Teacher Preparation Day

December 15, 2000

March 9, 2001

June 1, 2001

June 2, 2001

Report Development Days

Primary, Junior and Senior Academy

Parent Report Card Pick Up

First Nine Weeks.....	August 16 to October 13 (40 days)	October 26, 2000
Second Nine Weeks.....	October 16 to December 14 (40 days)	January 11, 2001
Third Nine Weeks.....	January 3 to March 8 (45 days)	March 23, 2001
Fourth Nine Weeks.....	March 19 to May 31 (50 days)	June 11, 2001

September 5-8

TAAS PREP & IOWA Dates (Math and Reading)

September 11-5

November 13-16

March 6, 7, 8

GENERAL INFORMATION

School Visitors

Conferences and visits must be planned with at least one-day notice if all possible. This will help the teachers maintain the instructional focus for all students. Teachers and students work on a planned schedule and program. Unnecessary interruptions consume time and hinder the daily school program.

Releasing Students During School Hours (including Power Time)

For the protection of the students and security in the school, it is required that any person entering the building during the school day go directly to the office before going to any other part of the school. No students will be allowed to leave the building with a visitor unless they have been signed out through the office. The person removing the student must have his/her name on the student's enrollment card or the emergency information card. If requested, the person picking up the student must show reliable identification.

Textbooks

Students will be issued textbooks in all subjects. Textbooks should be kept clean and handled carefully. Students are responsible for returning textbooks at the end of the school year or upon checkout from the campus. Parents are responsible for paying for damaged and /or lost books.

Homework

Raul Yzaguirre School for Success recognizes the fact that home study is desirable and necessary. Students will be assigned homework as means of encouraging independent study, establishing good work habits, and reinforcing basic subject skills.

Parents are encouraged to support the school by seeing that students are given adequate time, a quiet area to work, and the assignments are brought to class each time they are given work to complete at home. If you hear too many times that homework is not given, check with your child's teacher during his/her planning period. **ALL STUDENTS ARE REQUIRED** to document their homework in their planners.

Student Policies - Care Of School And Personal Property

We try to instill in our student's pride in the appearance of their school. Students are to respect school property; they must not mark on school furniture, walls ceilings, floors, or equipment with pen, pencil, marker or any other instrument. Students must not play or tamper with fire alarms, fire extinguishers, plants, trees, or any electrical system in the school.

Anyone who willfully destroys or damages school property will be reported to the **PROPER LAW ENFORCEMENT AGENCY. STUDENTS AND PARENTS MAY ALSO BE HELD FINANCIALLY RESPONSIBLE FOR THE DAMAGED PROPERTY.** We hope that students and parents will report all incidents of destruction or damage of school property.

Students are cautioned **not** to bring large amounts of money to school. Students **ARE NOT ALLOWED** to bring radios/CD's cameras, games, beepers, lasers or any items that will disrupt the classroom setting. If a student wears glasses or watches, the student must take responsibility for them. Do not leave money or valuables in the CLASSROOM or DESK. The school will not be responsible for any of these items. Any prohibited items brought to school will be picked up and RETURNED AT THE END OF THE SCHOOL YEAR.

Discipline

The school system, the school, and each class established realistic and reasonable guidelines, norms, rules and procedures for all students to follow so that learning can take place without disruption. Raul Yzaguirre School for Success has mandated a Discipline Plan located at the end of this handbook. Please take note of the specific guidelines that are established for follow-up infractions of these rules within the plan. The classroom teacher through discussion handles minor problems in a routine manner with the student and through parent contact. The intervention specialist will handle disruptive incidents and the parent is usually contacted. Your cooperation and understanding is essential.

The educational purpose of the school is accomplished best in a climate of student behavior, which is socially acceptable to the learning and teaching process. Student behavior which disrupts this process or which infringes upon the rights of others will not be tolerated.

A student may be required to stay after regular dismissal time (detention) for the purpose of making up work as a penalty for bad behavior or for excessive tardiness. This means that if a student is assigned DETENTION ON ANY given day, that student may remain after 5:00 p.m. to complete their work/assignments. Parents will be called and must pick up their son/daughter at the appointed time. A Saturday detention may be assigned for more serious infractions. Parents are responsible for the child immediately after the dismissal from detention. School personnel assume no responsibility for student's transportation from school to home.

(SEE RYSS DISCIPLINE PLAN FOR FURTHER GUIDELINE ON DISCIPLINE)

School Rules

General Rules

- ☞ Follow all Raul Yzaguirre School Rules
- ☞ Follow directions and instruction from school personnel
- ☞ Respect all teachers, school staff, visitors and students - in action and in word.
- ☞ Respect all persons and property
- ☞ Follow procedure and routines

Cafeteria Rules

1. Follow directions and instruction from school personnel
2. Follow procedures and routine
3. Enter quietly
4. Eat quietly
5. Talk quietly
6. Respect all persons and property.

2000-2001 School Year

7. Walk at all times while in the cafeteria. (No running or horse playing)
8. Ask permission to deviate from procedures or routines
9. Line-up and exit quietly

***The Dress Code**

Requires that all students wear the complete uniform daily.

- Shirts and Pants are to be the appropriate size, not too tight or loose. (Students are only allowed to wear khaki pants)

- Shorts, Skirts, Skorts and Capri's are NOT ALLOWED.

(WITH THE EXCEPTION OF THE PRIMARY AND SENIOR ACADEMY)

- All shirts must be tucked in. (All students must wear the Raul Yzaguirre School shirt).
- Pants with belt loops must have a belt.
- All students must wear socks. (White, blue or black).
- Shoes are recommended to be white, black or brown and should not be an expensive brand.
- **NO OVERSIZED OR EXPENSIVE JEWELRY SHOULD BE WORN.**
- No heavy makeup. (6th and 7th grade students are not allowed to wear any makeup)
- No hats, caps, hoods, etc.
- No attire illustrating membership in unauthorized social groups.
- All coats, jackets, hats and any other non-uniform colored sweaters or sweatshirts will be removed when in the buildings.

Uniforms Are Mandatory

- * Please contact the school if you have any questions regarding this discipline plan or if you need to purchase school shirts or jackets.

Attendance – Tardies

If a student is absent from school because of an emergency or illness, **PLEASE CALL THE OFFICE BEFORE 9:00 A.M.** of the absence. A note must follow every absence from the parent/doctor stating the nature and/or reason of absence.

A student who accumulates five (5) or more unexcused absences for the year may be subject to withholding of final passing grades, which may affect the child's advancement to the next higher grade.

Absences will determine "unexcused" if they fail to meet one of the following criterion: illness of student, a death in the family, doctor's appointment, religious holiday, school-related absences prearranged with the school. If a student has a doctor's appointment, but comes to school before 10:30 a.m. after the appointment, he/she will not be counted absent for the day.

1. After 8:05 a.m. school students will not be allowed to enter the classroom without a tardy slip from the office.
2. Excessive tardiness will affect your child's attendance record and/or academic status, as well as possibly lead to exclusion from extra-curricular activities and field trips.

Change Of Address/Telephone

It is extremely important that every student maintain an up-to-date address, working home and emergency telephone number in the office. **NOTIFY THE SCHOOL IMMEDIATELY** if you have a **CHANGE OF ADDRESS OR TELEPHONE NUMBER DURING THE YEAR.**

Emergency Information

In case of emergency, each student is required to have on file with the school registrar and the school nurse the following information:

- Parent(s) or guardian(s) name
- Complete and updated address
- Home phone and parent/guardian work phone or an emergency number (connected and working).
- Physician's name and phone number
- Medical alert information
- Authorized person(s) allowed to pick up child (ren)

Technology Policy – Use of Campus Computer Equipment

Students are responsible for appropriate behavior on the school's computer network—just as they are in a classroom. Communications on the network are often public in nature.

General school rules for behavior and communications apply. It is expected that all students will comply with school standards and the specific set forth rules.

The school network, the Internet, all PC systems and printers, and the scanners, are for use in academic endeavors only. Personal use of the campus network and equipment is not permitted.

The use of the network is a privilege—not a right—and may be revoked if abused. The user (student) is personally responsible for his/her actions in accessing and utilizing the school's computer resources.

The **students** are advised **never** to **access, keep, or send anything that they would not want their school principal, teaching faculty or parents to see.**

Network Standards – Rules

PRIVACY – Network storage areas will be treated like school lockers. Network administrators may review communication activity with the intent of maintaining system integrity and ensuring that students are using the system responsibly.

STORAGE CAPACITY – Students users are expected to remain within allocated disk space and delete E-Mail or other material that take up excessive storage space.

ILLEGAL COPYING – Students should **never download or install** any commercial software, shareware, or freeware onto network drives or disks, unless they **have written permission** from the Network System Administrator. Nor, should students copy other people's work or intrude into other people's files.

INAPPROPRIATE MATERIALS OR LANGUAGE – **No** profane, abusive or impolite language is not to be used when communicating over the network; nor, should materials be accessed which are not in line with the rules of school behavior.

A good rule to follow is: never view, send, or access material that you would not want your school principal, teachers or parents to see. If students encounter such material by accident, they should report it to their teacher immediately.

Network Passwords

Access to the Internet through the campus network will be gained only through the use of a password. Passwords for students are generic and are applicable only to the PC systems used in the labs.

Network Electronic IDs

All students will be allowed to create an electronic address for use in completing school assignments, and homework. At this time, students will not be allowed to access the school network from home.

Web Pages

Student will be allowed to create and post web pages, **only if required**, through a class assignment or in support of an academy project. All pages will have to be approved by the teacher, the appropriate academy principal, and the campus Technology Team.

Uplink of all **approved** web pages will be the sole authority of the campus Webmaster webmaster@tccc-nyss.org.

The following are basic Do/Do not requirements for students that use the campus PC systems, printers or scanners.

STUDENT WILL NOT:

- use a computer to harm other people or their work
- tamper or damage the computer, software applications or the network in any way
- interfere with the operation of the network by installing illegal software, shareware or freeware
- view, send or display offensive messages, written material or pictures
- violate copyright laws – your teacher has knowledge and the responsibility for this instruction.
- trespass into another's electronic folders, files, or work
- share your password with another person
- waste limited resources such as disk space or printing capacity
- no food or beverages are allowed in either of the labs **ever**.

DO NOTIFY a school representative (teacher, staff) immediately, if by accident, you encounter materials that violate the rules of appropriate use.

BE PREPARED to be held accountable for your actions.

Loss of computer privileges for the nine-weeks, or the semester may result.

All students will be required to have a Parent/Student Technology Acknowledgement Form, on file, **prior** to their accessing the campus computers and network.

RYSS DISCIPLINE PLAN

Level 1

Teacher Directed (First and second incidents are handled by teachers)

Infractions: Tardiness (between classes or unexcused lateness to school)
Cheating
Disrupting Class/Horseplay (physical pushing or shoving)
Failure to bring required materials to class
Gum Chewing/Food in Class
Inappropriate Language
Insubordination (Anywhere on campus or while at any school function)
Interrupting/talking out
Refusal to participate
Unexcused Tardies
Violation of class rules
Other minor infractions
*Gang Paraphernalia (bandanas, tagging, binders, etc.)

Note: Consequences will be left to the discretion of the grade level. In addition to classroom consequences, detention and other tools utilized by teachers to correct this behavior, teachers must make telephone contact with the student's parents before referring student as a level 2.

*Referral to the Intervention Specialist.

Level 2

Office Directed

Infraction: Repeated/Chronic Level1
(Student must have two documented prior offenses to be office directed).

Consequence: *Conference with parents
*Saturday detention
*Referral to Youth Intervention Specialist

Infraction: Dress Code Violation (out of uniform shirt, no belt, baggy pants, etc.)

Consequence: *1st offense *Telephone call to parents
*After 2nd offence *Conference with parents
*After School detention(s) and/or Saturday detention(s)
*Referral to Youth Intervention Specialist

Infraction: Altering School documents

Consequence: *Contact parents by phone and letter
*Conference with parents
*Suspension (in-house or home suspension)
*After School detention(s) and/or Saturday detention(s)

Level 2 Cont.

Infraction: Property Damage (writing on book, desk, walls, etc.)

Consequence: -- *Contact parents by phone and letter
*Conference with parents
*After School detention
*Clean up
*Compensation

Infraction: Skipping Class/School

Consequence: *Conference with parents
*Contact parents by phone and letter
*Suspension (in-house or home confinement)
*After School detention(s)
*Saturday detention
*Potential Police contact

Infraction: Misbehavior on the School Bus or Field Trip

Consequence: *Contact parents by phone and letter
*Conference with parents
*Suspension (in-house or home confinement)
*After School detention(s)
*Saturday detention
*Referral to Youth Intervention Specialist

Infraction: Illegal Gang/Club Participation

Consequence: *Contact parents by phone and letter
*Conference with parents
*Suspension (in-house or home confinement)
*After School detention(s)
*Saturday detention
*Potential Police contact
*Referral to Youth Intervention Specialist

Infraction: Cafeteria Disturbance

Consequence: *Contact parents by phone and letter
*Conference with parents
*Suspension (in-house or home confinement)
*After School detention(s)
*Saturday detention
*Potential Police contact
*Referral to Youth Intervention Specialist

Level 3

(Student does not return to class)

Infraction: Physical Confrontation
(Fighting -Anywhere on campus or while at any school function)

Consequence: *Contact parents by phone and letter
*Conference with parents
*Suspension (in-house or home confinement)
*After School detention(s) and/or Saturday detention
*Potential Police contact

Infraction: Indecent Sexual Proposal or Harassment
(Inappropriate language, gesture, or physical contact of a sexual nature)

Consequence: *Contact parents by phone and letter
*Conference with parents
*Suspension (in-house or home confinement)
*After School detention(s)
*Saturday detention
*Potential Police contact

Infraction: Repeated Disrespect to Teacher/Staff (Profanity, Perceived threat, etc.)

Consequence: *Contact parents by phone and letter
*Conference with parents
*Suspension (in-house or home confinement)
*After School detention(s) and/or Saturday detention
*Potential Police contact

Infraction: Ethnic or Racial slurs

Consequence: *Contact parents by phone and letter
*Conference with parents
*Suspension (in-house or home confinement)
*After School detention(s) and/or Saturday detention
*Referral to Youth Intervention Specialist

Infraction: Theft

Consequence: *Contact parents by phone and letter
*Conference with parents
*Suspension (in-house or home confinement)
*After School detention(s) and/or Saturday detention
*Potential Police contact

Infraction: Failure To Comply (Includes but not limited to the following: Failure to adhere to terms of behavior contracts. Failure to comply with reasonable consequences for behavior.)

Consequence: *Contact parents by phone and letter
*Suspension (in-house or home confinement)
*After School detention(s) and/or Saturday detention
*Potential Police contact

Level 4

(Police Contact is required immediately)

Infraction: Possession of ad Deadly Weapon

Consequence: *Referral to police agency
*Conference with parents
*Expulsion
*Due process will be followed

Infraction: Assault or threatening of any faculty, staff or student

Consequence: *Referral to police agency
*Conference with parents
*Potential Expulsion
*Due process will be followed

Infraction: Possession, use, or sale of any controlled substance

Consequence: *Referral to police agency
*Conference with parents
*Potential Expulsion
*Referral to drug counseling program

Infraction: Any other violation of the laws of this State

Consequence: *Referral to police agency
*Conference with parents
*Potential Expulsion
*Due process will be followed

Infraction: Making a false report against a staff member

Consequence: *Conference with parents
*Potential expulsion

*School Administration and Teacher may use community service (cleaning classrooms, cafeteria, bathrooms, hallways or school grounds as a discipline tool.

Parent and Student Handbook Acknowledgement Form

Student's Name: _____ Homeroom Teacher: _____ Grade: _____

I have read and understand the Raul Yzaguirre School for Success Handbook and Discipline Plan.

Date

Print Parent Name

Print Student Name

Parent Signature

Student Signature

ATTACHMENT 13

RAUL YZAGUIRRE SCHOOL FOR SUCCESS
 INCOME STATEMENT
 CURRENT TYD
 2 PERIOD (S) ENDING SEPTEMBER 30, 2000

APPLICATION

INCOME	BUDGET	CURRENT	YEAR-TO-DATE
INKINDCONTRIBUTIONS			
FUNDRAISERS		1,648.27	1,648.27
TECHNOLOGY ALLOCATION	18,240.00	-	-
RENTS		-	-
DONATIONS		4,644.52	24,430.58
TEA		-	-
OTHER INCOME		332.02	332.02
SUMMER SCHOOL PROGRAM		-	(503.64)
FOOD SERVICE ACT.		823.93	823.93
FOUNDATION ENTITLEMENT TEA	3,294,398.00	254,805.00	470,318.00
TEXTBOOKS		59.00	465.94
SCHOOL HEALTH & RELATED		-	-
TITLE I	174,439.00	-	-
TITLE 1V	2,526.00	-	-
CHILD CARE COUNCIL		-	-
TIFF		-	-
MAYOR'S AFTER SCHOOL PRGM		-	-
CHARTER SCHOOL RES. CTR		-	-
SCHOOL BREAKFAST		-	-
IDEA-B FORMULA		-	-
N S L & P	210,000.00	-	-
SUMMER YOUTH PROGRAM		-	-
TOTAL INCOME	3,699,603.00	262,315.74	497,518.10
EXPENSES			
SALARY/WAGES SUB-TEACHERS	24,800.00	1,846.16	3,692.32
PROFESSIONAL SALARIES	215,543.00	15,686.01	32,676.88
TEACHER'S	915,736.00	65,932.32	129,471.68
TEACHER/OTHER PROF. SALARIES	53,045.00	8,467.76	16,917.68
PROGRAM DCR. SALARIES	92,700.00	7,897.24	15,688.23
FOOD SERVICE PERSONNEL	123,517.00	6,337.32	8,914.87
COACH	50,000.00	1,194.44	2,377.04
YOUTH SERVICE SPECIALIST		-	-
SUPPORT PERSONNEL	591,931.00	35,320.36	69,480.25
WAGES COMPUTER TECH	68,000.00	1,846.14	3,692.28
PARENT LIAISON	17,135.00	1,318.40	2,504.96
RESOURCE INSTRUCTIONAL SPEC		-	-
INCENTICE PAY (BONUS)		-	-
SOCIAL SECURITY	133,449.00	124.00	256.72

RAUL YZAGUIRRE SCHOOL FOR SUCCESS
 INCOME STATEMENT
 CURRENT TYD
 2 PERIOD (S) ENDING SEPTEMBER 30, 2000

APPLICATION

GROUP HEALTH & LIFE INS.	206,400.00	9,125.32	19,023.95
WORKER'S COMPENSATION	15,000.00	-	-
MEDICARE	31,210.00	1,291.74	2,519.19
UNEMPLOYMENT COMPENSATION	15,000.00	-	-
AUDIT SERVICES	8,000.00	-	-
LEGAL SERVICES	5,000.00	-	-
SHARS		-	-
PROFESSIONAL SERVICES	37,840.00	6,823.62	10,257.74
STUDENT TUTION		-	-
STUDENT ADMIN FEE	11,000.00	-	-
EDUCATION SERVICES CENTERS		-	1,663.00
CONTRACTED REPAIRS & MAINT		1,148.11	2,483.59
CELLULAR/PAGERS	4,000.00	160.89	513.87
TELEPHONE	23,640.00	789.64	789.27
UTILITIES	5,000.00	233.13	519.35
RENTAL EXPENSE	485,836.00	40,483.33	80,969.66
RENTAL-OPERATING LEASES	17,628.00	4,133.14	4,779.93
OTHER MISC. CONTRACTED SVC		410.00	1,697.00
SUPPLIES/MAINT/OPERATING	17,400.00	162.30	1,522.05
TECHNOLOGY	40,000.00	-	-
TEXTBOOKS		-	-
READING MATERIALS	12,000.00	-	419.35
TESTING MATERIALS		-	-
FOOD	115,000.00	13,337.31	21,990.13
FOOD SERVICE SUPPLIES		1,410.39	2,249.47
SUPPLIES & EQUIPMENT	27,818.00	-	454.40
UNIFORMS/PLANNERS	3,000.00	(1,450.65)	(1,227.40)
CLASSROOM MATERIAL	6,000.00	554.19	2,290.61
SUMMER SCHOOL	20,000.00	-	-
PORTABLE BLDG PURCH/LEASE/COS	150,000.00	-	-
POSTAGE	3,000.00	168.24	244.26
GENERAL SUPPLIES	9,000.00	7,629.05	12,377.23
PRINTING EXPENSE	9,000.00	-	4.45
EMPLOYEE TRAVEL EXPENSE	24,000.00	138.02	374.82
STUDENT FIELD TRIPS	6,500.00	28.78	28.78
TEACHER DEVELOPMENT STIPEND	7,000.00	-	-
EXTRACURRICULAR	7,500.00	258.88	258.88
TRAINING	25,000.00	63.00	128.00
GENERAL LIABILITY/BOND COST	18,000.00	90.99	177.65
OTHER MISC. OPERATING COST		(10.82)	(10.82)
LICENSE & FEES	1,900.00	-	180.00

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RAUL YZAGUIRRE SCHOOL FOR SUCCESS
 INCOME STATEMENT
 CURRENT TYD
 2 PERIOD (S) ENDING SEPTEMBER 30, 2000

APPLICATION

BOARD EXPENSE		-	-
DUES & SUBSCRIPTIONS		-	-
ADVERTISING	3,000.00	-	-
CONTINGENCY/RESERVE	43,075.00	-	-
MISC. OPERATING EXPENSE		619.67	619.45
PERSONAL PROPERTY TAX		-	-
TOTAL EXPENSES	3,699,603.00	233,568.42	452,970.77
GROSS PROFIT (LOSS)	-	28,747.32	44,547.33
OPERATING INCOME (LOSS)	-	28,747.32	44,547.33
OTHER INCOME			
INTEREST INCOME		5.05	8.96
TOTAL OTHER INCOME		5.05	8.96
OTHER EXPENSES			
INTEREST EXPENSE		1,217.90	1,587.45
DEPRECIATION EXPENSE		-	-
TAX PENALTIES		-	-
BANK CHARGES		627.69	627.69
TOTAL OTHER EXPENSES		1,845.59	2,215.14
NET INCOME (LOSS)		26,906.78	42,341.15

ATTACHMENT 14

**TEJANO CENTER
FOR COMMUNITY CONCERNS, INC.
RAUL YZAGUIRRE SCHOOL FOR SUCCESS
HOUSTON, TEXAS**

PROSPECTIVE FINANCIAL STATEMENTS

FOR THE YEARS ENDED
JULY 31, 2001 THROUGH JULY 31, 2005

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FINANCIAL STATEMENTS	
Forecasted Statements of Financial Position	2
Forecasted Statements of Activities	3
Forecasted Statements of Functional Expenses	4
Forecasted Statements of Cash Flows	5
Summary of Significant Forecast Assumptions and Accounting Policies	6

CERTIFIED PUBLIC ACCOUNTANTS

6750 W. LOOP SOUTH, SUITE 520

HOUSTON, TEXAS 77401

TEL: (713) 666-5900

FAX: (713) 666-1049

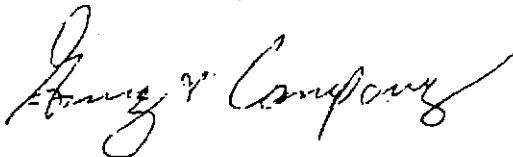
<http://www.gomezandco.com>INDEPENDENT ACCOUNTANT'S REPORT

To The Board of Directors of
Tejano Center for Community Concerns, Inc.
Raul Yzaguirre School for Success
Houston, Texas

We have compiled the accompanying forecasted statements of financial position of Tejano Center for Community Concerns, Inc. Raul Yzaguirre School for Success (TCCC, Inc.) as of July 31, 2001, 2002, 2003, 2004, 2005, and the related forecasted statements of activities, forecasted functional expenses, and forecasted cash flows for the years then ended, in accordance with standards established by the American Institute of Certified Public Accountants.

The accompanying forecasts and this report were prepared to assist management in obtaining financing and should not be used for any other purposes.

A compilation is limited to presenting in the form of a forecast, information that is the representation of management and does not include evaluation of the support for the assumptions underlying the forecast. We have not examined the forecast and, accordingly, do not express an opinion or any other form of assurance on the accompanying statements or assumptions. Furthermore, there will usually be differences between the forecasted and actual results because of events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.



September 15, 2000

**TEJANO CENTER FOR COMMUNITY CONCERNS, INC.
RAUL YZAGUIRRE SCHOOL FOR SUCCESS
FORECASTED STATEMENTS OF FINANCIAL POSITION
JULY 31, 2001 THROUGH JULY 31, 2005**

APPLICATION

	2001	2002	2003	2004	2005
ASSETS					
Assets:					
Cash	\$ 150,000	175,000	175,000	185,000	190,000
Debt service reserve fund-restricted	304,856	304,856	304,856	304,856	304,856
Grant receivable	300,000	315,000	350,000	400,000	400,000
Land and improvements	704,528	704,528	704,528	704,528	704,528
Buildings	2,750,741	2,750,741	2,750,741	2,750,741	2,750,741
Equipment and furniture	417,321	491,172	587,239	645,587	726,286
Accumulated depreciation	(293,084)	(383,685)	(476,984)	(573,102)	(672,104)
Total Assets	\$ 4,334,382	4,357,632	4,375,380	4,417,610	4,404,307
LIABILITIES AND NET ASSETS					
Liabilities:					
Accounts payable	\$ 46,635	45,671	40,978	48,582	39,708
Bond interest payable	153,837	70,309	68,509	66,609	64,509
Notes payable	139,895	51,083	40,965	32,238	23,278
Notes payable	0	0	0	0	0
Bonds payable	3,000,000	2,990,000	2,900,000	2,805,000	2,700,000
Total Liabilities	3,340,367	3,157,063	3,050,452	2,952,429	2,827,495
Net Assets:					
Unrestricted	689,159	895,713	1,020,072	1,160,325	1,271,956
Temporarily restricted	304,856	304,856	304,856	304,856	304,856
Total Net Assets	994,015	1,200,569	1,324,928	1,465,181	1,576,812
Total Liabilities and Net Assets	\$ 4,334,382	4,357,632	4,375,380	4,417,610	4,404,307

See the accompanying summary of significant forecast assumptions and accounting policies and independent accountant's report.

**TEJANO CENTER FOR COMMUNITY CONCERNS, INC.
RAUL YZAGUIRRE SCHOOL FOR SUCCESS
FORECASTED STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED
JULY 31, 2001 THROUGH JULY 31, 2005**

APPLICATION

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
SUPPORT AND REVENUE					
Support:					
Federal grants	\$ 423,469	436,173	444,897	458,243	471,991
State and local grants	4,179,281	4,304,659	4,390,753	4,522,475	4,612,925
Total Support	<u>4,602,750</u>	<u>4,740,833</u>	<u>4,835,649</u>	<u>4,980,719</u>	<u>5,084,915</u>
Revenue:					
Donations	28,000	28,840	29,705	30,598	31,514
Fundraisers	62,000	63,860	66,776	67,749	69,782
Interest income - restricted	5,928	15,242	15,242	15,242	15,242
Rent income-charter school	542,289	558,558	575,314	592,574	610,351
Total Revenue	<u>638,217</u>	<u>666,500</u>	<u>686,037</u>	<u>706,161</u>	<u>726,889</u>
Total Support and Revenue	<u>5,240,967</u>	<u>5,407,332</u>	<u>5,521,687</u>	<u>5,686,880</u>	<u>5,811,804</u>
EXPENSES					
Program services	<u>4,881,271</u>	<u>4,902,927</u>	<u>5,088,136</u>	<u>5,228,791</u>	<u>5,373,445</u>
Supporting Services:					
Management and general	258,841	260,039	269,866	277,331	285,009
Fundraising	36,711	37,813	39,325	40,505	41,720
Total Supporting Services	<u>295,552</u>	<u>297,852</u>	<u>309,191</u>	<u>317,836</u>	<u>326,729</u>
Total Expenses	<u>5,176,824</u>	<u>5,200,778</u>	<u>5,397,328</u>	<u>5,546,627</u>	<u>5,700,174</u>
Excess of support and revenue over expenses	64,143	206,554	124,359	140,253	111,631
Net Assets:					
Beginning of year	<u>929,872</u>	<u>994,015</u>	<u>1,200,569</u>	<u>1,324,928</u>	<u>1,485,181</u>
End of Year	\$ <u>994,015</u>	<u>1,200,569</u>	<u>1,324,928</u>	<u>1,485,181</u>	<u>1,576,812</u>

See the accompanying summary of significant forecast assumptions and accounting policies and independent accountant's report.

TEJANO CENTER FOR COMMUNITY CONCERNS, INC.
RAUL YZAGUIRRE SCHOOL FOR SUCCESS
FORECASTED STATEMENTS OF FUNCTIONAL EXPENSES
FOR THE YEARS ENDED
JULY 31, 2001 THROUGH JULY 31, 2005

APPLICATION

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
Salaries and Related Benefits:					
Salaries	\$ 2,925,278	3,013,036	3,133,558	3,227,565	3,324,391
Fringe benefits	246,295	253,684	263,831	271,746	279,898
Payroll taxes	98,397	101,349	105,403	108,566	111,822
Total Salaries and Related Benefits	3,269,970	3,368,070	3,502,792	3,607,876	3,716,112
Expenses:					
Food program	94,758	97,601	101,505	104,550	107,686
Insurance	44,453	45,787	47,818	49,047	50,518
Supplies	124,856	128,601	133,746	137,758	141,890
Travel	27,210	28,026	29,147	30,022	30,922
Telephone and utilities	146,399	150,791	156,823	161,527	166,373
Rent and lease expense	653,007	672,597	699,501	720,486	742,101
Repair and maintenance	87,165	89,780	93,371	96,172	99,057
Professional fees	138,014	142,154	147,841	152,276	156,844
Fundraising	36,711	37,813	39,325	40,505	41,720
Bond issuance costs	170,144	0	0	0	0
Interest-notes	11,891	4,342	3,482	2,740	1,979
Interest-bonds	153,837	210,256	209,124	203,624	197,724
Other	130,446	134,360	139,734	143,926	148,244
Total Expenses before Depreciation	5,088,862	5,110,177	5,304,009	5,450,509	5,601,172
Depreciation	87,962	90,601	93,319	96,118	99,002
Total Expenses	\$ 5,176,824	5,200,778	5,397,328	5,546,627	5,700,174

See the accompanying summary of significant forecast assumptions and accounting policies and independent accountant's report.

**TEJANO CENTER FOR COMMUNITY CONCERNS, INC.
RAUL YZAGUIRRE SCHOOL FOR SUCCESS
FORECASTED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED
JULY 31, 2001 THROUGH JULY 31, 2005**

APPLICATION

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
Cash Flows from Operating Activities:					
Excess of support and revenue over expenses	\$ 84,143	206,554	124,359	140,253	111,631
Non Cash:					
Depreciation	87,982	90,601	93,319	96,118	99,002
(Increase) Decrease					
Debt service reserve fund	(304,856)	0	0	0	0
Grants receivable	(211,219)	(15,000)	(35,000)	(50,000)	0
Increase (Decrease)					
Accounts payable	21,667	(964)	(4,693)	7,604	(8,874)
Bond interest payable	153,837	(83,528)	(1,800)	(1,900)	(2,100)
Net Cash Provided (Used) by Operating Activities	<u>(188,466)</u>	<u>197,663</u>	<u>176,185</u>	<u>192,075</u>	<u>199,659</u>
Cash Flows from Investing Activities:					
Purchase of property and equipment	<u>(571,700)</u>	<u>(73,851)</u>	<u>(76,067)</u>	<u>(78,348)</u>	<u>(80,699)</u>
Net Cash Used in Investing Activities	<u>(571,700)</u>	<u>(73,851)</u>	<u>(76,067)</u>	<u>(78,348)</u>	<u>(80,699)</u>
Cash Flows from Financing Activities:					
Proceeds from issuance of bonds	3,000,000	0	0	0	0
Payment of bond principle	0	(10,000)	(90,000)	(95,000)	(105,000)
Payments of long-term debt	<u>(2,163,769)</u>	<u>(88,812)</u>	<u>(10,118)</u>	<u>(8,727)</u>	<u>(8,960)</u>
Net Cash Provided (Used) by Financing Activities	<u>836,231</u>	<u>(98,812)</u>	<u>(100,118)</u>	<u>(103,727)</u>	<u>(113,960)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	76,065	25,000	0	10,000	5,000
Cash and Cash Equivalents:					
Beginning of year	<u>73,935</u>	<u>150,000</u>	<u>175,000</u>	<u>175,000</u>	<u>185,000</u>
End of year	<u>\$ 150,000</u>	<u>175,000</u>	<u>175,000</u>	<u>185,000</u>	<u>190,000</u>

See the accompanying summary of significant forecast assumptions and accounting policies and independent accountant's report.

TEJANO CENTER FOR COMMUNITY CONCERNS, INC.
RAUL YZAGUIRE SCHOOL FOR SUCCESS

SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS
AND ACCOUNTING POLICIES

A. Nature of Presentation:

The financial forecast presents to the best of management's knowledge and belief, the expected financial results of Tejano Center for Community Concerns, Inc. for the forecasted periods. Accordingly, the forecast reflects its judgement as of September 15, 2000, the date of this forecast, of the expected conditions and its expected course of action. The assumptions disclosed herein are those the management believes are significant to the forecast. There will usually be differences between forecasted and actual results because events and circumstances frequently do not occur as expected, and those differences may be material.

B. Organization:

Tejano Center for Community Concerns, Inc. (TCCC, Inc.) is a nonprofit corporation organized under the laws of the State of Texas. TCCC, Inc. was established in 1992 primarily for the delivery of educational, social services and housing and economic development initiative for low income children and families in the Houston area. TCCC, Inc. operates several different programs which provide social services such as child care, housing, shelter, and gang intervention to the Houston area. TCCC, Inc. also operates the Raul Yzaguirre School for Success (the School) which has an enrollment of up to 600 students from grade levels Pre-K to 12 and provides a creative and innovative education to children located primarily in east Houston, Texas. The school operates with an open-enrollment charter granted by the Texas State Board of Education for a five year term from September 1996 through August 2001.

C. Education Revenue Bonds:

TCCC, Inc. and the School have entered into preliminary negotiations with a lender to secure bond financing pursuant to Chapter 53 of Texas Education Code. \$3,000,000 of "Qualified Tax-Exempt" Education Revenue Bonds will be issued October 25, 2000. The proceeds of from the sale of the Bonds will be used as follows:

Refinance of existing loan on the 7.1 acre campus:	\$ 2,022,280
Renovations, site improvements and equipment	500,000
Debt service reserve fund	304,856
Bond issuance costs	170,144
Residual	2,720
Total proceeds from issuance of bonds	<u>\$ 3,000,000</u>

The bond obligation will be secured by pledging the money received from the State of Texas for the average daily attendance of the school which is approximately \$4,500 per student. The Trust Indenture will designate a flow of all State funds directly to the Trustee to first pay debt service on the Bonds. In additions, security on the bond obligation will also be provided from grants and donations from public and private companies and foundations, if any, and first security lien on the property and improvements.

Serial and/or term maturities. Level debt service structure maturing March 15, 2002 through 2020. Interest on the Bonds will be paid semiannually each March 15, and September 15 until maturity, commencing September 15, 2001. The Bonds are to issued in fully registered form in the denomination of \$100,000 or any integral multiple of \$5,000 in excess thereof of principal amount. The Bonds maturing on or March 15, 2010 will subject to optional redemption.

TEJANO CENTER FOR COMMUNITY CONCERNS, INC.
RAUL YZAGUIRE SCHOOL FOR SUCCESSSUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS
AND ACCOUNTING POLICIES

D. SUPPORT AND REVENUE:

State Tuition Funding:

The School's revenue assumptions are based on current levels of state funding and management's projections of future enrollments. The Schools current enrollment is approximately 600 students in grade levels Pre-K through 12. Management intends to increase enrollment by approximately 60 students for the 2000-01 school year so that the average daily attendance will meet the maximum as prescribed by the charter, 600. The amount of state tuition funding has been forecasted using current average per student funding allocation of \$4,500 and by maintaining an enrollment of 660 students through the forecasted period. In addition, the average daily attendance has been forecasted at 97% based on historical experience.

Child Protective Services Emergency Shelter Revenue:

TCCC, Inc.'s assumption for the revenue to be generated from the Child Protective Services Emergency Shelter is based on management's prior experience and anticipation of the shelter having 24 occupancies for 320 days annually at approximately \$107 per day.

Donations, grants, and other revenue:

TCCC, Inc.'s assumptions for grants is based on management's prior experience in obtaining grants from various sources and expected availability of funding in the future. It is further assumed that while grants received in the forecast periods may have restrictions imposed by the grantor, those restrictions will be satisfied within the fiscal year that contribution is recognized and therefore, no temporarily or permanently restricted net assets related to grants recognized in the forecast periods have been reflected in the accompanying forecasted statements of financial position.

TCCC Inc.' assumptions for donations, fund-raising and other revenue are based on management's prior experience in fund-raising activities and solicitation of donations.

Interest Income - Restricted

Interest income is based on a 5% estimate interest earned on the Debt Service Reserve Fund. It is designated as restricted because all interest earned is to be used to offset the debt service payment on the outstanding bond obligation.

E. Expenses:

TCCC, Inc.'s and the School's assumptions for salaries and related expenses are primarily based on the forecasted increases in the cost of operating the shelter and the increases in student enrollment and the corresponding increase in personnel requirements necessary to meet state guidelines. The direct costs and expenses of operations as well as overhead have been forecasted to increase approximately 3% to 4% over the forecasted period in relation to the increase in the activity of TCCC, Inc.'s and the School's operations. Interest expense is calculated on outstanding notes payable and bond payable obligations.

TEJANO CENTER FOR COMMUNITY CONCERNS, INC.
RAUL YZAGUIRE SCHOOL FOR SUCCESS

-SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS
AND ACCOUNTING POLICIES

F. Property and Equipment

The School will be using approximately \$500,000 of the proceeds from the bond issuance to renovate the existing facilities in the 2000-01 school year. This is based on management's projections of the additional facility needs and equipment required for the corresponding student enrollment and preliminary estimates of costs. (See Note C.).

TCCC, Inc.'s management has forecasted furniture and equipment purchases for the forecasted period as follows:

<u>Year Ended July 31,</u>	<u>Furniture & Equipment</u>	<u>Technology</u>	<u>Total</u>
2001	\$ 31,700	\$ 40,000	\$ 71,700
2002	32,651	41,200	73,851
2003	33,631	42,436	76,067
2004	34,639	43,709	78,348
<u>2005</u>	<u>35,679</u>	<u>45,020</u>	<u>80,699</u>
	\$ <u>168,300</u>	\$ <u>212,365</u>	\$ <u>380,665</u>

Property and equipment purchased by TCCC, Inc. and the School are recorded at cost. All purchases in excess of \$500 are capitalized. Depreciation is provided on the straight-line method based upon estimated useful lives of 5 years for equipment and 39 years for the Shelter and the School's buildings.

G. Debt Service Reserve Fund:

An amount of approximately \$304,856 will be withheld from the bond issuance proceeds to establish a debt service reserve fund as required by lender. The fund is established so that funds are available in the event TCCC, Inc. and the School are unable to meet the debt service payments when they become due. This fund and its earnings is restricted to the payment of debt service only. The fund will earn approximately 5% interest according to the lender.

ATTACHMENT 15

TEJANO CENTER FOR COMMUNITY CONCERNS

CHAPTER 1

ADMINISTRATIVE RESPONSIBILITIES AND POLICIES

- 1-1. General: TCCC funds are assets held by the non-profit organization, the source of which is separate and distinct government. These assets are generated by public and private sources and are used to support and maintain the programs of TCCC.
- 1-2. Management: The Board of Directors establishes and controls policies. The Board is responsible for the operational management of TCCC and executes this duty by establishing the position of Executive Director and by employing a professional manager to serve in this capacity. The Executive Director executes the objectives of the organization under the guidance and direction of the Board of Directors. The Accountant serves as an employee of TCCC to provide financial management and accounting compilation and compliance.
- 1-3. Board of Directors Responsibilities: The Board of Directors is elected by the existing Board of Directors (the initial Board in 1992 was comprised of the founding Directors). The Board of Directors will function with a President, Vice-President, Treasurer and Secretary. A Board Member serves as a Committee Chairman for any Board Committees. The Chairman of each Committee determines how often each Committee will meet. The President and the Treasurer will serve as check signers. The Board Secretary will handwrite the minutes and will utilize staff support in preparation of typed minutes by maintaining a copy of meeting notes and final approved minutes.
- 1-4. Accounting Department Responsibilities: The Accountant is the primary custodian of all fund accounting. The Accountant must have at least 12 hours of accounting or comparable professional working experience. The accountant is responsible for providing sound financial guidance and ensuring adequate accounting procedures and internal controls.

Specific responsibilities are as follows:

- 1.) Directs, implements, executes, and supervises the accounting, budgeting and financial programs, and is responsible for the propriety, adequacy and effectiveness of these systems.
- 2.) Provides professional and technical financial advice to the Executive Director. This includes financial condition, accounting principles, and other financial aspects for all activities.

- 3.) Reviews current accounting and budget analysis data and provides recommended actions to ensure the organization meets financial goals and objectives.
 - (a) Assists in developing realistic budgets and operational goals for all activities.
 - (b) Reviews and monitors financial performance.
 - (c) Analyzes ratios and trends.
 - (d) Interprets and implements financial assistance grant terms and conditions.
 - (e) Evaluates and coordinates all responses to audit reports.
 - 4.) Prepares and directs periodic professional studies of management procedures and internal controls on all activities.
 - 5.) Develops and assesses system requirements, procedures, and processes necessary to provide accurate and timely financial information.
 - 6.) Ensures separation of responsibility for the custody of assets from the accounting for such assets.
 - 7.) Reviews general ledger reconciliation procedures and ensures subsidiary records are in balance with general ledger control accounts at the end of each reporting period. Provides guidance and assistance on reconciliation when required.
 - 8.) Reviews all data included in proposals for financial assistance for accuracy.
- 1-5. Disposition of Records: The Executive Director and Project Coordinators establish and maintain files in accordance with the following guidelines:
- 1.) Information supporting financial assistance grants and contracts will be maintained in accordance with the terms and conditions of the grant instrument, or contractual agreement.
 - 2.) Information supporting contract or sub-contract arrangements will be maintained in accordance with specified contractual arrangements.
 - 3.) Copies of the following will be permanently maintained:
 - (a) Tax Returns on IRS Form 990
 - (b) Grant Awards and Contract Agreements

- 4.) Support for cash receipts and cash disbursements will be maintained for a period of seven years.
- 1-6. Forms: The Executive Director and Accountant will design forms appropriate for documentation of supporting information.
- 1-7. Document Flow and Control:
 - 1.) All Project Coordinators prepare and provide the Accountant with a listing of sources of revenues. These listings ensure transactions are provided for each source of revenue.
 - 2.) Using document numbers as a major tool of an internal control systems ensures that the Accountant receives and processes all accounting documents. Guidelines for numbering forms are found in the various sections of the Accounting Manual.
- 1-8. Audit of Records: All records are subject to audit in accordance with governmental auditing standards, the Single Audit Act and OMB Circular A-133. Further, all funding sources have the contractual right to audit TCCC accounting records. The Accountant will ensure auditors have access to documents and have the use of a reasonable amount of office equipment, such as desk space, adding machines, and reproduction machines as may be required for audit purposes.

TEJANO CENTER FOR COMMUNITY CONCERNS

CHAPTER 2

FINANCIAL MANAGEMENT

- 2-1 Purpose: The Accounting Department provides centralized professional accounting and financial management services to TCCC operating activities. The Accounting function will follow certain basic standards:
- 1.) Documentation. Document financial transactions clearly.
 - 2.) Record Transactions. Properly classify and record transactions.
 - 3.) Execution of Transactions. Ensure transactions are executed by persons acting within the scope of their delegated authority and that the authority is documented.
 - 4.) Segregation of Duties. Assign key duties such as authorizing, approving and recording transactions; issuing or receiving assets; vouchering and making payments; and auditing procedures to maintain the segregation of duties.
 - 5.) Supervision. Provide qualified and continuous supervision to assure that procedures are followed. Ensure areas of personal responsibility and accountability are clear.
 - 6.) Access to Resources. Limit access to resources to authorized personnel.
 - 7.) Delegation of Authority. When the Executive Director delegates authority, make periodic comparison of the transactions with the recorded accountability.
 - 8.) Competent Personnel. Ensure that key personnel have high standards of personal and professional integrity, are educated, trained or experienced to accomplish their assigned duties.
 - 9.) Reasonable Assurance. Ensure Accounting Department costs do not exceed the benefits derived by the activities serviced. Within this final parameter, the Accounting Department ensures that the objective of the fiscal systems is accomplished.
- 2-2. Accounting Relationship of Funds: Accounting will maintain the integrity of TCCC funds in the event that the funds of other organizations or activities are managed by the TCCC management team and accounting system.

- 2-3. Accounting Organization: The Accounting Department is organized to ensure compliance with the basic standards listed in Chapter 1 and to operate the accounting function as economically as possible while maintaining effective control. The function of the Accounting Department includes:
- 1.) Processing documentation received from operating activities serviced. Documentation is due into accounting the first work day after the transaction day.
 - 2.) Ensuring transactions are correctly classified.
 - 3.) Providing individual tax payments and reports to local, state and federal agencies. The organization qualifies as a tax-exempt organization under Section 501 (c)(3) of the Internal revenue Code and therefore has no provision for federal income taxes. In addition, the organization qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509 (a)(2).
 - 4.) Preparing financial statements, reports and schedules for management and outside agencies requiring reporting. Compliance with governmental regulations and reporting, including OMB-A-122 and OMB A-133.
 - 5.) Ensuring TCCC monitors and adheres to compliance supplements and general requirements for nonprofit organizations receiving federal financial assistance including the following:
 - o Political Activities
 - o Davis-Bacon Act
 - o Civil Rights and Affirmative Action
 - o Cash Management
 - o Relocation Assistance and Real Property Acquisition
 - o Federal Financial Reports
 - o Allowable Costs/Cost Principles
 - o Drug Free Workplace Act
 - o Administrative Requirements
 - 6.) Disbursing all funds for purchase of goods and services, contractual payments, and employee's salaries.
 - 7.) Monitoring delegation of functions.

2-4. External Organizational Relationships:

1). Operating Cost Centers: The Project Coordinators advise the accounting department of planned changes in cost center operations so that proper accountability can be maintained. The Project Coordinators use the knowledge and expertise in the accounting organization to solve financial problems and ensure integrity of operations. The Project Coordinators provide timely, accurate Accounting Data on a daily bases to the Accounting Department for processing into the accounting system.

TEJANO CENTER FOR COMMUNITY CONCERNS

CHAPTER 3

ACCOUNTING PROCEDURES

- 3-1. General: The objective of the accounting system is to provide useful, reliable and timely financial information. This information is used to control assets, to assist management in running their cost centers, and to aid the Executive Director and Board of Directors in performing their oversight responsibilities. Compliance with accounting policies, principles and standards is essential to ensure that the objective is met. Management at all levels ensures this compliance.
- 3-2. Accounting Systems: The accounting system is a commercial accounting system modified to meet the need of TCCC. The principles underlying this system have been formulated based on experience and the necessity within the non-profit fund accounting environment, and the need to conform to generally accepted accounting principles (GAAP).
- 3-3. Accounting Entity: Financial accounting results are summarized in terms of the funding sources providing financial support to TCCC. A funding source is the lowest level for which a complete system of accounts is established and maintained. Two-digit identity codes are assigned to all restricted funding sources. The code 00 represents all unrestricted funds.
- A separate two-digit identity code is assigned to all programs. These codes are used for accounting purposes and the term "program" should not be confused with the term "grant". An operational "program" may consist of one or more "grants" and other unrestricted funding sources.
- A separate four digit code is utilized to identify the functional account reference (such as rent, payroll, grant income, etc.).
- 3-4. Accounting Year: The accounting Fiscal year end shall be September 30, covering the period October 1 to September 30. For interim period reporting purposes, the fiscal year is segmented into twelve monthly accounting periods.
- 3-5. Accrual Basis: Accounting records are maintained on the accrual basis for all activities.
- 3-6. General Ledger: The general ledger is the core of the accounting systems and provides a detail of all accounting entries for the current period. A single general ledger will be maintained for all funds. A uniform general ledger chart of accounts is used to summarize business transactions. The system consists of control accounts for assets, liabilities, equity, income and expenses.

- 1). Standard four-digit general ledger account codes identify the various general ledger and balance sheet accounts.
 - 2). The system provides a separate printout of each costs center (by program and by grant) and consolidation of the cost centers (income and expense accounts combined).
- 3-7. Assets: Assets are economic resources obtained or controlled by TCCC as a result of past transactions or events. Although non-profit organizations are not required to report a classified financial statement (distinction of assets that will be converted to cash within one year versus those that will convert to cash in excess of one year), subsidiary records or working papers will be retained to identify the classification of assets for financial statement footnote purposes.
- 3-8. Liabilities: Liabilities are obligations to transfer assets, provide services, or otherwise expend assets to satisfy responsibilities resulting from past or current transactions. Although non-profit organizations are not required to report a classified financial statement (distinction of liabilities that will be converted to cash within one year versus those that will convert to cash in excess of one year), subsidiary records or working papers will be retained to identify the classification of liabilities for financial statement footnote purposes.
- 3-9. Fund Balances: In order to comply with restrictions which donors place on grants and other gifts, as well as, designations made by its governing board, the principles of fund accounting are used. Accordingly, all assets, liabilities, activities are stated on the accrual basis and are accounted for in the Operating, Restricted, and Capital and Fixed Asset Funds. Contributions are considered to be unrestricted funds unless restricted by the donor. All funds over which the Board of Trustees has discretionary control have been included in the operating fund.
- o Operating Funds represent resources over which the Board has discretionary control and are used to carry out operations of the organization in accordance with the By-Laws.
 - o Restricted Funds represent resources currently available for use, but expendable only for those operating purposes specified by the donor. Resources of this Fund originate from gifts, grants, bequests, contracts, emergency appeals and investment income earned on certain restricted endowment funds.
 - o Capital and Fixed Asset Funds are designed to account for funds restricted for fixed asset acquisitions and funds expended for fixed assets. Fixed asset acquisitions are financed through current operations.

3-10 Inventories:

1.) Resale: Goods held for sale in the normal course of a business are designated as resale inventory items. A value is assigned to these goods to determine profit for the accounting period as shown on the income statement, and to properly report assets on the balance sheet. Such inventory is stated at the lower of cost, or market, using the average cost method of valuation. Inventory received from contributions is stated at the appraised value at the time of receipt and is reported as contribution revenue.

2.) Perishable items such as food purchased or donated for distribution to clients will be expensed as received and charged to the appropriate general ledger account and program. No inventory value is placed on these items as estimated values are not easily obtainable and the cost of maintaining inventory counts and costing is not considered cost beneficial. If at any time food items are considered significant to the financial statements, methods will be used to determine a value for footnote disclosure purposes.

- 3-11. Imprest and Change Funds: Imprest and Change funds are funds established for a designated purpose with special controls and limitations. The Board of Directors approves the establishment of Imprest and Change Funds.
- 3-12. Income: Record income to the benefiting cost center when earned and identifiable. Income collected before the accounting period in which it is earned is recorded as a liability. The liability is transferred to income in the period in which it is earned.
- 3-13. Expense: Record expenses when incurred. Record expenses to the cost center incurring the expense, if practical and identifiable. Certain expenses are charged to each program based on direct expenditures incurred. Any expenditures not directly chargeable are allocated to a program based on related salary expenses or other applicable ratios.
- 3-14. Loans: Record loans from outside sources on the proper funds balance sheet. Loans relating to Fixed Asset purchases should be recorded to the Capital Asset Fund. In most other cases, working capital loans will be charged against the Unrestricted Operating Account. Inter-fund loans should be recorded as an inter-fund receivable "Due to xxxx Fund" and an inter-fund payable "Due from xxxx Fund". Certain loans of restricted funds may be prohibited by the granting institution.
- 3-15. Grants: Record grants on the recipient's books as either a deferred revenue/advance or as billed in accordance with the grant agreement into recognized income. All grant billings should be in compliance with covenants of the grant document. If billings are for costs incurred, the books of accounts should reflect costs allocated to the grant in the amount of the billing. If grant billings/receipts exceed expenses recognized on the books, deferred revenue should reflect this difference as a liability.

- 3-16. **Extraordinary Items:** Extraordinary events and transactions are distinguished by their infrequency and unusual nature and are segregated from the results of ordinary operations. A footnote is attached to the financial statements explaining the cause of the transaction and the effect it has on current operations.
- 3-17. **Contingencies:** Contingencies are existing conditions, situations, or circumstances involving uncertainty as to possible gain or loss that will ultimately be resolved when one or more future events occur or fail to occur. Accrue loss contingencies where the outcome is probable and the amount is reasonably estimable, however, do not record gain contingencies. When a contingency is identified, attach a footnote to the financial statements explaining the contingency and the potential for gain or loss.
- 3-18. **Subsidiary Records:** It is not practicable to have a general ledger account for each asset and liability that TCCC has. Therefore, set general ledger control accounts to summarize areas such as receivables, fixed assets, prepaids, payable, and accruals. Reconcile all subsidiaries to the general ledger control asset and liability accounts before completing the financial statement.
- 3-19. **Budgets:** Budgets are the cornerstone of sound financial management. Manager prepare annual operating and capital requirement budgets.
- 3-20. **Transfers Between Funds:** Certain transfers between funds are allowable. All fixed asset purchases funded from unrestricted or restricted funds will be reported as a transfer to the capital and fixed asset funds.

TEJANO CENTER FOR COMMUNITY CONCERNS
CHAPTER 4
BUDGETING AND EXPENDITURE CONTROLS

- 4-1. **General:** This chapter contains policies and procedures for budgeting and expenditure control functions of TCCC. Prior to the writing of this accounting manual, no formalized overall budgets were prepared for the organization. Only budgets identified within grant agreements were adhered to. A formalized budgeting process will be put into place for the year ending September 30, 1996. The target date for completion of the initial budget is December 30, 1995. The Executive Director with assistance from the Accountant, will present an overall budget to the Board of Directors for approval.
- 4-2. **Financial Goals and Objectives:** Managers should plan to complete their objectives within the confines of fiscally sound resource management. Managers, with guidance from the Accountant must establish financial goals and budgets to meet the goals and objectives established by the Board of Directors. Factors to be considered in establishing a budget include the following:
- 1.) Annual and seasonal cash operating needs.
 - 2.) Desire for new or revised programs.
 - 3.) Loan payments due during the period.
 - 4.) Desired construction and facility alterations.
 - 5.) Need for new equipment or repair of existing equipment.
 - 6.) Financial Goals
- 4-3. **Budget Preparation:** The budget year is from October 1 to September 30. The preparation, review and approval process for the budgets will begin early enough in the current fiscal year to be completed before the start of the new year. Although budget preparation is an annual requirement, it is recommended that, as a minimum, consolidated projections be updated each quarter to maintain four quarters of budget data at all times. This will provide more accurate cash flow projections and trend analysis as the end of the year is approached.
- 4-4. **Budget Supporting Documentation:** Budget supporting documentation should be retained. This documentation aids in variance analysis. At a minimum, the budget supporting documentation should contain justification for significant changes in income or expense categories over the prior Fiscal Year, an explanation for seasonal variances, payroll computation, and explanation for any diversions from standards or goals.
- 4-5. **Variable Budgeting:** Program Coordinators shall consider variable budgeting as an optional way of developing more meaningful budgets. A variable budget is a series of income and expenses budgets for different levels of operating revenue. Variable budgeting uses fixed costs, variable costs, and a contribution margin to show the effect of differing revenue volumes on excess revenues over expenses. If you are not reaching your net earning objective, a variable budget will show the revenue needed to reach this objective.

**TEJANO CENTER FOR COMMUNITY CONCERNS
CHAPTER 5
COMMERCIAL CREDIT**

- 5-1. Authority: The Board of Directors has the authority to establish credit arrangement with outside third parties.
- 5-2. Procedure: The following procedures should be utilized for TCCC to establish commercial credit loans with outside third parties.
 - 1). Determine the amount of loan needed and the period of time for the cash shortfall.
 - 2). Any contractual arrangement will be reviewed by TCCC legal counsel.
 - 3). The Board of Directors approves the document and the Executive Director executes the loan documents.

- 4.) The signed check(s) will be prepared for mailing by the Administrative Clerk. Some checks are hand delivered.
- 5.) The supporting documentation will be returned to the Accountant for filing.
- 6.) One copy of the check(s) will be maintained in a numeric file by check number.
- 7.) One copy of the check(s) will be filed with the supporting documentation in alphabetic file by vendor.

**TEJANO CENTER FOR COMMUNITY CONCERNS
CHAPTER 6
PAYROLL**

- 6-1. **General:** TCCC provides services to the community through employees, contractors, and volunteers services. The Board of Directors is comprised of volunteers. Employee positions include: Executive Director, Deputy Director, Administrative Assistant, Accountant, Administrative Clerk, Project Coordinators, and Project Coordinators' staff.
- 6-2. **Circular E:** Instructions for taxes and withholding amounts are found in the edition of IRS Circular E. The Accounting Department is responsible for ordering and maintaining a current Circular E on file, to ensure proper administration of the payroll.
- 6-3. **Payroll Checks:** Distribute paychecks within 5 workdays after the end of the pay period. Paychecks are dated the Friday following the pay period, unless such a falls on a holiday.
- 6-4. **Manual Pay Preparation:** Unforeseen circumstances may cause the writing of the manual general check. A valid reason must be presented and approved by the Executive Director before writing a manual check.
- 6-5. **Loans to Employees:** Loans to employees may be made at the discretion of the Executive Director. However, such loans are limited to the amount of accrued pay.
- 6-6. **Unclaimed Payroll Checks:** Management should make every attempt to ensure employees receive their payroll checks. Immediately following payday, any unclaimed check will be to the employee, unless the employee has made arrangements to have the check held at his or her work place, or in the Accounting Office: checks that have been mailed and returned undeliverable will be held by the Accounting Department.
- 6-7. **Unemployment Compensation:** Employers in the State of Texas are subject to unemployment compensation laws. Unemployment taxes will be paid to the State on a quarterly basis.
- 6-8. **Withholding Income Taxes:** The Internal Revenue Code requires the employer to withhold federal income taxes. Such payments should be made using federal depository forms to TCCC's banking institution.
- 6-9. **Maintenance of Personnel Files:** The Executive Director should maintain documentation relating to the hiring and the credentials of all employees (resume, transcripts, interview documentation, etc.). The Accounting Department should maintain a personnel file on each employee documenting approved pay rate, effective dates of pay changes, Form W-4, and I-9.

TEJANO CENTER FOR COMMUNITY CONCERNS
CHAPTER 7
PROPERTY

- 7-1. General: Maintenance of fixed assets is the responsibility of the Accounting Department. Acquisitions, payments, and preparation of inventories are the responsibility of the Accounting Department personnel, as are transfers and deletions. Property records are maintained on all fixed assets.
- 7-2. Acquisition of Assets: Assets are acquired by several methods: Purchases, donations, and inter-fund transfers.
- 1). Purchases. When fixed assets are capitalized, include all related expenses, such as freight and installation charges. The cost and estimated useful life of furniture, equipment, and property determines whether and item is recorded as an asset expense or pre-paid expense. Fixed assets received, or paid for, but not placed into service may be recorded as construction-in progress pending initial use of the item.
 - 2). Donated materials and equipment are reflected as contributions at their estimated values at date of receipt.
 - 3). All assets over \$500.00 are to capitalized pursuant to subsection 7-4 of this manual.
- 7-3. Capital Leases: A lease is either a capital lease or an operating lease.
- 1). A capital lease is based on the concept that a lease transfer substantially all of the benefits and risks of ownership to the lessee. The lease is recorded as an asset by the lessee, is amortized in a manner similar to a depreciating asset, but the period of amortization may vary. A capital lease is amortized over the life of the asset if:
 - (a) The lease transfers ownership to the lessee at the end of the lease term, or
 - (b) The lease contains a purchase option. A purchase option is a provision in the Agreement, allowing the lessee to purchase the leased property at the end of the lease for a price that is pre-determined.
 - 2). An operating lease is one that does not meet the criteria of a capital lease as listed above. Record the cost of an operating lease as rental expense using the appropriate cost center when payment is made. Make payment according to the rental agreement.

- 7-4. **Fixed Asset Accounting:** Depreciation of fixed assets will be recorded in the Fixed Asset and Capital Fund. Depreciation accounting distributes the cost, or other basic value, of tangible capital assets in a systematic and rational manner. Accounting for depreciation as an expense is an integral part of the accrual basis of accounting. Accordingly, all capitalized assets paid for are depreciated over the expected useful life of the asset.

Depreciation will be computed on the straight-line basis beginning the first month after receipt and continuing through the month of disposal or month of 100 percent depreciation, unless a salvage value is established.

**TEJANO CENTER FOR COMMUNITY CONCERNS
CHAPTER 8
REVENUE PROCESSING AND ACCOUNTS RECEIVABLE**

8-1. General: The processing of cash receipts is as follows:

- 1.) All mail, including mail receipts, are received and sorted by the Administrative Clerk.
- 2.) Checks are given to the Executive Director or the Deputy Director
- 3.) The Administrative Clerk photocopies the check(s) and prepares the deposit slip and takes the deposit to the bank.
- 4.) A copy of the deposit slip is given to the Accountant.
- 5.) The Accountant posts all cash receipt transactions to the general ledger and subsidiary accounts on a periodic basis.

8-2. Accounting for Grants:

- 1.) Income recognition: Pledges for contributions are recorded as funds are received. Receivables for services rendered under the organization's various program grants are recorded when billed to the appropriate grantor agencies. Receipts from restricted fund sources are recorded as deferred revenues until expenses relating to the contributor restrictions are incurred. Revenues from the sale of various supplies are recognized when the sale occurs.
- 2.) Deferred revenues: Receipts from restricted fund sources are recorded as deferred revenues until expenses relating to the contributor restriction are incurred.
- 3.) Accounting for advances: Grant funding received in advance will be recorded into a deferred revenue liability account. As costs are incurred and billings made to grantors, payments received often deduct a portion of the advance payment. In this instance, the amount in the advance account should be reduced and revenues recognized to the extent of the billing.
- 4.) Billing Process: Billings for grant shall be made in accordance with the grant document specifications. Supporting documentation for grant compliance will be maintained by the Program Coordinator and necessary information for inclusion in the billing should be made available to the Accountant. The Accountant will accumulate the cost data allocated to the grant for the accounting period and prepared the billing in accordance with the grant contract.
- 5.) Grants Receivable Aging and Reporting: A subsidiary ledger summarizing the activity of each grant will be maintained to included the date and amount of advances received, billing to the grantor, cash receipts, and adjustments to billed amounts. An aging of open balances should be maintained and reconciled on a regular basis.

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- 1.) All mail, including mail receipts, are received and sorted by the Administrative Clerk.
- 2.) Checks are given to the Executive Director or the Deputy Director
- 3.) The Administrative Clerk photocopies the check(s) and prepares the deposit slip and takes the deposit to the bank.
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6.) Allowance for Doubtful Accounts: The Accountant should monitor open accounts receivable and consider the collectibility of each account. Delinquent accounts should be brought to the attention of the Executive Director and the Board of Directors. As collectibility becomes doubtful, a judgment should be made as to whether the amount will be collected at all. Until a decision is made to write off an account, an accounting entry may be made to provide for an allowance for doubtful accounts.

8-3. Accounting for Contributions

1.) Fund-raising Events: Revenues from fund-raising (special) events are reported net of the direct out-of-pocket costs to the patron or benefactor.

2.) Contributions: Contributions received as general support from individuals, businesses, or organizations will be recorded as revenue during the period received. Remittance advice will be retained or copies of checks retained. Upon request and for contributions of 250 or more, the Administrative Assistant will mail correspondence acknowledging the gift.

3.) Pledges: Pledges for contributions are recorded as funds are received. However, pledges specified for use in a specified future period will be recognized in income only during the period identified by the donor.

8-4. Accounting for In-Kind Contributions

1.) Volunteer Services: A substantial number of unpaid volunteers make significant contributions of their time to develop TCCC programs, principally in educational programs and funds-raising campaigns. The value of the contributed time is not reflected in objective measurement or valuation.

2.) Donated Business Services: To the extent that business services contributed to TCCC are objective measurable and represented program or support expenditures which would otherwise be incurred by TCCC personnel, they are reflected in both public support and program expense in the financial statements. Donated services are entered into the accounting system monthly as incurred, to include documentation of the date received, condition, the approximate value and the basis for the value.

3.) Donated Equipment: Donated equipment is reflected as contributions at their estimated values at date of receipt. No amounts are recorded in the general purpose financial statements for contributed items for which the value cannot be clearly determined, such as food, used clothing and used equipment. Donated equipment is entered into the accounting system as received, condition, the approximate value and the basis for the value.

**TEJANO CENTER FOR COMMUNITY CONCERNS
CHAPTER 9
PURCHASE AND CONTROL OF MERCHANDISE**

- 9-1. **General:** The Executive Director ensures that a separation of duties is maintained between contracting and payment of accounts payable. Certain procedures and documentation are required to ensure adequate control is maintained over merchandise and the movement of such goods from one location to another.
- 9-2. **Purchase Authorization:** The Executive Director is responsible for purchase authorizations, including budgeted items.
- 9-3. **Competitive Bids:** TCCC follows all federal guideline restrictions relating to competitive bids as required by grant contracts.
- 9-4. **Receiving Documentation:** The Accountant is responsible for preparing purchase order documents approved by Project Coordinators and/or the Executive Director. The Project Coordinator receives the goods and checks for damage and quality control. No receiving notice is necessary, but approval of inspection is required on the invoice or vendor shipping document before payment will be processed.
- 9-5. **Safeguarding of Goods:** The Administrative Clerks maintain a log of assets and certain supplies on hand and is responsible for safeguarding the goods.

TEJANO CENTER FOR COMMUNITY CONCERNS
CHAPTER 10
ACCOUNTS PAYABLE PROCESSING

- 10-1. Establishment of Accounts Payable: The amounts recorded as accounts payable reflect transactions for which goods or services have been received and payment is required.
- 10-2. Documents and Entries: Orders or agreements must be in writing and supported by a receiving notation or proof of shipment before an obligation may be recorded. Types of entries and documents used for recording obligations are:
- 1.) Payable Suspense File: Establish a suspense file for all payables. The file should be set up in a manner to ensure timely payment and facilitate reconciliation. The documents in this file make up the subsidiary record of the general ledger control account. The total should balance to the automated accounts payable subsidiary and the general ledger control account.
 - 2.) Proof of Receipt: Before payment can be made, a properly prepared invoice, purchase order (if used), and a proof of receipt should be matched.
 - 3.) Vendor Invoices: The invoice serves as part of the documentation required for payment. Include the vendor invoice with the check to the vendor.
 - (a) If a vendor had been overpaid, make an adjustment on the next payment to the vendor. Take credit for the overpayment and reference it to the vendor's invoice number.
 - (b) Do not delay payment of bills because of minor errors. When an invoice containing minor errors is received, make one of the following adjustments:
 - When the price stated on the invoice is higher than the price stated in the PO, pay the price stated on the PO for the quantity actually received, and advise the vendor accordingly.
 - When the price stated on the invoice is less than the price stated on the PO, pay the invoice price for the quantity received.
- 10-3. Preparing Accounts Payable for Payment:
- 1.) Combine the invoice, the purchase order and the proof of delivery.
 - 2.) The Accountant prepares the check(s) in triplicate.
 - 3.) The Accountant presents the check(s) and the supporting documentation to the Executive Director for signatures.

TEJANO CENTER FOR COMMUNITY CONCERNS
CHAPTER 11
BANKING PROGRAM

- 11-1. General: TCCC will establish bank accounts in accordance with requirements of Grantor agreements.
- 11-2. Authorization of Accounts: The opening and closing of all bank accounts must be approved by the Board of Directors.
- 11-3. Saving/Investment Accounts: The opening and closing of all saving and investment accounts must be approved by the Board of Directors. Transfers of funds from checking to saving accounts may be at the direction of the Executive Directors.
- 11-4 Reconciliation Procedures: Reconciliations will be performed promptly after receipt of bank statement as outline below:
- (1) Bank statement are received by the Administrative Clerk and given to the Accountant.
 - (2) The Accountant returns the bank statement and summary of the general ledger cash transactions to the Administrative Clerk for reconciling.
 - (3) / The Administrative Clerk reconciles the bank statement (see Forms in use Attachment 3 and 4). The preparer of the reconciliation form.
 - (4) Reconciling items are discussed with the Accountant and proper journal entries prepared for differences.
 - (5) The Accountant reviews the reconciliation and initials and signs the reconciliation form as a reviewer.

TEJANO CENTER FOR COMMUNITY CONCERNS
CHAPTER 12
PREPARATION OF FINANCIAL STATEMENTS AND REPORTS

- 12-1 **General:** TCCC is required to prepare financial statements and various other reports including the following:
- o Annual financial statements, which audit attestation by independent Certified Public Accountants
 - o Federal Income Tax Return on Form 990
 - o Payroll tax returns (Federal Payroll, State Unemployment Taxes, IRS Form 1096, Form W-2 and Form 1099)
 - o Program Reports to Grantor Funding Sources
 - o Periodic billing to Grantor Funding Sources
 - o Management reports for the Executive Director
 - o Management reports for the Board of Directors
 - o Proposals requesting financial assistance from federal, state, county, city and private funding sources.
- 12-2 **Subsidiary Records:** Subsidiary records should be maintained to provide the documentation for all reports generated by TCCC.
- 12-3 **Interim Period Financial Statements:** Interim financial statements should be prepared at least quarterly, including a reconciliation of deferred revenue accounts and a separation of unrestricted, restricted and capital asset fund balances.
- 12-4 **Year-End Close Out:** The year end close out consist of a close out of the 12th period and a subsequent close out of period 13 to include auditors adjusting journal entries, if any.
- 12-5 **Presentation of Financial Data to Board of Directors:** The Board of Directors report will be prepared to include a summary of operational statistics provided by Program Coordinators and financial summary data relating to cash receipts and cash disbursements.
- 12-6 **Financial Statement Analysis:** The Accountant will spend time analysis the financial results and will include significant information in both a written and verbal report to the Executive Director and if so requested to the Board of Directors.
- 12-7 **Annual Audit:** An annual audit will be conducted for the year end September 30. This audit will be conducted in accordance with governmental auditing standards, the Single Audit Act and in accordance with OMB Circular A-133.

Financial statement presentation follows the recommendations of the American Institute of Certified Public Accountants in its Industry Audit Guide, Audit of Voluntary Health and Welfare Associations.

ATTACHMENT 16

TEJANO CENTER FOR COMMUNITY CONCERNS, INC.

FINANCIAL STATEMENTS

TWELVE MONTHS ENDED JULY 31, 1999

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TEJANO CENTER FOR COMMUNITY CONCERNS, INC.

STATEMENT OF FINANCIAL POSITION

JULY 31, 1999

ASSETS

Assets:

Cash	\$ 15,285
Grants receivable	139,252
Land and improvements	720,915
Building	2,240,742
Equipment and furniture	255,951
Accumulated depreciation	<u>(119,735)</u>

Total Assets \$ 3,252,410

LIABILITIES AND
NET ASSETS

Liabilities:

Accounts payable	\$ 114,394
Payroll taxes payable	59,281
Capital lease obligation	61,240
Notes payable	<u>2,365,010</u>
Total Liabilities	<u>2,599,925</u>

Net Assets:

Unrestricted	616,605
Temporarily restricted	<u>35,880</u>
Total Net Assets	<u>652,485</u>

Total Liabilities and Net Assets \$ 3,252,410

See accompanying notes to financial statements.

TEJANO CENTER FOR COMMUNITY CONCERNS, INC.

STATEMENT OF ACTIVITIES

FOR THE TWELVE MONTHS ENDED JULY 31, 1999

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
SUPPORT AND REVENUE			
Federal grants	\$ 369,019	\$	\$ 369,019
State and local grants	1,505,614	35,880	1,541,494
Rent income - charter school	292,400		292,400
Donations	467,598		467,598
Fundraisers	38,073		38,073
Net assets released from restrictions	141,791	(141,791)	-0-
Total Support and Revenue	<u>2,814,495</u>	<u>(105,911)</u>	<u>2,708,584</u>
EXPENSES			
Program services:			
Foster care	287,066		287,066
Housing	285,131		285,131
Child care council	36,162		36,162
Gang intervention	12,539		12,539
Americorp	81,447		81,447
Child shelter	136,598		136,598
Charter school	1,826,715		1,826,715
Management and general	125,030	-0-	125,030
Total Expenses	<u>2,790,688</u>	<u>-0-</u>	<u>2,790,688</u>
Increase in net assets	23,807	(105,911)	(82,104)
Net assets, beginning of year	<u>592,798</u>	<u>141,791</u>	<u>734,589</u>
Net assets, end of year	\$ <u>616,605</u>	\$ <u>35,880</u>	\$ <u>652,485</u>

See accompanying notes to financial statements.

TEJANO CENTER FOR COMMUNITY CONCERNS, INC.

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE TWELVE MONTHS ENDED JULY 31, 1999

	FOSTER CARE	HOUSING	CHILD CARE COUNCIL	Program Services GANG INTERVENTION	AMERICORP	CHILD SHELTER	CHARTER SCHOOL	Supporting Services M & G	Total All Funds	TOTAL PROGRAM EXPENSE
Salaries	\$ 24,996	\$ 36,773	\$ 27,634	\$ 11,615	\$ 64,916	\$ 74,205	\$ 958,574	\$ 23,920	\$ 1,222,633	1,198,713
Fringe Benefits	371	2,818		34	6,788	3,881	63,541	3,591	81,024	77,433
Payroll Taxes	1,813	2,676	1,829	888	5,404	6,193	25,993	10,411	55,207	44,796
TOTAL SALARIES AND RELATED BENEFITS	27,180	42,267	29,463	12,537	77,108	84,279	1,048,108	37,922	1,358,864	1,320,942
Food Program						3,501			3,501	3,501
Insurance							3,492	24,216	27,708	3,492
Supplies	525	12,270	1,250		359	5,235	177,519	1,537	198,695	197,158
Travel	3,458	278	340		936	1,744	6,849	203	13,808	13,605
Telephone	999	518				2,329	13,039	4,908	21,793	16,885
Leases		454				2,377	41,800	6,351	50,982	44,631
Rent expense-charter school							292,400		292,400	292,400
Repair and Maintenance		16,420					6,503	871	25,018	24,147
Professional Fees	647	3,300	5,109		2,970	1,309	73,563	2,598	89,496	86,898
Fundraisers								15,480	15,480	0
Interest		97,193				846	13,466	26,856	138,361	111,505
Other	254,257	76,875		2	74	33,754	106,705		471,667	471,667
Inkind Services									0	0
TOTAL EXPENSES BEFORE DEPRECIATION	287,066	249,575	36,162	12,539	81,447	136,598	1,783,444	120,942	2,707,773	2,586,831
Depreciation		35,556					43,271	4,088	82,915	73,827
TOTAL EXPENSES	\$ 287,066	\$ 285,131	\$ 36,162	\$ 12,539	\$ 81,447	\$ 136,598	\$ 1,826,715	\$ 125,030	\$ 2,790,688	2,666,658

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See accompanying notes to financial statements.

TEJANO CENTER FOR COMMUNITY CONCERNS, INC.

STATEMENT OF CASH FLOWS

FOR THE TWELVE MONTHS ENDED JULY 31, 1999

CASH FLOWS FROM OPERATING ACTIVITIES:	
Decrease in net assets	\$ (82,104)
Adjustments to reconcile increase in net assets to net cash provided by operating activities:	
Depreciation	82,915
Decrease in grants receivable	16,260
Decrease in accounts payable	(38,367)
Increase in accrued liabilities	55,196
Increase in payroll taxes payable	<u>54,053</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	87,953
CASH FLOWS FROM INVESTING ACTIVITIES:	
Purchase of land, building and equipment	(2,292,372)
Retirement of equipment	<u>2,378</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(2,289,994)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:	
Net increase in capital lease obligation	61,240
Net increase in notes payable	<u>2,113,271</u>
NET CASH PROVIDED BY FINANCING ACTIVITIES	<u>2,174,511</u>
NET DECREASE IN CASH	(27,530)
CASH, BEGINNING OF YEAR	<u>42,815</u>
CASH, END OF YEAR	\$ <u><u>15,285</u></u>
SUPPLEMENTAL DISCLOSURES:	
Interest Paid	\$ <u><u>138,361</u></u>

See accompanying notes to financial statements.

TEJANO CENTER FOR COMMUNITY CONCERNS, INC.

NOTES TO FINANCIAL STATEMENTS

JULY 31, 1999

A Organization:

Tejano Center for Community Concerns, Inc. (TCCC, Inc.) is a nonprofit corporation organized under the laws of the State of Texas. TCCC, Inc. was established in 1992 primarily for the delivery of educational, social services and housing and economic development initiative for low income children and families in the Houston area.

TCCC, Inc. operated several different programs during the period ended July 31, 1999 as follows:

Foster Care

The purpose of this program is to provide for the placement of abused/neglected and homeless children in culturally and language appropriate foster homes. The program is licensed by the State Department of Protective and Regulatory Services.

Staff Training and Affordable Housing Capacity Building Program

The purpose of this program is to expand TCCC, Inc.'s capacity to develop affordable housing projects within the city of Houston and to stimulate the revitalization of inner-city neighborhoods through the development of affordable housing.

Child Care Council

The Child Care Council is the primary sponsor of the Charter School Extended Day Program which focuses on leadership and character development of all students.

Gang Intervention

The purpose and goal of this program is to reduce gang activity and violence through increased support of agencies involved in gang prevention, intervention and suppression for children and youth of low and moderate income families within the city of Houston.

Americorp

The Americorp program "Proyecto Educar" is a 10 member volunteer effort at improving educational opportunities for low income youth.

Children 's Shelter

The Children's Shelter is a 24 hour emergency residential facility with a 24 bed capacity. Service recipients are children and youth ages zero through seventeen, male or female. The facility was designed specifically to meet the needs of Hispanic children.

Raul Yzaguirre Charter School

The Raul Yzaguirre School for Success, was created to bring creative and innovative education for Houston children primarily from the east end. The school is an open enrollment charter with TCCC, Inc. as the Local Education Agency.

TEJANO CENTER FOR COMMUNITY CONCERNS, INC.

NOTES TO FINANCIAL STATEMENTS

JULY 31, 1999

B. Summary of Significant Accounting Policies:

SUPPORT AND REVENUE:

Support and revenue are recorded based on the accrual method.

CASH DONATIONS AND DONATED SERVICES:

Cash donations are considered to be available for unrestricted use unless specifically restricted by the donor. No amounts have been reflected in the financial statements for donated services since no objective basis is available to measure the value of such donations. Nevertheless a substantial number of volunteers have donated their time in connection with the program service and administration of the Organization.

CONTRIBUTIONS:

In accordance with Statement of Financial Accounting Standards (SFAS) No. 116, "Accounting for Contributions Received and Contributions Made," contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions.

PROPERTY AND EQUIPMENT:

Property and equipment purchased by TCCC, Inc. are recorded at cost. Donations of property and equipment are recorded at their fair value at the date of the gift. All purchases and donations in excess of \$500 are capitalized. Depreciation is provided on the straight-line method based upon estimated useful lives of five years for equipment. Gains or losses on retired or sale of property and equipment are reflected in income for the period. The proceeds from such sales which are not legally required or expected to be reinvested in property and equipment, are transferred to unrestricted net assets.

PLEDGES AND ACCOUNTS RECEIVABLE:

Contributions are recognized when the donor makes a promise to give to TCCC, Inc., that is in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

No provision has been made for uncollectible promises to give and accounts receivable as of the statement of financial position date, given that none have been identified.

TEJANO CENTER FOR COMMUNITY CONCERNS, INC.

NOTES TO FINANCIAL STATEMENTS

JULY 31, 1999

B. Summary of Significant Accounting Policies: (Continued)

FUNCTIONAL EXPENSES:

Expenses are charged to each program based on direct expenditures incurred. Functional expenses which cannot readily be related to a specific program are charged to the various programs based upon hours worked, square footage, number of program staff, or other reasonable methods for allocating the Organization's multiple function expenditures.

INCOME TAXES:

TCCC, Inc. qualifies as a tax-exempt organization under section 501 (c)(3) of the Internal Revenue Code and, therefore, has no provision for income taxes.

CASH AND CASH EQUIVALENTS:

TCCC, Inc., considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. Cash is held in demand accounts at a bank.

ESTIMATES:

The preparation of financial statements in conformity with generally accepted accounting principles requires TCCC, Inc.'s management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

C. Pension Plan:

TCCC, Inc.'s Raul Yzaguirre School for Success contributes to the Teacher Retirement System of Texas (TRST), a public employee retirement system. TRST provides service retirement and disability retirement benefits, and death benefits to plan members and beneficiaries. TRST operates under the authority of provisions contained primarily in Texas Government code, Title 8, Public Retirement Systems, Subtitle C, Teacher Retirement System of Texas, which is subject to amendment by the Texas Legislature.

Under provisions in State law, plan members are required to contribute 6.4% of their annual salary and the State of Texas contributes an amount equal to 6% of the covered payroll.

D. Budget:

The official school budget is prepared for adoption for required Governmental Fund Types. The annual budget is adopted on a basis consistent with generally accepted accounting principles and is formally adopted by the Board of Directors.

TEJANO CENTER FOR COMMUNITY CONCERNS, INC.

NOTES TO FINANCIAL STATEMENTS

JULY 31, 1999

E. Temporarily Restricted Net Assets:

Temporarily restricted net assets at July 31, 1999, are available for the following purposes or periods:

Periods after July 31, 1999	\$ <u>35,880</u>
Total temporarily restricted net assets	\$ <u>35,880</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes or by occurrence of other events specified by donors as follows:

Texas Education Agency	\$ <u>141,791</u>
------------------------	-------------------

F. Operating Lease Commitment:

TCCC, Inc. is currently leasing its copy machine on a noncancellable operating lease.

TCCC, Inc.'s minimum annual lease commitment is as follows:

<u>Twelve months ending July 31,</u>	<u>Amount</u>
2000	\$ 10,932
2001	10,349
2002	10,349
2003	10,349
2004	<u>10,349</u>
Total	\$ <u>52,328</u>

Operating lease expense amounted to \$47,222 for the twelve months ended July 31, 1999.

G. Capital Lease Obligation:

TCCC, Inc. acquired air conditioning units under the provisions of a long-term lease. For financial reporting purposes, minimum lease payments to the air conditioning units have been capitalized. The lease expires June 2006. The leased air conditioning units under capital lease as of July 31, 1999 have a cost of \$62,200, accumulated amortization of \$2,073 and a net book value of \$59,927. Amortization of the air conditioning units is included in depreciation expense.

The future minimum lease payments under capital lease together with their present value as of July 31, 1999 are as follows:

2000	\$ 13,136
2001	13,136
2002	13,136
2003	13,136
2004	13,136
Later years	<u>24,087</u>
Total minimum lease payments	89,767
Less amount representing interest	(28,527)
Present value of net minimum lease payments	\$ <u>61,240</u>

TEJANO CENTER FOR COMMUNITY CONCERNS, INC.

NOTES TO FINANCIAL STATEMENTS

JULY 31, 1999

H. Notes Payable:

The Organization's obligations under notes payable consists of the following:

Notes payable to various banks, due within one year or on demand, secured by fixed assets and real estate.	\$ 76,743
Four year note payable to a bank, interest at 10.5% per annum, secured by fixed assets.	48,416
Three year note payable to a bank, interest at 5% per annum, secured by current assets.	61,909
Note payable to state agency, payable upon demand, noninterest bearing, unsecured.	9,400
Note payable to non-profit agency, due within one year, interest at 6% per annum, secured by real estate.	60,241
Note payable to vendor, interest at 18% per annum, secured by equipment purchased.	2,531
Twenty year note payable to non-profit organization, interest at 6% per annum, secured by real estate.	226,976
Note payable to non-profit agency, non interest bearing, unsecured.	20,000
Ten year note payable to government business development corporation, interest at 7% per annum, secured by real estate.	192,115
Twenty year note payable to bank, interest at 9% per annum, secured by real estate.	<u>1,666,679</u>
Total notes payable	<u>\$ 2,365,010</u>

Maturities of notes payable over the next five years are as follows:

Year Ending July 31,	
2000	\$ 289,058
2001	111,928
2002	66,778
2003	69,851
2004	75,760
Thereafter	<u>1,751,635</u>
Total	<u>\$ 2,365,010</u>

CERTIFIED PUBLIC ACCOUNTANTS

6750 W. LOOP SOUTH, SUITE 520

HOUSTON, TEXAS 77401

TEL: (713) 666-5900

FAX: (713) 666-1049

<http://www.gomezandco.com>

REPORT ON COMPLIANCE AND ON INTERNAL CONTROL OVER
FINANCIAL REPORTING BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To The Board of Directors of
Tejano Center for Community Concerns, Inc.
Houston, Texas

We have audited the financial statements of Tejano Center for Community Concerns, Inc. (TCCC, Inc.) as of and for the twelve months ended July 31, 1999, and have issued our report thereon dated January 6, 2000. We conducted our audit in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

Compliance

As part of obtaining reasonable assurance about whether TCCC, Inc.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statements amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under Government Auditing Standards.

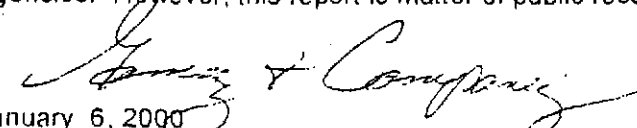
However, we noted certain immaterial instances of noncompliance that we have reported to management of TCCC, Inc. in a separate letter dated January 6, 2000.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered TCCC, Inc.'s internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting. Our consideration of the internal control over financial reporting would not necessarily disclose all matters in the internal control over financial reporting that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over financial reporting and its operation that we considered to be material weaknesses.

We also noted other matters involving the internal control over financial reporting, which we have reported to management of TCCC, Inc. in a separate letter dated January 6, 2000.

This report is intended for the information of the board of directors, management and the federal awarding agencies. However, this report is matter of public record, and its distribution is not limited.


January 6, 2000

ATTACHMENT 17

OF 230562
BEA GALINDO
CORP. ACCTS.

529-19-1104

SUPPLEMENTAL DEED OF TRUST

U083399

HARRIS COUNTY, TEXAS

11/17/99 201115755 U083399

\$17.00

TEJANO CENTER FOR COMMUNITY CONCERNS, INC., DBA TEJANO COMMERCIAL PROPERTIES (the "Grantor"), for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00) to it in hand paid by the Trustee hereinafter named, the receipt and sufficiency of which are hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, by these presents does Grant, Sell and Convey unto Gregory Maher, Trustee, or his substitute or successor (the "Trustee"), in trust, all that certain real property (the "Property") described as follows:

Tract I:

A tract of land being 7.1624 acres out of the Baldwin and Foster Subdivision, said subdivision being shown on a map or plat recorded in Volume 232, Page 376 of the Deed Records of Harris County, Texas, and said tract being described more particularly on Exhibit "A", attached hereto and made a part hereof for all purposes; and

Tract II:

Lot Thirteen (13) of MAYSWOOD, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 998, Page 546 of the Deed Records of Harris County, Texas; and

Tract III:

Lot Eighteen (18) of MAYSWOOD, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 998, Page 546 of the Deed Records of Harris County, Texas.

This Supplemental Deed of Trust is executed in conjunction with and subject to a Deed of Trust dated November 12, 1998, recorded under County Clerk's file number T403365 in the Real Property Records of Harris County, Texas, and covering a portion of the Property, said Deed of Trust securing payment of a promissory note of even date therewith in the original principal amount of \$230,000.00, executed by Grantor payable to the order of LOCAL INITIATIVES SUPPORT CORPORATION ("Beneficiary").

The purpose for the execution of this Supplemental Deed of Trust is to amend and correct the description of real property in the Deed of Trust to include the property described above as Tract II and Tract III, which were omitted from the original Deed of Trust described above as the result of error, and to make the whole of said Property subject to all terms and conditions of the Deed of Trust. All terms and conditions of the Deed of Trust are specifically included herein by

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529-19-1105

reference for all purposes. Except as specifically modified by the terms hereof, all terms, provisions, covenants, warranties and agreements contained, and all liens and security interests granted in said Deeds of Trust remain in full force and effect, and the liens and security interests granted therein are acknowledged to be valid and subsisting liens and security interests against the Property. Except as otherwise expressly provided herein, Grantor and Beneficiary do not intend in any manner to impair the indebtedness secured by said Deeds of Trust, or in any way to impair, waive or release the liens and security interests granted in said Deeds of Trust, the purpose of this instrument being to amend said Deeds of Trust to cover the entirety of the Property and to carry forward all liens and security interests granted in said Deeds of Trust. In the event of any conflict between any provision of the Deed of Trust and any provision of this Supplemental Deed of Trust, except as specifically amended by this Supplemental Deed of Trust, the provision of the Deed of Trust shall control.

To secure said indebtedness, Grantor has granted, bargained, sold, mortgaged, assigned, transferred and conveyed and by these presents does grant, bargain, sell, mortgage, assign, transfer and convey the Property to the Trustee, for the benefit of the Beneficiary, all of Grantor's right, title and interest, whether now owned or hereafter acquired, in and to the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, privileges, hereditaments and appurtenances in any wise appertaining or belonging thereto, unto the Trustee and to his substitutes or successors forever. And Grantor, for Grantor and Grantor's successors and assigns, hereby agrees to forever warrant and defend the Property unto the Trustee, his substitutes or successors and assigns, forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof. As used herein, the term "Grantor's successors and assigns" means each and all of the successors, assigns, executors, heirs, administrators and legal representatives of Grantor both immediate and remote.

This conveyance, however, is made in TRUST to secure repayment of the promissory note hereinabove described.

It is stipulated, covenanted and agreed that the lien created by this instrument shall be and remain subordinate and inferior in priority to (i) the lien(s) securing the payment of certain indebtedness of Grantor to CHASE BANK OF TEXAS, N.A., said indebtedness being secured by a Deed of Trust dated November 12, 1998, recorded under County Clerk's file number T403364 in the Real Property Records of Harris County, Texas, and any amendments thereto. Grantor expressly covenants and agrees that should default be made in the payment of said indebtedness or any part thereof, as the same shall become due and payable, or in any of the covenants of the Deed of Trust or any other instruments securing the payment thereof, the indebtedness evidenced by the Note hereby secured, at the option of the holder thereof, shall immediately become due and payable.

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529-19-1106

APPLICATION

Executed on September 2, 1999, to be effective as of November 12, 1998.

TEJANO CENTER FOR COMMUNITY
CONCERNS, INC., DBA TEJANO
COMMERCIAL PROPERTIES

Joe

By: *Richard R. Farias*
RICHARD R. FARIAS, President and CEO

HARRIS COUNTY, TEXAS

This instrument was acknowledged before me on September 2 1999, by RICHARD R. FARIAS, President and CEO of TEJANO CENTER FOR COMMUNITY CONCERNS, INC., a Texas non-profit corporation, DBA TEJANO COMMERCIAL PROPERTIES, on behalf of said corporation.

Beatrice Galindo
Notary Public in and for the State of Texas



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DESCRIPTION

TRACT 1:

All that certain tract or parcel of land containing 7.1624 acres (311992.34 square feet) (called 7.197094 acres, 313,505.4202 square feet) out of the Northerly portion of lot No. 7 of the Baldwin and Foster Subdivision as shown on the map recorded in Volume 232, Page 376 of Deed Records of Harris County, Texas Abstract No. 27, said 7.1628 acre tract being the Northerly 5.00 feet of Lot 8, the Easterly 65.00 feet of Lot 5, the North 15.00 feet of Lot 11, all of the Lots 10, 12, 13, 14, 15, 16, 17, 18, 19 and all of the abandoned road right-of-way of "Berry Court Subdivision", unrecorded together with a called 4.023770 acre tract out of said unrecorded subdivision, save and except a southerly 0.011476 acre tract out of lot 6 of said unrecorded subdivision; said 7.1624 acre tract being more particularly described by metes and bounds as follows:

Beginning at a 5/8 inch iron rod set at the intersection of the Westerly right-of-way line Broadway Boulevard (124 feet wide) with the Southerly right-of-way line of Kimble Street (called Baldwin Street) (80 feet wide), being the Northeasterly corner of said Lot 7, said called 4.023770 acre tract, and called 7.19709 acre tract for the Northeast corner of the here in described tract;

THENCE South with said Westerly line of Broadway, a distance of 341.31 feet to a set 5/8 inch iron rod in the Northerly right-of-way line of abandoned Milton Court, being the Northeast corner of a called 2.599 acre tract conveyed to The Church of Jesus Christ of Latter-Day Saints by Deed recorded in Volume 3131, Page 65 of the Deed Records of Harris County, Texas for the Southeast corner of the herein described tract;

THENCE the following calls along the common line of The Life Tabernacle of Houston, Inc. and The Church of Jesus Christ of Latter-Day Saints;

South 90 deg. 00 min. 00 sec. West, a distance of 156.00 feet to an angle point;

South 80 deg. 01 min. 36 sec. West, a distance of 47.69 feet to an angle point;

South 80 deg. 26 min. 16 sec. West, a distance of 34.01 feet to an angle point;

South 89 deg. 14 min. 57 sec. West, a distance of 31.58 feet to an angle point;

South 89 deg. 09 min. 00 sec. West, a distance of 98.56 feet to an angle point;

South 54 deg. 39 min. 12 sec. West, a distance of 269.13 feet to an angle point;

North 44 deg. 02 min. 58 sec. West, a distance of 42.90 feet to an established angle point in the meanders of Pine Gully;

THENCE continuing with the common line of Life Tabernacle of Houston, Inc. and The Church of Jesus Christ of Latter-Day Saints, with the established centerline meander of said Pine Gully, North 46 deg. 07 min. 59 sec. East, a distance of 38.91 feet to an angle point;

THENCE South 89 deg. 36 min. 33 sec. West, a distance of 211.34 feet to a 5/8 inch

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DESCRIPTION

529-19-1108

iron rod set in the East line of Dover Street (80 feet wide) for the Southwest corner of the herein described tract;

THENCE North 00 deg. 05 min. 36 sec. West, a distance of 70.00 feet along the said East line of Dover Street, to a 5/8 inch iron rod found for the corner;

THENCE South 89 deg. 32 min. 04 sec. East, a distance of 147.82 feet to a 5/8 inch iron rod set for corner;

THENCE North 70 deg. 01 min. 53 sec. West, a distance of 29.62 feet to an angle point;

THENCE North 00 deg. 05 min. 36 sec. West, a distance of 60.00 feet to a 5/8 inch iron rod set for corner;

THENCE North 89 deg. 45 min. 52 sec. West, a distance of 120.0 feet to a 5/8 inch iron rod set in the East line of said Dover Street;

THENCE North 00 deg. 05 min. 36 sec. West, along said East line of Dover Street, a distance of 315.04 feet to the intersection with the South line of said Kimble Street, and a 5/8 inch iron rod set for the Northwest corner of the herein described tract;

THENCE North 89 deg. 51 min. 27 sec. East, along said South line of Kimble Street, a distance of 800.01 feet to the POINT OF BEGINNING and containing 7.1624 acres (211992.34 square feet) of land.

NOTE: This Company does not represent that the above acreage or square footage calculations are correct.

After Recording
Return To:
Chicago Title
909 Fannin
Houston, TX 77010
Attn: Bea Galindo/Corp. Accts.

NO PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VALID AND ENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS } COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in File Number _____ on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property in this County, Texas.

1999 NOV 17 AM 11:41
Bea Galindo
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED

NOV 17 1999



Bea Galindo
COUNTY CLERK
HARRIS COUNTY TEXAS

237

sup DT

GF 230562
BEA GALINBO
CORP. ACCTS.

SUPPLEMENTAL DEED OF TRUST

U083398

529-19-1099

HARRIS COUNTY, TEXAS

11/17/99 201115754 U083398

\$17.00

TEJANO CENTER FOR COMMUNITY CONCERNS, INC., DBA TEJANO COMMERCIAL PROPERTIES (the "Grantor"), for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00) to it in hand paid by the Trustee hereinafter named, the receipt and sufficiency of which are hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, by these presents does Grant, Sell and Convey unto David L. Mendez, Trustee, or his substitute or successor (the "Trustee"), in trust, all that certain real property (the "Property") described as follows:

1/6

Tract I:

A tract of land being 7.1624 acres out of the Baldwin and Foster Subdivision, said subdivision being shown on a map or plat recorded in Volume 232, Page 376 of the Deed Records of Harris County, Texas, and said tract being described more particularly on Exhibit "A", attached hereto and made a part hereof for all purposes; and

D

Tract II:

Lot Thirteen (13) of MAYSWOOD, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 998, Page 546 of the Deed Records of Harris County, Texas; and

Y

Tract III:

Lot Eighteen (18) of MAYSWOOD, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 998, Page 546 of the Deed Records of Harris County, Texas.

This Supplemental Deed of Trust is executed in conjunction with and subject to a Deed of Trust dated November 12, 1998, recorded under County Clerk's file number T403364 in the Real Property Records of Harris County, Texas, and covering a portion of the Property, said Deed of Trust securing payment of a promissory note of even date therewith in the original principal amount of \$1,680,000.00, executed by Grantor payable to the order of CHASE BANK OF TEXAS, N.A. ("Beneficiary").

Lee

The purpose for the execution of this Supplemental Deed of Trust is to amend and correct the description of real property in the Deed of Trust to include the property described above as Tract II and Tract III, which were omitted from the original Deed of Trust described above as the result of error, and to make the whole of said Property subject to all terms and conditions of the Deed

of Trust. All terms and conditions of the Deed of Trust are specifically included herein by reference for all purposes. Except as specifically modified by the terms hereof, all terms, provisions, covenants, warranties and agreements contained, and all liens and security interests granted in said Deeds of Trust remain in full force and effect, and the liens and security interests granted therein are acknowledged to be valid and subsisting liens and security interests against the Property. Except as otherwise expressly provided herein, Grantor and Beneficiary do not intend in any manner to impair the indebtedness secured by said Deeds of Trust, or in any way to impair, waive or release the liens and security interests granted in said Deeds of Trust, the purpose of this instrument being to amend said Deeds of Trust to cover the entirety of the Property and to carry forward all liens and security interests granted in said Deeds of Trust. In the event of any conflict between any provision of the Deed of Trust and any provision of this Supplemental Deed of Trust, except as specifically amended by this Supplemental Deed of Trust, the provision of the Deed of Trust shall control.

To secure said indebtedness, Grantor has granted, bargained, sold, mortgaged, assigned, transferred and conveyed and by these presents does grant, bargain, sell, mortgage, assign, transfer and convey the Property to the Trustee, for the benefit of the Beneficiary, all of Grantor's right, title and interest, whether now owned or hereafter acquired, in and to the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, privileges, hereditaments and appurtenances in any wise appertaining or belonging thereto, unto the Trustee and to his substitutes or successors forever. And Grantor, for Grantor and Grantor's successors and assigns, hereby agrees to forever warrant and defend the Property unto the Trustee, his substitutes or successors and assigns, forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof. As used herein, the term "Grantor's successors and assigns" means each and all of the successors, assigns, executors, heirs, administrators and legal representatives of Grantor both immediate and remote.

This conveyance, however, is made in TRUST to secure repayment of the promissory note hereinabove described.

Grantor expressly covenants and agrees that should default be made in the payment of said indebtedness or any part thereof, as the same shall become due and payable, or in any of the covenants of the Deed of Trust or any other instruments securing the payment thereof, the indebtedness evidenced by the Note hereby secured, at the option of the holder thereof, shall immediately become due and payable.

Executed on September 2, 1999, to be effective as of November 12, 1998.

TEJANO CENTER FOR COMMUNITY
CONCERNS, INC., DBA TEJANO
COMMERCIAL PROPERTIES

By: 
RICHARD R. FARIAS, President and CEO

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529-19-1101

HARRIS COUNTY, TEXAS

This instrument was acknowledged before me on September 2 1999, by RICHARD R. FARIAS, President and CEO of TEJANO CENTER FOR COMMUNITY CONCERNS, INC., a Texas non-profit corporation, DBA TEJANO COMMERCIAL PROPERTIES, on behalf of said corporation.

Beatrice Galindo
Notary Public in and for the State of Texas



240

3

::ODMA\PCDOCS\Houston\655510\1 *

DESCRIPTION

TRACT 1:

All that certain tract or parcel of land containing 7.1624 acres (311992.34 square feet) (called 7.197094 acres, 313,505.4202 square feet) out of the Northerly portion of lot No. 7 of the Baldwin and Foster Subdivision as shown on the map recorded in Volume 232, Page 376 of Deed Records of Harris County, Texas Abstract No. 27, said 7.1628 acre tract being the Northerly 5.00 feet of Lot 8, the Easterly 65.00 feet of Lot 5, the North 15.00 feet of Lot 11, all of the Lots 10, 12, 13, 14, 15, 16, 17, 18, 19 and all of the abandoned road right-of-way of "Berry Court Subdivision", unrecorded together with a called 4.023770 acre tract out of said unrecorded subdivision, save and except a southerly 0.011476 acre tract out of lot 6 of said unrecorded subdivision; said 7.1624 acre tract being more particularly described by metes and bounds as follows:

Beginning at a 5/8 inch iron rod set at the intersection of the Westerly right-of-way line Broadway Boulevard (124 feet wide) with the Southerly right-of-way line of Kimble Street (called Baldwin Street) (80 feet wide), being the Northeasterly corner of said Lot 7, said called 4.023770 acre tract, and called 7.19709 acre tract for the Northeast corner of the here in described tract;

THENCE South with said Westerly line of Broadway, a distance of 341.31 feet to a set 5/8 inch iron rod in the Northerly right-of-way line of abandoned Milton Court, being the Northeast corner of a called 2.599 acre tract conveyed to The Church of Jesus Christ of Latter-Day Saints by Deed recorded in Volume 3131, Page 65 of the Deed Records of Harris County, Texas for the Southeast corner of the herein described tract;

THENCE the following calls along the common line of The Life Tabernacle of Houston, Inc. and The Church of Jesus Christ of Latter-Day Saints;

South 90 deg. 00 min. 00 sec. West, a distance of 156.00 feet to an angle point;

South 80 deg. 01 min. 36 sec. West, a distance of 47.69 feet to an angle point;

South 80 deg. 26 min. 16 sec. West, a distance of 34.01 feet to an angle point;

South 89 deg. 14 min. 57 sec. West, a distance of 31.58 feet to an angle point;

South 89 deg. 09 min. 00 sec. West, a distance of 98.56 feet to an angle point;

South 54 deg. 39 min. 12 sec. West, a distance of 269.13 feet to an angle point;

North 44 deg. 02 min. 58 sec. West, a distance of 42.90 feet to an established angle point in the meanders of Pine Gully;

THENCE continuing with the common line of Life Tabernacle of Houston, Inc. and The Church of Jesus Christ of Latter-Day Saints, with the established centerline meander of said Pine Gully, North 46 deg. 07 min. 59 sec. East, a distance of 38.91 feet to an angle point;

THENCE South 89 deg. 36 min. 33 sec. West, a distance of 211.34 feet to a 5/8 inch

GF# 230562-A
Commitment No. 44-901-80-230562-A

529-19-1103

DESCRIPTION

iron rod set in the East line of Dover Street (80 feet wide) for the Southwest corner of the herein described tract;

THENCE North 00 deg. 05 min. 36 sec. West, a distance of 70.00 feet along the said East line of Dover Street, to a 5/8 inch iron rod found for the corner;

THENCE South 89 deg. 32 min. 04 sec. East, a distance of 147.82 feet to a 5/8 inch iron rod set for corner;

THENCE North 70 deg. 01 min. 53 sec. West, a distance of 29.62 feet to an angle point;

THENCE North 00 deg. 05 min. 36 sec. West, a distance of 60.00 feet to a 5/8 inch iron rod set for corner;

THENCE North 89 deg. 45 min. 52 sec. West, a distance of 120.0 feet to a 5/8 inch iron rod set in the East line of said Dover Street;

THENCE North 00 deg. 05 min. 36 sec. West, along said East line of Dover Street, a distance of 315.04 feet to the intersection with the South line of said Kimble Street, and a 5/8 inch iron rod set for the Northwest corner of the herein described tract;

THENCE North 89 deg. 51 min. 27 sec. East, along said South line of Kimble Street, a distance of 800.01 feet to the POINT OF BEGINNING and containing 7.1624 acres (211992.34 square feet) of land.

NOTE: This Company does not represent that the above acreage or square footage calculations are correct.

After Recording
Return To:
Chicago Title
909 Fannin
Houston, TX 77010
Attn: Bea Galindo/Corp. Accts.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY VOID UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in File Number _____ Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of this County, Texas.

County Clerk
HARRIS COUNTY, TEXAS
Bea Galindo

1999 NOV 17 AM 11:41

FILED

NOV 17 1999



Bea Galindo
COUNTY CLERK
HARRIS COUNTY TEXAS

242

GF 230562
BEA GALINDO
CORP. ACCTS.

SUPPLEMENTAL DEED OF TRUST

11/17/99 201115756 U083400

\$15.00

U083400

HARRIS COUNTY, TEXAS

529-19-1109

TEJANO CENTER FOR COMMUNITY CONCERNS, INC., DBA TEJANO COMMERCIAL PROPERTIES (the "Grantor"), for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00) to it in hand paid by the Trustee hereinafter named, the receipt and sufficiency of which are hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, by these presents does Grant, Sell and Convey unto R. Charles Stiles, Trustee, or his substitute or successor (the "Trustee"), in trust, all that certain real property (the "Property") described as follows:

HTC

Tract I:

A tract of land being 7.1624 acres out of the Baldwin and Foster Subdivision, said subdivision being shown on a map or plat recorded in Volume 232, Page 376 of the Deed Records of Harris County, Texas, and said tract being described more particularly on Exhibit "A", attached hereto and made a part hereof for all purposes; and

D

Tract II:

Lot Thirteen (13) of MAYSWOOD, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 998, Page 546 of the Deed Records of Harris County, Texas; and

Tract III:

Lot Eighteen (18) of MAYSWOOD, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 998, Page 546 of the Deed Records of Harris County, Texas.

This Supplemental Deed of Trust is executed in conjunction with and subject to a Deed of Trust dated November 12, 1998, recorded under County Clerk's file number T403366 in the Real Property Records of Harris County, Texas, and covering a portion of the Property, said Deed of Trust securing payment of a promissory note of even date therewith in the original principal amount of \$200,000.00, executed by Grantor payable to the order of HOUSTON SMALL BUSINESS DEVELOPMENT CORPORATION ("Beneficiary").

Lee

The purpose for the execution of this Supplemental Deed of Trust is to amend and correct the description of real property in the Deed of Trust to include the property described above as Tract II and Tract III, which were omitted from the original Deed of Trust described above as the result of error, and to make the whole of said Property subject to all terms and conditions of the Deed of Trust. All terms and conditions of the Deed of Trust are specifically included herein by reference for all purposes. Except as specifically modified by the terms hereof, all terms, provisions, covenants, warranties and agreements contained, and all liens and security interests granted in said Deed of Trust remain in full force and effect, and the liens and security interests granted therein are acknowledged to be valid and subsisting liens and security interests against the Property. Except as otherwise expressly provided herein, Grantor and Beneficiary do not intend in any manner to impair the indebtedness secured by said Deed of Trust, or in any way to impair, waive or release the liens and security interests granted in said Deed of Trust, the purpose of this Instrument being to amend said Deed of Trust to cover the entirety of the Property and to carry forward all liens and security interests granted in said Deed of Trust. In the event of any conflict between any provision of the Deed of Trust and any provision of this Supplemental Deed of Trust, except as specifically amended by this Supplemental Deed of Trust, the provision of the Deed of Trust shall control.

To secure said indebtedness, Grantor has granted, bargained, sold, mortgaged, assigned, transferred and conveyed and by these presents does grant, bargain, sell, mortgage, assign, transfer and convey to the Trustee, for the benefit of the Beneficiary, all of Grantor's right, title and interest, whether now owned or hereafter acquired, in and to the Property,

TO HAVE AND TO HOLD the Property, together with all and singular the rights, privileges, hereditaments and appurtenances in any wise appertaining or belonging thereto, unto the Trustee and to his substitutes or successors forever. And Grantor, for Grantor and Grantor's successors and assigns, hereby agrees to forever warrant and defend the Property unto the Trustee, his substitutes or successors and assigns, forever, against the claim or claims of all persons claiming or to claim the same or any part thereof. As used herein, the term "Grantor's successors and

sup DT

15 y

529-19-1110

assigns" means each and all of the successors, assigns, executors, heirs, administrators and legal representatives of Grantor both immediate and remote.

This conveyance, however, is made in TRUST to secure repayment of the promissory note hereinabove described.

It is stipulated, covenanted and agreed that the lien created by this instrument shall be and remain subordinate and inferior in priority to (i) the lien(s) securing the payment of certain indebtedness of Grantor to CHASE BANK OF TEXAS, N.A., said indebtedness being secured by a Deed of Trust dated November 12, 1998, recorded under County Clerk's file number T403364 in the Real Property Records of Harris County, Texas, as said Deed of Trust may be subsequently corrected to include Tracts II and III described above, and (ii) the lien(s) securing the payment of certain indebtedness of Grantor to LOCAL INITIATIVES SUPPORT CORPORATION, said indebtedness being secured by a Deed of Trust dated November 12, 1998, recorded under County Clerk's file number T403365 in the Real Property Records of Harris County, Texas, as said Deed of Trust may be subsequently corrected to include Tracts II and III described above. Grantor expressly covenants and agrees that should default be made in the payment of said indebtedness or any part thereof, as the same shall become due and payable, or in any of the covenants of the Deed of Trust or any other instruments securing the payment thereof, the indebtedness evidenced by the note hereby secured, at the option of the holder thereof, shall immediately become due and payable.

Executed on September 2, 1999, to be effective as of November 12, 1998.

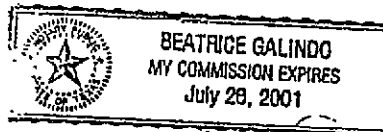
TEJANO CENTER FOR COMMUNITY CONCERNS, INC.,
DBA TEJANO COMMERCIAL PROPERTIES

By: [Signature]
RICHARD R. FARIAS, President and CEO

HARRIS COUNTY, TEXAS

This instrument was acknowledged before me on September 2, 1999, by RICHARD R. FARIAS, President and CEO of TEJANO CENTER FOR COMMUNITY CONCERNS, INC., a Texas non-profit corporation, DBA TEJANO COMMERCIAL PROPERTIES, on behalf of said corporation.

[Signature]
Notary Public in and for the State of Texas



DESCRIPTION

TRACT 1:

All that certain tract or parcel of land containing 7.1624 acres (311992.34 square feet) (called 7.197094 acres, 313,505.4202 square feet) out of the Northerly portion of lot No. 7 of the Baldwin and Foster Subdivision as shown on the map recorded in Volume 232, Page 376 of Deed Records of Harris County, Texas Abstract No. 27, said 7.1628 acre tract being the Northerly 5.00 feet of Lot 8, the Easterly 65.00 feet of Lot 5, the North 15.00 feet of Lot 11, all of the Lots 10, 12, 13, 14, 15, 16, 17, 18, 19 and all of the abandoned road right-of-way of "Berry Court Subdivision", unrecorded together with a called 4.023770 acre tract out of said unrecorded subdivision, save and except a southerly 0.011476 acre tract out of lot 6 of said unrecorded subdivision; said 7.1624 acre tract being more particularly described by metes and bounds as follows:

Beginning at a 5/8 inch iron rod set at the intersection of the Westerly right-of-way line Broadway Boulevard (124 feet wide) with the Southerly right-of-way line of Kimble Street (called Baldwin Street) (80 feet wide), being the Northeast corner of said Lot 7, said called 4.023770 acre tract, and called 7.19709 acre tract for the Northeast corner of the here in described tract;

THENCE South with said Westerly line of Broadway, a distance of 341.31 feet to a set 5/8 inch iron rod in the Northerly right-of-way line of abandoned Milton Court, being the Northeast corner of a called 2.599 acre tract conveyed to The Church of Jesus Christ of Latter-Day Saints by Deed recorded in Volume 3131, Page 65 of the Deed Records of Harris County, Texas for the Southeast corner of the herein described tract;

THENCE the following calls along the common line of The Life Tabernacle of Houston, Inc. and The Church of Jesus Christ of Latter-Day Saints;

South 90 deg. 00 min. 00 sec. West, a distance of 156.00 feet to an angle point;

South 80 deg. 01 min. 36 sec. West, a distance of 47.69 feet to an angle point;

South 80 deg. 26 min. 16 sec. West, a distance of 34.01 feet to an angle point;

South 89 deg. 14 min. 57 sec. West, a distance of 31.58 feet to an angle point;

South 89 deg. 09 min. 00 sec. West, a distance of 98.56 feet to an angle point;

South 54 deg. 39 min. 12 sec. West, a distance of 269.13 feet to an angle point;

North 44 deg. 02 min. 58 sec. West, a distance of 42.90 feet to an established angle point in the meanders of Pine Gully;

THENCE continuing with the common line of Life Tabernacle of Houston, Inc. and The Church of Jesus Christ of Latter-Day Saints, with the established centerline meander of said Pine Gully, North 46 deg. 07 min. 59 sec. East, a distance of 38.91 feet to an angle point;

THENCE South 89 deg. 36 min. 33 sec. West, a distance of 211.34 feet to a 5/8 inch

245

EXHIBIT A
PAGE 1 OF 2

GF# 230562

Commitment No. 44-901-80-230562

529-19-1112

DESCRIPTION

iron rod set in the East line of Dover Street (80 feet wide) for the Southwest corner of the herein described tract;

THENCE North 00 deg. 05 min. 36 sec. West, a distance of 70.00 feet along the said East line of Dover Street, to a 5/8 inch iron rod found for the corner;

THENCE South 89 deg. 32 min. 04 sec. East, a distance of 147.82 feet to a 5/8 inch iron rod set for corner;

THENCE North 70 deg. 01 min. 53 sec. West, a distance of 29.62 feet to an angle point;

THENCE North 00 deg. 05 min. 36 sec. West, a distance of 60.00 feet to a 5/8 inch iron rod set for corner;

THENCE North 89 deg. 45 min. 52 sec. West, a distance of 120.0 feet to a 5/8 inch iron rod set in the East line of said Dover Street;

THENCE North 00 deg. 05 min. 36 sec. West, along said East line of Dover Street, a distance of 315.04 feet to the intersection with the South line of said Kimble Street, and a 5/8 inch iron rod set for the Northwest corner of the herein described tract;

THENCE North 89 deg. 51 min. 27 sec. East, along said South line of Kimble Street, a distance of 800.01 feet to the POINT OF BEGINNING and containing 7.1624 acres (211992.34 square feet) of land.

NOTE: This Company does not represent that the above acreage or square footage calculations are correct.

After Recording

Return To:

Chicago Title

909 Fannin

Houston, TX 77010

Attn: Bea Galindo/Corp. Accts.

FILED
1999 NOV 17 AM 11:41
Beau B. Hoffman
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS) COUNTY OF HARRIS) I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me; and was duly RECORDED, in the Official Public Records of Real Property of this County, Texas --

NOV 17 1999



Beau B. Hoffman
COUNTY CLERK
HARRIS COUNTY TEXAS

246

EXHIBIT A
PAGE 2 OF 2

TRACT I

522-45-2586

529-19-1093

LEGAL DESCRIPTION

All that certain Tract or parcel of land containing 7.1624 acres (311992.34 square feet) (called 7.197094 acres, 313,505.4202 square feet) out of the <Northerly portion of lot No. 7 of the Baldwin and Foster Subdivision as shown on the map recorded in Volume 232, Page 376 of Deed Records of Harris County, Texas Abstract No. 27, said 7.1628 acre tract being the Northerly 5.00 feet of Lot 8, the Easterly 65.00 feet of Lot 5, the North 15.00 feet of Lot 11, all of the Lots 10, 12, 13, 14, 15, 16, 17, 18, 19 and all of the abandoned road right-of-way of "Berry Court Subdivision", unrecorded together with a called 4.023770 acre tract out of said unrecorded subdivision, save and except a southerly 0.011476 acre tract out of lot 6 of said unrecorded subdivision; said 7.1624 acre tract being more particularly described by metes and bounds as follows:

Beginning at a 5/8 inch iron rod set at the intersection of the Westerly right-of-way line Broadway Boulevard (124 feet wide) with the Southerly right-of-way line of Kimble Street (called Baldwin Street) (80 feet wide), being the Northeast corner of said Lot 7, said called 4.023770 acre tract, and called 7.19709 acre tract for the Northeast corner of the here in described tract;

THENCE South with said Westerly line of Broadway, a distance of 341.31 feet to a set 5/8 inch iron rod in the Northerly right-of-way line of abandoned Milton Court, being the Northeast corner of a called 2.599 acre tract conveyed to The Church of Jesus Christ of Latter-Day Saints by Deed recorded in Volume 3131, Page 65 of the Deed Records of Harris County, Texas for the Southeast corner of the herein described tract;

THENCE the following calls along the common line of The Life Tabernacle of Houston, Inc. and The Church of Jesus Christ of Latter-Day Saints;

South 90 deg. 00 min. 00 sec. West, a distance of 156.00 feet to an angle point;

South 80 deg. 01 min. 36 sec. West, a distance of 47.69 feet to an angle point;

South 80 deg. 26 min. 16 sec. West, a distance of 34.01 feet to an angle point;

South 89 deg. 14 min. 57 sec. West, a distance of 31.58 feet to an angle point;

South 89 deg. 09 min. 00 sec. West, a distance of 98.56 feet to an angle point;

South 54 deg. 39 min. 12 sec. West, a distance of 269.13 feet to an angle point;

North 44 deg. 02 min. 58 sec. West, a distance of 42.90 feet to an established angle point in the meanders of Pine Gully;

THENCE continuing with the common line of Life Tabernacle of Houston, Inc. and The Church of Jesus Christ of Latter-Day Saints, with the established centerline meander of said Pine Gully, North 46 deg. 07 min. 59 sec. East, a distance of 38.91 feet to an angle point;

THENCE South 89 deg. 36 min. 33 sec. West, a distance of 211.34 feet to a 5/8 inch iron rod set in the East line of Dover Street (80 feet wide) for the Southwest corner of the herein described tract;

247

THENCE North 00 deg. 05 min. 36 sec. West, a distance of 70.00 feet along the said

LEGAL DESCRIPTION (continued)

APPLICATION

East line of Dover Street, to a 5/8 inch iron rod found for the corner;

THENCE South 89 deg. 32 min. 04 sec. East, a distance of 147.82 feet to a 5/8 inch iron rod set for corner;

THENCE North 70 deg. 01 min. 53 sec. West, a distance of 29.62 feet to an angle point;

THENCE North 00 deg. 05 min. 36 sec. West, a distance of 60.00 feet to a 5/8 inch iron rod set for corner;

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THENCE North 89 deg. 51 min. 27 sec. East, along said South line of Kimble Street, a distance of 800.01 feet to the POINT OF BEGINNING and containing 7.1624 acres (211992.34 square feet) of land.


NOTE: This Company does not represent that the above acreage or square footage calculations are correct.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

THE STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in File Number _____ Sequence on the date and at the time stamped herein by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

NOV 25 1998



Barney R. Johnson
COUNTY CLERK
HARRIS COUNTY TEXAS

FILED

98 NOV 25 AM 11:19

Barney R. Johnson
COUNTY CLERK
HARRIS COUNTY TEXAS

529-19-1095

EXHIBIT "B"

TRACT III

Lot Eighteen (18) of MAYSWOOD, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 998, Page 546 of the Deed Records of Harris County, Texas.

D

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS } COUNTY OF HARRIS } I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

NOV 17 1999



Beauy B. Taylor
COUNTY CLERK
HARRIS COUNTY TEXAS

Beauy B. Taylor
COUNTY CLERK
HARRIS COUNTY, TEXAS

1999 NOV 17 AM 11:41

FILED

After Recording
Return To:
Chicago Title
909 Fannin
Houston, TX 77010
Attn: Bea Galindo / Corp. Accts.

1403363

529-19-1091

APPLICATION
CHICAGO TITLE
GF-230562
DEA GALINDO/CA

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

522-45-2584

U083396
THE STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

11/25/98 100909172 T403363 \$15.00

11/17/99 201115752 U083396 \$16.00

THAT LIFE TABERNACLE OF HOUSTON, INC., a Texas non-profit corporation (the "Grantor"), for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable cash consideration to Grantor in hand paid and caused to be paid in the manner hereinafter stated by the Grantee herein named, and for the further consideration of the execution and delivery by the Grantee herein named of (i) that one certain Promissory Note of even date herewith in the original principal sum of \$1,680,000.00 (the "Chase Bank Note"), payable to the order of Chase Bank of Texas, N.A., a national banking association ("Chase Bank"), as therein specified, providing for acceleration of maturity and for attorney's fees, the payment of the Chase Bank Note being secured by a first priority position Vendor's Lien herein retained and assigned to Chase Bank, and being additionally secured by a Deed of Trust of even date herewith to David L. Mendez, Trustee; (ii) that one certain Promissory Note of even date herewith in the original principal sum of \$230,000.00 (the "LISC Note"), payable to the order of Local Initiatives Support Corporation ("LISC"), as therein specified, providing for acceleration of maturity and for attorney's fees, the payment of the LISC Note being secured by a second priority position Vendor's Lien herein retained and assigned to LISC, and being additionally secured by a Deed of Trust of even date herewith to Gregory G. Maher, Trustee; and (iii) that one certain Promissory Note of even date herewith in the original principal sum of \$200,000.00 (the "HSB Note"), payable to the order of Houston Small Business Development Corporation ("HSB"), as therein specified, providing for acceleration of maturity and for attorney's fees, the payment of the HSB Note being secured by a second priority position Vendor's Lien herein retained and assigned to HSB, and being additionally secured by a Deed of Trust of even date herewith to R. Charles Stiles, Trustee, the receipt and sufficiency of all of such consideration being hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does hereby GRANT, SELL and CONVEY unto TEJANO CENTER FOR COMMUNITY CONCERNS, INC., a Texas non-profit corporation d/b/a TEJANO COMMERCIAL PROPERTIES (the "Grantee") that certain real property and the improvements located thereon in Harris County, Texas, being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

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y

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions (hereinafter defined), unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property, subject, however, to the Permitted Exceptions, unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but otherwise.

This Deed is executed, delivered and accepted subject to all and singular liens securing the payment of any debt created or assumed in connection herewith if such liens are described herein, zoning ordinances, utility district assessments and standby fees, if any, applicable to and enforceable against the Property, covenants, conditions, restrictions, all valid utility easements created by the dedication deed or plat of the subdivision in which the Property is located, mineral reservations, maintenance assessment liens, and any title or rights asserted by persons, corporations, governments or other entities to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of the harbor or bulkhead lines as established or changed by any government or to filled-in lands, or artificial islands, or to riparian rights or other statutory water rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or the right of access thereto, or right of easement along and across the same, if any, applicable to and enforceable against the Property as shown by the records of the County Clerk of the County in which the Property is located, all of the foregoing matters being herein called the "Permitted Exceptions".

But it is expressly agreed that a Vendor's Lien and Superior Title in and to the Property is retained against the Property, premises and improvements by the Grantor, until the Chase Bank Note,

522-45-2185

529-19-1092

the LISC Note, the HSB Note and all interest due on such Notes are fully paid according to the face tenor, effect and reading thereof, when this Deed shall become absolute. In consideration of the advancement by Chase Bank to Grantor of a portion of the purchase price of the Property as evidenced by the Chase Bank Note, Grantor does hereby retain a first priority position Vendor's Lien and Superior Title in and to the Property, for the benefit of Chase Bank, which are hereby transferred and assigned to Chase Bank by Grantor, without recourse on Grantor. In consideration of the advancement by LISC to Grantor of a portion of the purchase price of the Property as evidenced by the LISC Note, Grantor does hereby retain a second priority position Vendor's Lien and Superior Title in and to the Property, for the benefit of LISC, which are hereby transferred and assigned to LISC by Grantor, without recourse on Grantor. In consideration of the advancement by HSB to Grantor of a portion of the purchase price of the Property as evidenced by the HSB Note, Grantor does hereby retain a second priority position Vendor's Lien and Superior Title in and to the Property for the benefit of HSB, which are hereby transferred and assigned to HSB by Grantor, without recourse on Grantor. Grantor has been advised by LISC and HSB that each shall have a second priority position Vendor's Lien and Superior Title in and to the Property.

GRANTEE, BY ACCEPTANCE OF THIS WARRANTY DEED, ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME, THAT IT HAS NOT RELIED ON ANY STATEMENTS OR REPRESENTATIONS OF GRANTOR, AND THAT IT ACCEPTS SUCH PROPERTY "AS IS" "WHERE IS" AND WITH ALL FAULTS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES AS TO HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND DENIED BY GRANTOR, SAVE AND EXCEPT THE WARRANTIES OF TITLE CONTAINED HEREIN.

Grantee, by its acceptance hereof, does hereby assume and agree to pay all ad valorem taxes pertaining to the Property for the calendar year 1998 and subsequent years, there having been a proper proration of same between Grantor and Grantee for 1998, and subsequent assessments for prior years due to changes in land usage or ownership.

IN WITNESS WHEREOF, this Special Warranty Deed with Vendor's Lien has been executed by Grantor on this the 12TH day of November, 1998.

LIFE TABERNACLE OF HOUSTON, INC.
a Texas non-profit corporation

By: James L. Kilgore
JAMES L. KILGORE, Pastor + President

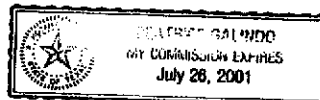
STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 12TH day of November, 1998 by JAMES L. KILGORE, the Pastor, and duly authorized representative of LIFE TABERNACLE OF HOUSTON, INC., a Texas non-profit corporation, on behalf of said corporation.

JLG and President and Beatrice Galindo
NOTARY PUBLIC, State of Texas

GRANTEE'S ADDRESS:
Tejano Center for Community Concerns, Inc.
~~2958 Broadway~~ 7937 Mendez
Houston, Texas 77029



ATTACHMENT 18

Raul Yzaguirre School for Success 2000-2001

APPLICATION



August						
S	M	T	W	Th	F	S
		○	2	3	4	5
6	7	8	9	10	11	12
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2000

October						
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31						

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18	19	20	21	22	23	24
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2001

April						
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15	16	△	18	19	20	21
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29	30					

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27	△	29	30	31		

June						
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Student Holidays

- Labor Day September 4
- Fall Holiday October 9
- Thanksgiving November 22-24
- Winter Holidays (Students) Dec. 18- Jan 1
- Martin Luther King Day January 15
- Spring Break March 12-16
- Spring Holiday April 13 and April 16

- Teachers report to duty August 1
- Teacher Aides report to duty August 7
- First day of school for students August 16
- Last day of school for students May 31
- (Total number of days of instruction for students-180)
- Last day of school for teachers June 4
- (Total number of days of work for teachers-195)

TAAS TESTING DATES

- October 24-26 TAAS Writing, Math, Reading, TEAMS Math, ELA (re-testers in grades 11 and 12 and eligible retained students in grade 10)
- December End-of-Course (two weeks prior to end of semester)-Algebra I, Biology, English II, U.S. History (eligible students completing these courses)
- February 20-TAAS Exit-Level Writing, Writing Grades 4, 4S, and 8
- February 21 and 22 - TAAS Math, Reading, TEAMS Math, ELA (grade 10 Retesting students in grades 1 and 12 and out-of-school students)
- March 28-Reading Proficiency Tests in English
- April 24 and 25-TAAS Grades 3-8 Math and Reading including Spanish TAAS in Grades 3-6; Math Alternative
- April 26 and 27 - TAAS grade 8 Social Studies, Science
- May 1-3 - TAAS Exit Level Writing, Math, Reading (the May 1-3 exit-level Administration is provided for graduating seniors and out-of-school students.)
- Spring End-of-Course (two weeks prior to end of semester) - Algebra I, Biology, English II, U.S. History (eligible students completing these courses)
- July 10-12 Exit TAAS Writing, Math, Reading
- July 11 and 12 - TEAMS Math, ELA
- Summer End-of-Course (testing window two weeks prior to end of semester) Algebra I, Biology, English II, U.S. History (eligible students completing these Courses)

- HOLIDAYS
- △ PROF.DEV.
- PREP. DAYS

- Pre TAAS**
- Sept 5-8
 - Nov 13-16
 - Jan 9-11

- IOWA**
- Sept 11-15
 - March 6,7,8

- Designated Make-Up Days**
- January 2, April 16, May 28

- Parent Report Card Pick Up**
- October 26
 - January 11
 - March 23
 - June 11

- Home Visits**
- August 28-Oct 26

ATTACHMENT 19

Raul Yzaguirre School for Success

Board List

CHAIRPERSON

David Massin
4110 Stillwater
Missouri City, TX 77459

Northern Trust Bank
Vice President
700 Rusk, Ste. 120
Houston, TX 77002

713-225-7808 Office
713-225-7891 Fax
281-261-7002 Home

VICE CHAIR

Irma Guadarrama
4737 Jefferson
Houston, TX 77023

University of Houston
Associate Professor
College of Education
4800 Calhoun
Houston, TX 77204-5872

713-743-4976 Office
713-743-4990 Fax
713-921-1984 Home
713-503-0711 Cell

SECRETARY

Helga Mattei
P.O. Box 667151
Houston, TX 77266

HCC-Southeast Campus
Director of Comm. Service/
Entrepreneur Program
6815 Rustic
Houston, TX 77087

713-718-7506 Office
713-718-7208 Fax
713-807-8325 Home
281-660-1407 Cell

GENERAL BOARD MEMBERS

Dolores Sanchez
4015 Cujanes
Pasadena, TX 77504

Parkview Medical Center
Office Manager
910 S. Wayside, Ste. 100
Houston, TX 77023

713-921-7176 Office
713-926-6468 Fax
281-487-5776 Home
713-883-8022 Pager

Sara Santiago

713-272-0998 Home
281-923-3886 Office
713-995-7754 Fax
713-804-8892 Pgr.

Gayle Fallon

Houston Federation
Of Teachers
3100 Wesleyan, Ste. 445
Houston, TX 77027

713-623-8891 Office
713-623-2711 Fax
281-468-2569 Cell

Charles Galindo Jr.
4823 Dollar Reef
Bacliff, TX 77513

Hernandez Engineering
Johnson Inc.
P.O. Box 58561
Houston TX 77253

281-483-5771 Office
281-483-5347 Fax
281-339-5701 Home
713-908-9345 Pgr.

References

1. Name Ramon Garza
Address 318 White cedar
City Houston State TX. Zip 77075
Telephone 713-451-1733
E-Mail _____

2. Name Diana A. Ray Villalobos
Address 2410 Strand # 105
City Galveston State TX. Zip 77550
Telephone 281-218-0358
E-Mail _____

3. Name Martin Enriquez
Address 16742 Pavle Glen
City Houston State TX Zip 77546
Telephone 281-992-2565
E-Mail _____

References for David
Massin

1. Name Mark Flagg
Address 600 Bering Drive
City Houston State TX Zip 77052
Telephone 713-336-6161
E-Mail [REDACTED]

2. Name Walter Kase
Address 10411 Memorial
City Houston State TX Zip 77024
Telephone 713-461-8383
E-Mail [REDACTED]

3. Name Sam Bartholomew
Address 1160 Daisy Ashford, Suite 160
City Houston State TX Zip 77079
Telephone 713-209-6778
E-Mail [REDACTED]

Dr. Jorge Guerrero

APPLICATION

References

- 1 Name Audencia Almas MD
 Address 13111 East Freeway Ste 109
 City HOUSTON State TX Zip 77015
 Telephone 713 455 5531
 E-Mail _____

- 2 Name Donald O. Trillas MD
 Address 13111 East Freeway Ste 109
 City HOUSTON State TX Zip 77015
 Telephone 713 455 6070
 E-Mail _____

- 3 Name Julia de Cervera MD
 Address 910 S Wayside #100
 City HOUSTON State TX Zip 77033
 Telephone 713 491 7176
 E-Mail _____

Dolores Sanchez

APPLICATION

References

- 1 Name KIM BLEDSOE
 Address CAPITOL
 City HOUSTON State TX Zip 77023
 Telephone (713) 921-2526
 E-Mail _____

- 2 Name DR. J. S. LEE
 Address 2101 CRAWFORD #111
 City HOUSTON State TX Zip 77002
 Telephone 713-752-2311
 E-Mail _____

- 3 Name JACKIE DELOZDER
 Address 10912 E. FREEWAY
 City HOUSTON State TX Zip 77029
 Telephone 713-451-2900
 F-Mail _____



Dr. Irma Guadarrama

APPLICATION

References

- 1. Name Dr. John Ramsey
 Address Ward of Houston
 City Houston State TX Zip 77204-5872
 Telephone 713-763-4766
 E-Mail [REDACTED]

- 2. Name Dr. Janice Wath
 Address Ward of Houston
 City Houston State TX Zip 77304-5872
 Telephone 713-763-1960
 E-Mail [REDACTED]

- 3. Name Dr. Robert Houston
 Address Ward of Houston
 City Houston State TX Zip 77204-5872
 Telephone 713-763-5049
 E-Mail [REDACTED]

APPLICATION

References

- 1. Name: James T. Valle
 Address: 200 Westway
 City: HO State: TX Zip: 77027
 Telephone: 713-821-5871
 E-Mail: _____

- 2. Name: Cathy P. Johnson
 Address: 3836 Richmond
 City: HO State: TX Zip: 77027
 Telephone: _____
 E-Mail: _____

- 3. Name: Bobbie Ann Boyington
 Address: 901 Hammett #29
 City: HO State: TX Zip: 77098
 Telephone: 713-465-0062
 E-Mail: _____

APPLICATION

Charlie Galindo

References

1 Name Dr. D.C. Golden
 Address 1516 Bay Area Blvd.
 City Houston State TX Zip 77058
 Telephone 281.4836185
 E-Mail [Redacted]

2 Name Dr. Douglas Ming
 Address 1210 Camino Village Apt #4005
 City Houston State TX Zip 77058
 Telephone 281.4535839
 E-Mail [Redacted]

3 Name Rene Martinez
 Address 854 Ramada
 City Houston State TX Zip 77062
 Telephone 281.3752744
 E-Mail [Redacted]

Post-it [®] brand fax transmittal memo 7671		# of pages *	
To	Ruben Gonzalez	From	Charlie Galindo
Co	RAUL YEAGUIRE	Co	Charter Renewal
Dept.		Phone #	Application
Fax #	713.6411853	Fax #	

For Dr. Jorge Guerrero

APPLICATION

References

- 1 Name Andres Alons MD
 Address 1311 East Freeway Ste 109
 City HOUSTON State TX Zip 77015
 Telephone 713 455 5531
 E-Mail _____

- 2 Name Donaldo Trillas MD
 Address 1311 East Freeway Ste 109
 City HOUSTON State TX Zip 77015
 Telephone 713 455 6070
 E-Mail _____

- 3 Name Julia de Cueva MD
 Address 910 S. Wayside #100
 City HOUSTON State TX Zip 77023
 Telephone 713 421 7176
 E-Mail _____

For Eddie Hernandez

References

1. Name Dr Carl Mathew
Address 2221 Federal RD
City Houston State TX Zip 77015
Telephone 713-534-2631
E-Mail none

2. Name Gilbert Ramirez
Address 9999 Allen Genoa
City Houston State TX Zip 77035
Telephone 713-991-0026
E-Mail none

3. Name Jorge Cantu Attorney at Law
Address 10440 Hilerock
City Houston State TX Zip 77032
Telephone 713-271-5955
E-Mail none

Foto: Sara Santiago

APPLICATION

References

- 1. Name Veronica Gonzalez
 Address 2800 Hirschfield
 City Houston State TX Zip 77373
 Telephone (281) 528-6114
 E-Mail _____

- 2. Name Marcelino Canche
~~Marcelino Gonzalez~~
 Address 8327 W. Tidwell #605
 City Houston State TX Zip 77040
 Telephone (713) 690-2401
 E-Mail _____

- 3. Name Marisol Vasquez
 Address 1202 Imperial Valley #21
 City Houston State TX Zip 77060
 Telephone (281) 999-0171
 E-Mail _____

ATTACHMENT 20

APPLICATION

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

Full Name of Sponsoring Entity and Name of Proposed Charter School:
Tejano Center for Community Concerns
Raul Yzaguirre School for Success

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

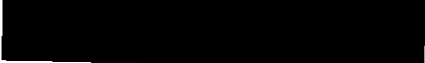
IF ANSWER IS "NO" OR "NONE", SO STATE.

1. Full Name (Initials Not Acceptable): Daniel Abrego JR.

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

b. Maiden Name (if female) N/A

c. Other names used at any time Danny

3. Social Security Number: 

4. Date and Place of Birth: 6/11/66

5. Business Address: 2323 Clearlake City Blvd. suite 180-231 Houston, 77062
Business Telephone: 713-201-9804

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
9/29/00	2503 Evergreen Bay ct	Houston, TX.	77062
11/1/91	6649 Park Lane	" "	77023
11/70	7922 Fillmore	" "	77029

7. Education: Dates, Names, Locations and Degrees

College N/A

Graduate Studies N/A

Others 1980-1984 Lutheran High South, Houston, TX. Highschool Diploma

APPLICATION

8. List Membership in Professional Societies and Associations: Tejano Center Retail Grocers Association, Bay Area Chamber of Commerce Real Estate Investment Club of Houston

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

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

DATES	EMPLOYER	ADDRESS	TITLE
1983-1985	El Puerto Rest.	8023 Stehman	Assistant MGR.
8/84-Present	Supermercado Subsa Inc.	2102 McCarty	U.P. / CO-OWNER
1986-Present	Abrego Properties	"	OWNER

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

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

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

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

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): 12/97, Texas Real Estate Commission

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

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

16. Have you ever been adjudged bankrupt? NO

APPLICATION

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

If yes, give details: _____

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? NO YES If so, please furnish details: I am being sued civilly in civil court by a person that I sold a house.

Dated and signed this 31 day of October 10 2000 at Tejano Center

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

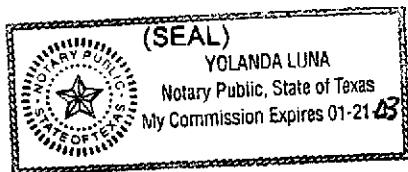
(Signature of Affiant)

State of Texas
County of Harris

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

Subscribed and sworn to before me this 31st day of October 2000

[Signature]
(Notary Public)
My commission expires 01-21-03



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

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____

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

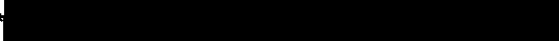
IF ANSWER IS "NO" OR "NONE", SO STATE.

1. Full Name (Initials Not Acceptable): Charles Galindo Jr.

2. Have you ever had your name changed? _____ If yes, give reason for the change: _____

b. Maiden Name (if female) _____

c. Other names used at any time _____

3. Social Security Number 

4. Date and Place of Birth: 06/05/56 San Antonio, TX

5. Business Address: MC: C23 16055 Space Center Blvd, Ste 725 Houston TX 77062
Business Telephone: 281.493.5771

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

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>Current</u> <u>(last ten years)</u>	<u>4923 Dollar Reef</u>	<u>Dacula, TX</u>	<u>77518</u>

7. Education: Dates, Names, Locations and Degrees

College St. Mary's University, BS Geology

Graduate Studies UH Clear Lake M.S. Physical Science

Others _____

8. List Membership in Professional Societies and Associations: Society of Hispanic Professional Engineers

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

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

DATES	EMPLOYER	ADDRESS	TITLE
00-1984	Hernandez Engineering		Senior Scientist
	Lockheed Eng. & Sci. Co		Scientist
	Northrop Services		Sr. Associate Scientist
(ALL @ NASA-JSC contract changes)			
1983-80	NL Industries - Houston, TX		Wellsite Geologist

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

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

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

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

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

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

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

16. Have you ever been adjudged bankrupt? no

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

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

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

Dated and signed this _____ day of _____, 19____, at _____

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

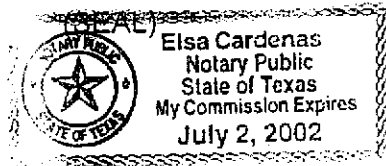
(Signature of Affiant)

State of TEXAS
County of HARRIS

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

Subscribed and sworn to before me this 13th day of October, 2000

Elsa Cardenas
(Notary Public)
My commission expires 7-2-2000



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

Full Name of Sponsoring Entity and Name of Proposed Charter School: Raul Yzaquirre
School for Success

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

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

1. Full Name (Initials Not Acceptable): David Massin

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

b. Maiden Name (if female) _____

c. Other names used at any time N/A

3. Social Security Number*: 

4. Date and Place of Birth: 12-17-66 St. Louis, Missouri

5. Business Address: 700 Rusk Suite 120 Houston, Texas 77002
 Business Telephone: 713-225-7808

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
<u>1/97 - Present</u>	<u>4110 Stillwater Dr.</u>	<u>Missouri City, Texas</u>	<u>77459</u>
<u>6/95 - 12/96</u>	<u>2020 Chimney Rock</u>	<u>Houston, Texas</u>	<u>77056</u>
<u>12/93 - 5/95</u>	<u>4015 Underwood</u>	<u>Houston, Texas</u>	

7. Education: Dates, Names, Locations and Degrees

College 9/85 - 5/89 Tulane University - New Orleans, Louisiana
Bachelor of Science in Management with a concentration in Accounting
 Graduate Studies _____

Others _____

8. List Membership in Professional Societies and Associations: Membership Committee Member -
The Houston Club

9. Present or Proposed Position with the Proposed Charter School: Chairman of Paul Yzaguirre
School Board. Vice Chairman of Tejano Center for Community Concerns. Finance
Committee Chair.

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

DATES	EMPLOYER	ADDRESS	TITLE
7/99 - Present	Northern Trust Bank	700 Bush, Ste. 120 Houston, Texas 77002	Vice President
6/89 - 7/99	Wells Fargo Bank	1000 Louisiana	Vice President
Prior to 1989 - Full time Student			

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

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

12. a Have you ever been in a position which required a fidelity bond? Yes If any claims were made on the bond, give details: N/A

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

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): Series 7 #63 Security License

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

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

16. Have you ever been adjudged bankrupt? No

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

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

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

Dated and signed this 5 day of October, 19 2000, at Tejano Center for Community Concerns

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

David Nassin
(Signature of Affiant)

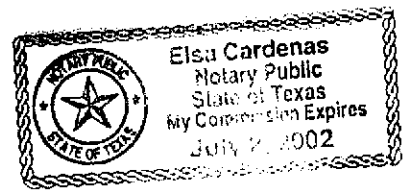
State of Texas
County of Harris

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

Subscribed and sworn to before me this 13th day of October, 2000

Elsa Cardenas
(Notary Public)
My commission expires 7-2-2000

(SEAL)



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

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____

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

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

1. Full Name (Initials Not Acceptable): Irma Guadarrama

2. Have you ever had your name changed? Yes If yes, give reason for the change: marriage

b. Maiden Name (if female) _____

c. Other names used at any time Irma Williams

3. Social Security Number*: [REDACTED]

4. Date and Place of Birth: 1-3-49 Cd. Juárez, México

5. Business Address: Univ of Houston - College of Education
Business Telephone: 713-743-4976

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
June 2000 - present	4737 Jefferson	Houston TX	77023
July 1995 - June 2000	3031 Golden Hills	Missouri City TX	77459
July 1987 - July 1995	Love Circle	Lake Worth TX	

7. Education: Dates, Names, Locations and Degrees

College Texas Christian Univ. Ft Worth TX
Bachelor's degree

Graduate Studies UT San Antonio - San Antonio TX
Master's degree; UT Austin - Ph.D.

Others _____

8. List Membership in Professional Societies and Associations: American
Educational Research Assoc.

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

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

DATES	EMPLOYER	ADDRESS	TITLE
1995-present	U of Houston	College of Ed.	Assoc. Prof.
1990-1995	Texas Women's Univ.	Denton TX	Prof
1986-1990	Texas Wesleyan Univ.	Fort Worth TX	Prof
1982-1986	UT Austin	Austin	Lecturer

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

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

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

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? _____
If yes, give details: _____

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): Texas Teaching Certificate - 1971

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

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

16. Have you ever been adjudged bankrupt? NO

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

If yes, give details: _____

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

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

Dated and signed this 5th day of October, 18 2000, at _____

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

Irma Guadarrama
(Signature of Affiant)

State of Texas
County of Tarrant

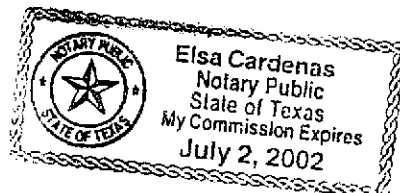
Personally appeared before me the above named Irma Guadarrama personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 13th day of October, 192000

Elsa Cardenas
(Notary Public)

My commission expires 7-2-2000

(SEAL)



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

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____
TEJANO CTR. FOR COMMUNITY CONCERNS
RAUL YZAGUIRRE SCHOOL FOR SUCCESS

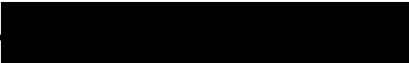
In connection with the above-named organization and charter school application, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any questions fully.)

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

1. Full Name (Initials Not Acceptable): DOLORES GOMEZ SANCHEZ

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

b. Maiden Name (if female) GOMEZ
 c. Other names used at any time _____

3. Social Security Number 

4. Date and Place of Birth: PALACIOS TX 1-18-46

5. Business Address: 910 S. WAYSIDE # 100
 Business Telephone: 913 921-7176

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

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>1973-PRESENT</u>	<u>4015 CUTANES</u>	<u>PASADENA TX</u>	<u>77504</u>

7. Education: Dates, Names, Locations and Degrees

College SAN JACINTO JR. COLLEGE

Graduate Studies _____

Others BUSINESS & TAX - ACCOUNTING

8. List Membership in Professional Societies and Associations: NOTARY ASSOCIATION

9. Present or Proposed Position with the Proposed Charter School: BOARD MEMBER

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

DATES	EMPLOYER	ADDRESS	TITLE
7-87 / 9-91	SOUTHEAST IMAGING CTR	HOUSTON TX	OFFICE MGR
9-91 / 4-99	NORTH HOUSTON IMAGING CTR	HOUSTON	OFFICE MGR
1-00 / PRESENT	PARKVIEW MEDICAL	"	"

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

12. a Have you ever been in a position which required a fidelity bond? NO if any claims were made on the bond, give details: _____

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

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

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

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? _____ If yes, give details: _____

16. Have you ever been adjudged bankrupt? NO

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

If yes, give details: _____

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

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

Dated and signed this 5th day of OCTOBER, 192000, at _____

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

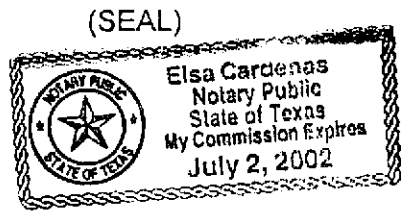
Dolores Gomez Sanchez
(Signature of Affiant)

State of TEXAS
County of HARRIS

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

Subscribed and sworn to before me this 13th day of October, 192000

Elsa Gardenas
(Notary Public)
My commission expires 7-2-2002



APPLICATION

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____

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

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

1. Full Name (Initials Not Acceptable): Ramon G. Garza

2. Have you ever had your name changed? NO if yes, give reason for the change: _____

b. Maiden Name (if female) _____

c. Other names used at any time _____

3. Social Security Number: [REDACTED]

4. Date and Place of Birth: 8-31-68 Mexico

5. Business Address: 779 Normandy #120 Houston TX 77015

Business Telephone: 713-451-1733

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

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>

7. Education: Dates, Names, Locations and Degrees

College _____

Graduate Studies _____

Others Galena Park High School 1986

APPLICATION

8. List Membership in Professional Societies and Associations: Houston Board Realtor
TEXAS Board Realtors National Board Realtors

9. Present or Proposed Position with the Proposed Charter School: Board member
Housing Board Pres.

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

DATES	EMPLOYER	ADDRESS	TITLE
6-98-Pres	Remax	779 Normandy	Realtor
12-97-6-98	Stamo Realty	818 Parker	Realtor
4-94-12-97	S&B	Broadway	Foreman

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

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

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

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

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

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

16. Have you ever been adjudged bankrupt? NO

APPLICATION

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

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

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

Dated and signed this 31 day of Oct
182000 at _____

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

Ramon G. Carzo
 (Signature of Affiant)

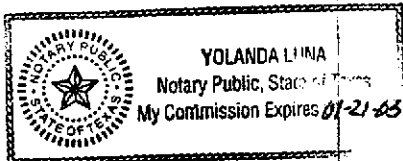
State of TEXAS
 County of HARRIS

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

Subscribed and sworn to before me this 31st day of October
2000

(SEAL)

[Signature]
 (Notary Public)
 My commission expires 01-21-03



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

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____

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

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

1. Full Name (initials Not Acceptable): Patricia Gayle Hamilton

2. Have you ever had your name changed? Yes If yes, give reason for the change: marriage

b. Maiden Name (if female): Hamilton
c. Other names used at any time: _____

3. Social Security Number: 

4. Date and Place of Birth: Phila, Pa

5. Business Address: 3100 Wesleya #445
Business Telephone: 713-623-8891

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
<u>1998-2001</u>	<u>Cornel Lane</u>	<u>Hou Tx</u>	<u>77027</u>
<u>1976-1998</u>	<u>Expressed Drive</u>	<u>Spring, Tx</u>	<u>77273</u>

7. Education: Direct Names, Locations and Degrees
College: American Univ, Was DC, 1962-66
Graduate Studies: BA Pol Science, Sam Houston State U., Huntsville 1969-70
M.Ed

APPLICATION

8. List Membership in Professional Societies and Associations: AFT, IFT, AFL-CIO

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

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

DATES	EMPLOYER	ADDRESS	TITLE
1990 - Present	HFT	3906 Wiles Lane Houston, TX 77027	President

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

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

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

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

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

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

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

16. Have you ever been adjudged bankrupt? No

APPLICATION

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

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

19. Are you now or have you been, within the past five years, a plaintiff or defendant in any lawsuit? Yes - In my capacity
If so, please furnish details: Representing the Houston Federation of Teachers

Dated and signed this 31 day of October

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

Carla Hall
(Signature of Affiant)

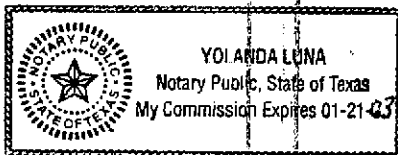
State of Texas
County of Dallas

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

Subscribed and sworn to before me this 31st day of OCTOBER, 192000

(SEAL)

[Signature]
(Notary Public)
My Commission Expires 01-21-03



APPLICATION

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: Tejano Center
for Community Concern
Paul Azaguirre School for Success

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

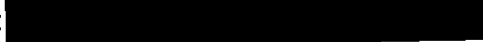
IF ANSWER IS "NO" OR "NONE", SO STATE.

1. Full Name (Initials Not Acceptable): Eddie H. Hernandez

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

b. Maiden Name (if female) _____

c. Other names used at any time _____

3. Social Security Number: 

4. Date and Place of Birth: 1-27-44 Victoria Texas

5. Business Address: 2703 Shaver Pasadena TX 77506
Business Telephone: 713-473-4733

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
5-23-72 to present	2311 Lillian St	Pasadena TX	77502

7. Education: Dates, Names, Locations and Degrees

College San Jacinto 1964-1965 - Spencer Hwy
Associates

Graduate Studies General Subjects

Others Commonwealth college Medical technologies
USING insurance agency College
WVCF

APPLICATION

8. List Membership in Professional Societies and Associations: The National Association of Life Underwriters, Pasadena Radio As
ASSOCIATION OF LIFE UNDERWRITERS, PASADENA RADIO AS
ASSOCIATION OF LIFE UNDERWRITERS, PASADENA RADIO AS
ASSOCIATION OF LIFE UNDERWRITERS, PASADENA RADIO AS
 9. Present or Proposed Position with the Proposed Charter School: Board member

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

DATES	EMPLOYER	ADDRESS	TITLE
	<u>Self employed</u>	<u>Hernandez</u>	<u>and Associates Inc.</u>

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

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

b. Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? NO if yes, give details:

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): 1978 license with Texas Department of Insurance

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

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

16. Have you ever been adjudged bankrupt?

APPLICATION

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

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

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

Dated and signed this _____ day of October 2000, at _____

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

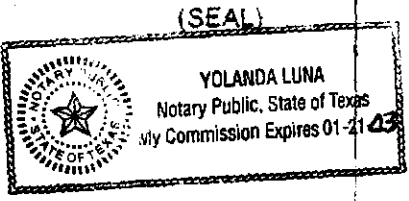
[Signature]
(Signature of Affiant)

State of Texas
County of Dallas

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

Subscribed and sworn to before me this 31st day of October, 19 2000

[Signature]
(Notary Public)
My commission expires 01-21-03



APPLICATION

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

Full Name of Sponsoring Entity and Name of Proposed Charter School:
RAUL YAGUIZABE SCHOOL FOR SUCCESS

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

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

1. Full Name (Initials Not Acceptable): DR. JORGE GUERRERO

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

b. Maiden Name (if female) N/A

c. Other names used at any time N/A

3. Social Security Number: [REDACTED]

4. Date and Place of Birth: 3-05-48 MEXICO CITY MEXICO

5. Business Address: 910 S. WAYSIDE # 100 HOUSTON TX 77023

Business Telephone: 713-921-7176

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

DATE	ADDRESS	CITY AND STATE	ZIP CODE
<u>2-98 to 5/94</u>	<u>10907 PALMA</u>	<u>HOUSTON TX</u>	<u>77024</u>
<u>5/94 TO PRESENT</u>	<u>5847 JOLIVER #320</u>	<u>HOUSTON TX</u>	<u>77057</u>

7. Education Dates, Names, Locations and Degrees

College: CURRICULUM VITAE ATTACHED

Graduate Studies:

Others:

APPLICATION

8. List Membership in Professional Societies and Associations: AM. ACADEMY OF FAMILY PHYSICIANS, SOUTHERN MEDICAL ASSOC., TX MEDICAL ASSOC., LIBERTAS COUNTY MEDICAL ASSOC.

9. Present or Proposed Position with the Proposed Charter School: BOARD MEMBER

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

DATES	EMPLOYER	ADDRESS	TITLE
<u>1985</u>	<u>SELF-EMPLOYED</u>		<u>PHYSICIAN</u>
<u>T. PRESENT</u>			

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

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

b. Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? NO
If yes, give details _____

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

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

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

16. Have you ever been adjudged as a trust? YES REORGANIZATION - RELEASED 9-00.

APPLICATION

17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or not contedere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency?

If yes, give details: DISCIPLINARY - STATE BOARD MEDICAL EXAMINERS
(LETTER ATTACHED)

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? YES. If so, please furnish details: AS A PHYSICIAN I HAVE HAD A COUPLE OF LAWSUITS OF WHICH BOTH WERE RESOLVED WITHOUT FINDINGS OF WRONG ON MY BEHALF.

Dated and signed this 31st day of OCTOBER
19, 2000 at 2105 WINDYME 200 WINDYME 75 COUNTY HARRIS

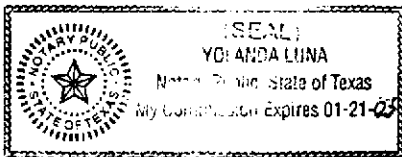
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

(Signature of Applicant)

State of Texas
County of HARRIS

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

Subscribed and sworn to before me this 31st day of OCTOBER 2000



[Signature]
Notary Public
My commission expires 01-21-03

CURRICULUM VITAE

JORGE GUERRERO, M.D.

PERSONAL

Date of Birth: March 5, 1948
 Place of Birth: Mexico City, Mexico

EDUCATION

1982-1985 Family Practice Residency University of Tx,
 San Jacinto Methodist, Bayton, Tx
 1968-1974 Universidad Nacional Autonoma de Mexico,
 Mexico City, Mexico
 1966-1967 San Jacinto College, Houston, Tx
 1962-1966 Milby High School, Houston, Tx

MEDICAL EXPERIENCE

1992-Present Family Practice, Industrial Medicine,
 Parkview Medical, Houston, Tx
 1991-1992 Family Practice, OB/GYN,
 Harrisburg Medical Center, Houston, Tx
 1987-1992 Family & Industrial Medicine,
 Lorraine Medical Center, Houston, Tx
 1985-1987 Family Practice Associate,
 Parkview Clinic, Houston, Tx
 1983-1985 Residency in Family Practice,
 San Jacinto Methodist Hospital, Baytown Tx
 1982-1983 Internship, Memorial Southwest Hospital, Houston, Tx

HOSPITAL AFFILIATIONS

Columbia East Houston Medical Center, Houston, Tx
 Doctors Hospital Tidwell, Houston, Tx

PROFESSIONAL ORGANIZATIONS and SPECIAL RECOGNITIONS

American Academy of Family Physicians
Southern Medical Association
Texas Medical Association
Harris County Medical Society
Hispanic American Medical Association of Houston
Mexican Consulate in Houston: Award for Assistance in the
Guadalajara Relief Mission

Chief of Staff
Doctors Hospital East Loop
1987-1990

Member of Executive Committee
1992-1997

Chairman of Emergency Room Services
1994-1997

Member of Board of Trustees
Columbia East Houston Medical Center
1996 to present

EXAMINATIONS PASSED

1985 Texas State Board Medical Examination
(Federal Licensure Examination)
1981 Educational Commission for Foreign Medical Graduates
(ECFMG) Examination

In order to conceal personal information,
the result of a Criminal History Check
has been withheld.

For more information, please contact:

Texas Education Agency
Division of Charter Schols
1701 N Congress Ave
Austin, TX 78701
512-463-9575 Phone
512-463-9732 Fax

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

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

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

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

1. Full Name (Initials Not Acceptable): Sara Santiago

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

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

3. Social Security Number: 

4. Date and Place of Birth: 12/27/68 Houston Texas

5. Business Address 8826 Ariel Houston TX 77074
Business Telephone: (713) 854-8872

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
	<u>704 Braemarwood</u>	<u>Houston TX</u>	<u>77060</u>

7. Education: Dates, Names, Locations and Degrees
College U of H 87-89
Graduate Studies
Others

8. List Membership in Professional Societies and Associations: _____

9. Present or Proposed Position with the Proposed Charter School: _____

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

DATES	EMPLOYER	ADDRESS	TITLE
1-1-00 - 10/1/00 (Self Employed)	OFSCME	2602 S. 1st St. Portland	Bus. Rep.
5/91 - 10/99	TWCC	1435 N. W. 1st	Customer Rep.

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

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

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

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

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

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

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

16. Have you ever been adjudged bankrupt? NO

APPLICATION

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

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

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

Dated and signed this _____ day of _____ 19____ at _____

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

[Signature]
(Signature of Affiant)

State of TEXAS
County of HARRIS

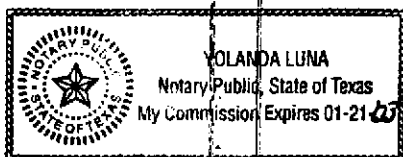
Personally appeared before me the above named SARA SANTIAGO personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 31st day of OCTOBER 2000

[Signature]
(Notary Public)

My commission expires 01-21-03

(SEAL)

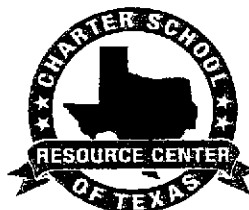
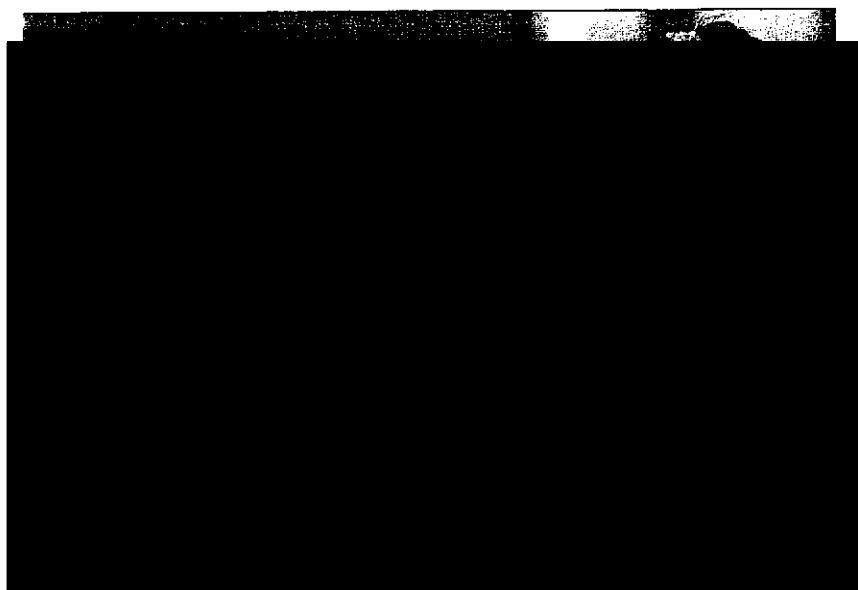


ATTACHMENT 21

Portraits

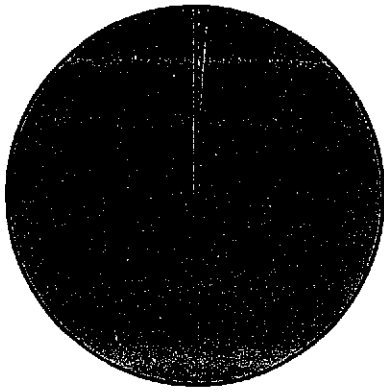
of Selected

Texas State-Approved Charter Schools



Raul Yzaguirre Charter School for Success

Houston ★ ★ ★ ★ ★ ★ ★ ★ ★ ★



Student Snapshot		%
White	1	
African-American	0	
Hispanic	99	
Other	0	
Economically Disadvantaged	86	
Special Education	45	

School Statistics 2000 – 2001	
Founded	1996
Grades	Pre-K to 12
Enrollment	600
Number of teachers	32
Student/Teacher Ratio	19:1
Annual Operating Budget	\$3,400,000
Per-pupil expenditure	\$5,667
Daily Schedule	8:00 a.m. – 5:00 p.m.
Days of Instruction	180
Contact	Richard Farias
Phone	(713) 644-2340

Raul Yzaguirre, one of the first 20 charter schools approved in Texas, was founded in 1996 on an important premise: "The benefits of education are essential to a free and democratic society." Named for one of the most widely recognized national leaders in the Hispanic community, the school continues Mr. Yzaguirre's mission of improving educational opportunities in a community that is primarily Hispanic. Like many other charter schools, Raul Yzaguirre has been creative in securing its facilities. Its present location, a remodeled community center, includes a former church, a gym, and rental apartments that generate revenue for the school. In Fall 1999, the school added grades Pre-K through 5, making it a complete Pre-K to 12 charter.

The school's mission statement, rules for behavior, and objectives for learning are displayed prominently in each classroom. The charter runs on an extended day schedule with academics ending at 3:30 p.m. followed by "Power Period", during which students are encouraged to participate in sports, social activities, student government, anger management, cultural arts, tutorials, technology, and community service. There also are Saturday classes for students who desire extra help.

Technology is an integral part of the curriculum. All students take computer literacy courses in two well-equipped computer labs. A systematic multimedia approach to the development of reading, math, and writing skills accelerates learning. The school plans to extend Internet capabilities and distance learning opportunities for students desiring to work at a faster pace.

Raul Yzaguirre's high school, or Senior Academy, boasts several unique features. Through its partnership with Texas Tech University, students may enroll in self-paced courses for dual credit. Night classes are available for students who want to graduate but are employed during the day. Along with their high school diploma, students can concurrently pursue vocational/technical certification in their chosen career field.

"Our ultimate goal is for our students to become critical thinkers and lifelong learners."

— Richard R. Farias
Founder & CEO

TAAS 2000 Scores: Percent Passing

	Reading	Math
Fourth Grade	100	86
Fifth Grade	65	91
Sixth Grade	69	76
Seventh Grade	73	77
Eighth Grade	83	75

Parent involvement plays an integral role in the school's success. The parents seek strong academics and a safe environment for their children. Most families give 36 hours of service per year to school activities including upkeep of the buildings and grounds, fundraising projects for needed equipment, and maintenance of the cafeteria. The PTO assists with cooking and serving lunch to the students.

Teachers at Raul Yzaguirre receive intensive training and exceptional support from school administration, parents, and community members. A planning matrix for each course at each grade level outlines weekly and monthly learning and instructional objectives that students and teachers must meet. The small class size, while beneficial to the students, also is a morale booster for the teachers.

President Richard Farias, head of the Tejano Center in East Houston and founder of Raul Yzaguirre Charter School stated, "Charters are the greatest vehicle for educational reform in this country. It is the first real opportunity for improving education and empowering the community. We are proud to be a part of this renaissance and intend to become one of the premier charter schools in the country."

The Raul Yzaguirre

Charter School for Success

APPLICATION

"A place where our kids can succeed!"

"The Raul Yzaguirre School would be an asset to students who live in the East End."

State Senator
Mario Gallegos

Approved by the State Board of Education in April, 1996, the Raul Yzaguirre Charter School for Success is a school unlike any other in Texas today. The school will serve children of the East End who would otherwise attend Edison and Jackson Middle Schools.

"A place where our kids can succeed," the Yzaguirre school will accept 100 students during the 1996-1997 school year and 200 during the 1997-1998 school year. School population will be capped at 200.

The students of the Yzaguirre school will receive intense, specialized instruction. There will be 20 students in each class. The SAME teachers will work with the students all day, in all subjects. Yzaguirre teachers will KNOW their students. Instruction will be reading intense. Students at the Yzaguirre school will spend a minimum of 90 minutes a day developing reading skills.

Another 90 minutes each day will be spent on language arts instruction. We believe at Yzaguirre that without the ability to read and write, students will continue to become frustrated and drop out of school. Yzaguirre WILL break this cycle. Our teachers believe all children can learn.

Raul Yzaguirre will be more than a school. It will be a safe environment that supports the intellectual, physical and cultural growth of our children.

The academic school day will consist of seven and one half hours of instruction and will end at 3:30 p.m. From

3:30 until 5:30 p.m., Monday through Friday, the students of Yzaguirre will participate in a wide variety of programs designed to keep our children active and involved during the hours immediately following the school day.

Programs that range from sports activities, tutoring and mentoring, community service projects, JROTC and scouting will all be offered to the students of Yzaguirre.

The success of Yzaguirre is directly related to the involvement of parents in their children's education. Parents of Yzaguirre students will be required to sign a letter agreeing to participate in their child's education and monitor their success in school and at home. We at Yzaguirre need the assistance

and active participation of parents. To help parents, all staff will be bilingual.

The Raul Yzaguirre Charter School for Success will provide East End children an environment which allows them to grow intellectually, culturally and physically. The school will be administered by the Tejano Center for Community Concerns and will be a place where our students can learn, but more importantly, "A place where **OUR** kids can succeed."

"The dedication of the Tejano Center to the children of the East End is profound."

Rosie Zamora,
Houston Endowment

"I am a firm believer that the middle school years are critical to our youth . . . and I am supportive of your project."

Mayor Bob Lanier

"You can be assured that the National Council of LaRaza will take a personal interest in the success of this venture."

Raul Yzaguirre,
President-NCLR

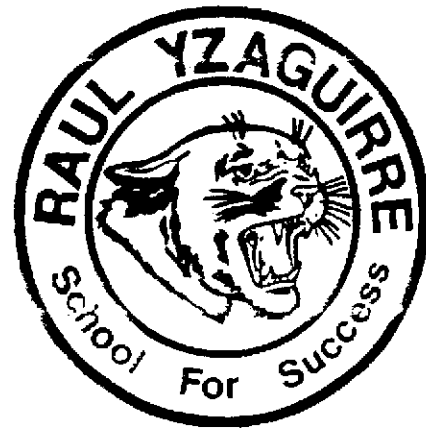
304

The Raul Yzaguirre Charter School for Success does not discriminate against entering the school because of disability, race, creed, color, gender, national origin, religion, ancestry, or need for special education services.

RAUL YZAGUIRRE

APPLICATION

School for Success



Failure is not an option. Every child can and will succeed!

COMMUNITY

We do not just work for our community; we work with it. Our parents agree to work 36 hours at the school or in a school-related activity each year, providing valuable services and helping us reduce school costs. Their work ethic filters down to their children: Our daily attendance rate is 98%, a figure unheard of in any public school where 97% of students are either high-risk or from low-income families.

DISCIPLINE

Our commitment to discipline paves the way for top results. We expect our students to respect their teachers and each other. While other schools experience frequent problems with drugs and gangs, our small class size, savvy faculty and supportive community have kept these realities of urban life away from our campus. Better classroom conduct helps teachers to focus on their most important job—teaching!

ACCOUNTABILITY

Financial and student accountability is high and in accordance with TEA requirements. Less overhead allows for greater student and classroom impact than in a traditional school.

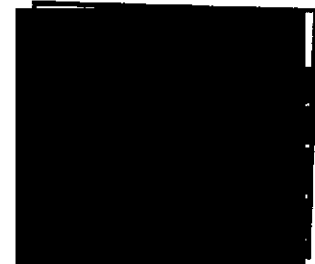
FACULTY

The best route to academic success is no secret: good teachers can focus more on students who need reinforcement. In an era with far too many burned out teachers, our faculty is regrestingly young, energetic and diverse. Allow them to be different; innovate to educate! Our maestros are our front line in

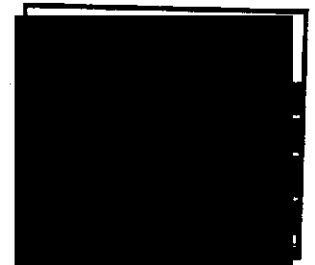
the war to educate our children.

EXTRACURRICULARS

School does not end early at RYSS. Our students remain on campus for an extended day program each afternoon, focusing on character-building activities at a time of day when too many kids get into trouble. We offer them tutorials, cultural arts, peer mediation, computer literacy, student government, cheerleading, basketball and boxing. ...And by the way, journalism is another of our extended day activities. Hats off to Ms. Hardy and her students for helping us with this brochure!

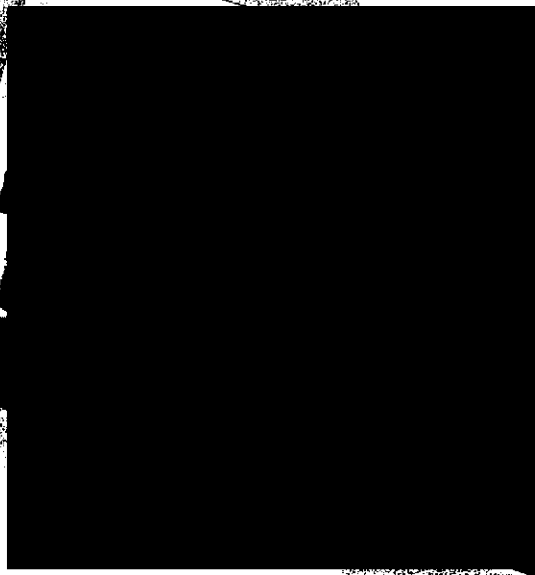


BASKETBALL TEAM



CHEERLEADER SQUAD

OUR STUDENTS



Prudential Corp. presents check to Charter School



The Prudential Insurance Company presented a \$3,000 check to the Raul Yzaguirre Charter School for Success to support the new operation of the school which targets 7th and 8th grade at high risk youths from the Eastside of Houston. The check was presented this November 13, 1996.

The Raul Yzaguirre School is one of 20 new charter schools in Texas which were authorized by the State Legislature in 1995. According to Adriana Tamez, School Director, "Given the low TAAS scores and the high dropout rate in our community and especially among Hispanics, the Raul Yzaguirre School is committed to better preparing our youth for high school. We are working very hard to begin to change a trend that is simply unacceptable." Richard R. Farias, President & CEO, added, "Charter Schools are the most promising vehicle for education reform in this country. We very much appreciate Prudential and others who are coming to the table to help support our children's education."

Raul Yzaguirre

Charter School for Success

The Raul Yzaguirre Charter School for Success was inaugurated October 10, 1996.

Named after Raul Yzaguirre, President and CEO of the National Council of La Raza, the Charter School for Success is unlike any other in Texas today.

Keynote speaker at the inauguration was Raul Yzaguirre. He is considered one of this country's most eloquent and influential leaders on matters of concern to Hispanic Americans. Addressing the audience in English and Spanish, Yzaguirre expressed his gratitude and the honor it was to have the school named after him. He stressed to parents that their children's success is dependent on them. To the kids, he said, "The amount of time you invest in yourself today will greatly determine your success in the future." He stressed that they be active participants in their success. Yzaguirre also suggested they take up productive activities such as reading, playing an instrument, chess or any other activity that they find interesting. He assured them that active participation would greatly increase the chance of success. Yzaguirre said that the opening of the school is about us,

"The amount of time you invest in yourself today will greatly determine your success in the future."

Raul Yzaguirre

our community, taking control of our own destiny.

Among the speakers were John Salinas, Chairman of the Board of Tejano Center for Community Concerns, Adriana

Tamez, Director of Education at Yzaguirre, Master and Mistress of Ceremonies

(students at Yzaguirre), and (also a student) who had the honor of introducing Mr. Yzaguirre.

"We will show them that our kids can do as well as other kids."

Richard Farias

A special address was given by Richard Farias, President and CEO of Tejano Center for Community Concerns. Mr. Farias expressed his pride in the school and the students and stated that these kids are our future. He pointed out that too many of our children are dropping out of school. The Raul Yzaguirre School is a step forward in the future of these kids, many who are labeled as at risk of dropping out. He said, "We will show them that our kids can do as well as other kids." In closing he expressed the need for the community's assistance and participation in making the school a success.

Students at Yzaguirre receive specialized instruction with an emphasis on reading and language arts instruction. The school also provides after hour programs designed to keep the children active and involved in various activities, including community service projects, sports, mentoring and tutoring. Enrollment is limited to 100 children in 1996-97, with a cap of 200 in 1997-98. The school's goal is to provide students an environment that will allow them to grow intellectually, physically and culturally.

Outlook

Items on this page do not necessarily reflect the opinions of the Houston Chronicle

Charter schools triumphing as public ones fail

By RICHARD FARIAS

In recent months Hispanic frustration with the Houston Independent School District has reached an all-time high, but it is hardly new. The current administration and school board fit into a long line of HISD leadership, extending back for decades, that hasn't been sufficiently competent to address the educational needs of Hispanics. In the final analysis, this may require radical change.

The simple, long-standing situation is bleak: Houston's inner-city students typically attend overcrowded, understaffed and gang-infested schools. Teachers and front-line supervisors are trying to educate, discipline and counsel more and more Hispanic students, but generally lack the involvement and support of the Hispanic community, which has been excluded from the system.

More than half of our Hispanic students do not graduate. They quietly slip from the mainstream to the margins, then out of the schools. Then, all too often, they end up impoverished, sick or incarcerated at public expense.

Historically, Hispanics are famous for their endurance and patience. But for more and more Hispanics, time has run out. In Houston and across Texas, Hispanics and others are turning to charter schools, which strive to answer the unanswered dilemma of public education.

I believe charter schools are having a wholesome effect on the lives of the students who enrolled in them. Charters are helping regular public schools by lightening

Farias is the president and chief executive officer of the Raul Yzaguirre Charter School for Success in Houston's East End.

student overload. Charters are serving as laboratories for educational innovation by cutting through rivers of red tape to quickly implement new approaches to student learning.

In 1996, with the help of a host of educators and input from Houston's East End community, Tejano Center founded one of the state's first charter schools, the Raul Yzaguirre School for Success, or RYSS, with a simple credo: Failure is not an option, every child can and must succeed.

Starting with the widely held view that middle school students are most at risk, RYSS opened with 100 seventh- and eighth-graders. In its second year it doubled enrollment to 200 students in sixth, seventh and eighth grade. In the third year we doubled again with 400 students, grades six through 10. This year, we became all-inclusive, with 600 students in grades pre-K through 12. Believing that in education smaller is better, we intend to hold at this number. We typically have only 20 students per class, whereas typical HISD classes can have more than 30. The advantages that come from our small-scale, community-oriented approach are significant:

■ **Parental involvement.** Each student's parents are required to volunteer 36 hours of service to the school. Their labor helps with campus tasks that would otherwise eat up a limited budget, but more important, they bring our families to a feeling of ownership. They consider the RYSS their

school, by reason of their efforts; they expect their children to emulate them. Students and families become empowered.

■ **Teacher involvement.** We attract a younger, more computer-savvy corps of teachers. Many of them are the kind of unconventional people who find the by-the-numbers approach of mainstream schools maddening. By giving them the leeway to innovate, coupled with student numbers they can work with, we deliver an all-important message: We need educators, not "educrats".

■ **High student attendance.** With the involvement and support of so many adults, the students join in. The RYSS enjoys 98 percent average daily attendance, a figure unheard of in regular public schools. And the school day is longer — students must remain for extended day programs such as tutoring, anger management, cheerleading and journalism that build skills and character while providing supervision.

■ **Improved TAAS scores.** While they're in school they're learning. Our students have scored 18-20 percent higher on TAAS tests than the students attending the local schools they came from. Our school hasn't accomplished these things with a stacked deck. More than two-thirds of our students are classified at-risk.

Too many regular public school administrators view charter schools as competition. I prefer to see us as a wake-up call. Rather than line up against us, I hope they'll correct the problems that impelled our students and their parents to come to us in the first place. Our principles of flexibility, small-scale and community involvement are lessons that all our school leaders must learn — and the sooner the better.

Your Neighborhood Houston Chronicle

ThisWeek

Wednesday, June 28, 2000

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ZONE 8

SOUTH/ALMEDA/HOBBY

COMMUNITY DIGEST

East End charter school achieves success

By RONALD BOYCE WALKER
Chronicle correspondent

The Raul Yzaguirre Charter School takes a distinct community-oriented approach to education that is achieving success with at-risk youth in east Houston.

With an average daily attendance rate of 97 percent, and 95 percent of parents participating in school-related services, the predominantly Hispanic school is defying the odds that children living in neighborhoods with gang activity and drug use cannot succeed in public

school.

The school has had no incidents of violence or known gang activity since opening about three years ago. Texas Assessment of Academic Skills scores have improved, and several adult education programs affiliated with the school are helping foster a community environment that nurtures education, said Richard Farias, president of the Tejano Center for Community Concerns, which opened the school in September 1998.

"The founding of the charter school was in response to what I consider very serious concerns in the East End area of high dropout problems, delinquency,

gang activity, drugs and overcrowded classrooms. By starting the Yzaguirre school, I believe we are tackling the problems head-on," Farias said.

"We have 600 students in grades pre-kindergarten through 12, and about 98 percent of our children are Hispanic, with about 1 percent African-American and 1 percent Anglo," Farias said.

The school teaches all basic subjects and conducts the TAAS test.

The school is one of several East End Plan projects conducted with the collaborative efforts of the City of Houston, the federal government and concerned citizens.

Recently, the school was awarded a \$92,000 grant from the Texas Infrastructure Fund Board for computer and cable installation at the school.

Also, the Tejano Center for Community Concerns has submitted a \$300,000 U.S. Department of Education 21st Century Community Learning Grant to support the school's computer technology needs.

Tejano Center officials say they are still awaiting word on whether they will be awarded the grant. Farias said a decision on the grant should be forthcoming.

See CHARTER on Page

FROM THE FRONT

Charter

Continued from Page 1.

ing this summer.

The charter school campus, which totals 7.5 acres, is located at a former church and private school site at 2950 Broadway.

The campus also includes 16 multi-family rental units and four single-family units.

Chase Bank of Texas provided financing for the property acquisition totaling \$2.3 million. A formal dedication ceremony for the charter school was held in February.

The school is located in a residential neighborhood, Park Place, within the boundaries of the city of Houston's Park Place/Shady Park Neighborhoods to Standard area.

The project includes bayou frontage on Pines Gully and could be developed as a nature trail. The 7.5-acre site includes ample land for future expansion, Houston city officials said.

"We are a small school, but we are able to better address individual needs of students, and we have some requirements in place that make it much more conducive for parents who want to be involved in the education of their children," Farias said.

The school takes a multi-faceted approach that incorporates education, community and family needs in one package. This approach has encouraged greater participation of parents in their children's education, a crucial factor in academic success, Farias said.

a safe, constructive place for younger children to stay after the regular school day is completed.

The school has smaller classes than many public schools serving such communities, with a 20 to 1 student-teacher ratio. Counting administrative personnel, who work in a wide range of areas, the overall campus ratio is 1 adult to every 10 students.

The school operates with three separate academies for primary, junior and senior high school students. Each academy has its own director, and is therefore autonomous from the other two.

For Hispanic families, having all three academies on the same campus is very attractive, because they can have several children at the same school, regardless of their grade level, Farias said.

"Ninety-five percent of our parents are completing a minimum of 36 hours of service to the school, or school-related activities on an annual basis," Farias said.

"The reality is that in the regular public schools, many parents do not feel welcome, particularly those who are monolingual in Spanish. If there's no one in the school administration or faculty who speak Spanish, it's difficult for them to feel welcome and able to relate to the folks who are there," Farias said.

"Our plans are to continue working in the East End, to not only address educational needs of children, but adult needs, with affordable housing for low-income families and a health clinic for the very poor. We also have a shelter for abused, neglected and homeless children," Farias said.

started last year which focuses on English as Second Language, GED and computer literacy. We are targeting primarily the parents of the children who come to our school, so we are creating a whole family learning environment, as opposed to a child having to make it on his own," Farias said.

Since opening, the school's average daily attendance has been at no less than 97 percent.

Farias attributes this high attendance rate to the school's community-oriented approach.

"We work hard at attracting teachers and support staff for our school. As a result, the students and parents are more comfortable and invigorated by the environment," Farias said.

Students at the charter school wear uniforms: green shirts for primary; dark blue for junior high; and maroon for senior high. Students in all grades wear khaki pants or skirts.

"For the last four years, we have not had a single incidence of violence or gang activity. And these are the same kids from the East End that is notoriously known for those problems. The fact that we have a caring environment adds to the safety and security of the children," Farias said.

"We've been consistently improving our TAAS scores each year. We're very pleased with the progress our children are making, particularly when you consider that they often come to us two to three years behind their grade level," Farias said.

"There's not one single thing to which you can attribute our suc-

COMMUNITY

APPLICATION

Hispanic news

Military



Little dipper

YMCA is offering swimming lessons through Aug. 12 for ages six months to adult at M.D. Anderson YMCA, 705 Cavalcade. Sessions include parent-child, pre-school, youth, teen and adult. Water exercise, arthritis exercise, competition swim team and private lessons also are available. For information, call 713-697-0648.

Raul Yzaguirre School to increase enrollment

The Tejano Center for Community Concerns announced the expansion of the Raul Yzaguirre Charter School for Success. The State Board of Education has authorized an additional 200 students for the school year 1999-2000.

The school will now serve 600 students in Pre-K through 12th grade. The elementary, junior and senior levels will run as independent academies at 2950 Broadway under the umbrella of the Raul Yzaguirre Charter School.

The school is an open enrollment charter. Students are taken on a first-come, first-served basis. Students must live in the East End of Houston and the Houston Independent School

District.

"The Raul Yzaguirre (Charter School) was created specifically to address the student population in the East End of Houston and supplement the efforts of HISD," said Richard Farias, president of TCCC.

"The high dropout rate, gang-related incidents, drugs and overcrowding in the area schools are what drove the development of the school. With the smaller school and smaller student-teacher ratio, we are better equipped to deal with the needs of each student, not only educationally but socially as well," Farias said.

For information, call 713-649-6201.

Houston Hispanic Chamber calendar

June 16 - Networking breakfast and minitrade fair, 7:30-9 a.m., Westin Galleria, 5060 W. Alabama, 24th floor, Monarch Room. Members, \$10; non-RSVP members, \$12;

non-members, \$18.

June 22 - After-hours networking mixer, 5:30-7:30 p.m., Casa Grande Mexican Restaurant, 3401 N. Main. Hors d'oeuvres, cash bar.

The above calendar items require a reservation. For more information, contact the chamber at 713-644-7070.

■ Navy Airman [redacted] of [redacted] has completed a six-month deployment to the Mediterranean Sea, Arabian Gulf and Adriatic Sea while assigned to the aircraft carrier USS Enterprise. Wright is a 1998 graduate of La Porte High School.

■ Navy Petty Officer 3rd Class [redacted] has graduated from the Navy's Basic Nuclear Power School at Naval Nuclear Power Training Command, Goose Creek, S.C.

■ Navy Seaman [redacted] has completed basic training at Recruit Training Command, Great Lakes, Ill.

■ Navy Seaman Apprentice [redacted] has completed basic training at Recruit Training Command, Great Lakes, Ill.

■ Marine Pvt. [redacted] has completed basic training at Marine Corps Recruit Depot, San Diego, Calif.

■ Marine Pfc. [redacted] has completed the Logistic Vehicle Systems Operator Course at Marine Corps Detachment, U.S. Army Engineer School, Fort Leonard Wood, Mo.

■ Marine Pfc. [redacted] has completed the Heavy Vehicle Operators Course at Marine Detachment, Fort Benjamin Harrison, Ind.

■ Marine Pvt. [redacted] has completed the Heavy Vehicle Operators Course at Marine Detachment, Fort Benjamin Harrison, Ind.

■ Navy Fireman Recruit [redacted] has received the Navy and Marine Corps Achievement Medal for outstanding achievement while serving with Naval Submarine Support Facility

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THE TRAIL TEACHERS' SCHOOL FOR SUCCESS SERVES HOUSTON'S EAST END

By Arthur Campos, Jr

The idea of a school that caters to a few middle school students where the learning environment is personal, yet intense, is reflected in the Raul Yzaguirre School for Success. In the last session of the state legislature a new law was passed enabling the creation of 20 charter schools in Texas. These schools, instead of answering to the bureaucratic superintendents of HISD, would report to the state of Texas. They have more freedom to create a curriculum that best suits the students' needs, recruit teachers that fit well into the school's philosophy and truly educate students during a critical time in their lives.

The Raul Yzaguirre School for Success, named after the founder of the National Council of La Raza, is located

on Polk and Scott Street in the East End of Houston which is a predominantly Mexican community. The school was created by Richard Farias, a long time community leader who founded the Tejano Center for Community Concerns. During this past academic year(96-97), the school served 100 middle school students who would have attended either Jackson or Edison middle schools. Each class has 20 students which stay with the same teacher throughout the day. By having small classes, the teachers are able to spend valuable time with their students on all subjects. This is unheard of in most, if not all other middle schools in the Houston area where class sizes swell over 30 students. In most middle schools students move around to different classes taught by different

teachers, this decision reflects the teacher and the students.

The success at the Raul Yzaguirre School for Success rests on the fact that parents are actively involved in their children's education. At the beginning of the academic school of 1996, parents of students enrolled in the school were required to fulfill a "volunteer commitment." As long as their child is enrolled at the school the parent must volunteer a given amount of time to the school. This volunteer commitment in a way forces the parents to become actively involved in their

Yzaguirre School for Success, by having the parents involved, the students ultimately develop discipline, self respect and pride. Yet this is not the doing of the parents alone, with a lot of encouragement and being educated within their own culture, students develop a positive sense of identity that is critical at their age. It is important because they begin to understand who they are, where they came from and where they are going.

Another important aspect of
CONTINUED PAGE 10

"STEP-UP!" TO THE CHALLENGE

By Misty Dawn Dillingham

Crime, violence, poverty, and deficient education are only some of the burdens suffered by inner-city youth. There are some solutions to these problems that have been tested such as "zero tolerance, youth boot camps, and parental awareness in instilling traditional morals and values. But will these solutions ensure a hopeful future for the youth of America?

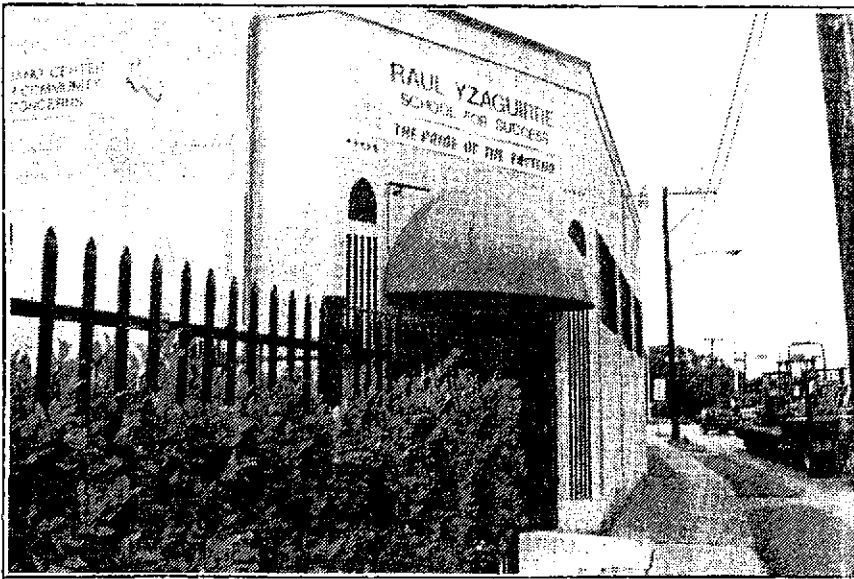
This concern was one of the major justifications behind the establishment of a program called "Step Up!" This organization is comprised of women in the Houston area. We assemble every Saturday from 3:00pm. until 5:00pm. at Christ The King Catholic Church, located on North Main Street between I-45 and Calvacade Street. Our objective is to tutor young, inner-city, Latinas who range from grades 4th through 8th. Yet girls younger or older or of different ethnic origins are not denied access

into the program. These girls, who come from either area elementary or middle school, receive help in subjects such as Math, Science and English.

The fifteen to twenty tutors are mostly from the University of Houston and Rice University. The program combines academic tutoring, as well as counseling on subjects that are critical to elementary and middle school aged youth. Each student has one tutor, thus giving the student personalized attention that lacks in most public schools. This type of approach has proven to be successful for the students involved in the "Step-Up!" program.

Many of the students become a part of the "Step Up!" for similar reasons. [REDACTED] a [REDACTED], says that [REDACTED] reason for attending is, "to learn and have a better education. It can be an early start for me to have a better job

CONTINUED PAGE 10



The Raul Yzaguirre School for Success

Photo by Arthur Campos, Jr.

Charter Schools in Texas - a step in the right direction By Ricardo Rolando

"A time of change, A time for Change" that was the platform which Richard Farias ran for HISD School Board in November of '95. And even though he fell 150 votes short of unseating the incumbent, Farias did not lose the determination to improve the public system in Houston.

"I was hoping to be elected to the school board only to work towards every child having a good education in Houston. Unfortunately, it didn't quite work out that way. But, the problem of low TAAS scores, overcrowding and kids dropping out did not go away. So, I figured I still had to do something, and that is the basis for the Raul Yzaguirre Charter School for Success coming into existence. Most fortunately, I have a Board of Directors that is as hungry for positive change and for improving education as I am, so this whole effort is by no means, a one man show. It is the collective power of a community coming together to do something tangible and real in education."

To be sure, this is a small step in the right direction. What is most important is that as a grass roots effort and without the big bucks and the big bureaucracy, we can show that we as a community can take a problem that has for years plagued our youth and for which a resolution has evaded the establishment, and begin to make a real difference.

After 12 weeks since the Raul Yzaguirre opened its doors to 100 high risk youth from the Eastend of Houston, a 98% average daily attendance has been maintained. "This is unheard of, particularly with middle school youth who have some of the most difficult problems facing the larger school district," commented Gayle Fallon, Houston Federation of Teachers and Board member of Tejano Center. "There is no question that we're off to a good start. It'll be very difficult to maintain such a high average of attendance for the full school year," she said.

The highlights and what makes the Raul Yzaguirre very special include:

- * Maximum of 20 students per class
 - * Self-contained classrooms
 - * Maximum of 100 students the first year
 - * Maximum of 200 students the second year
 - * Individualized Education Plans (IEP), for each student
 - * Direct Instruction Learning
 - * Culturally Relevant History and Geography
 - * Emphasis on basics mastery, reading, writing, math and computer literacy
 - * All students in uniforms
 - * Extended day activities, Monday - Friday, 3:30 p.m. - 5:30 p.m., including tutoring and mentoring, JROTC, Boy Scouts & Girl Scouts, drama, cultural arts, boxing, martial arts, leadership development activities, etc.
 - * Written commitment from parents to be involved with opportunities to serve as teacher aides, chaperones on field trips, extended day activities, etc.
 - * Classes for parents in ESL & ABE
- "Equally important," says Farias "is the quality of the staff of the school. Our Director of Education, Adriana Tamez, is key to the success of the school. I say this, because she not only puts in 10 to 12 hours a day at the school, but also fully understands how important the

role of the teachers is and she provides them with support and genuine concern. She is also a professional educator who is culturally competent and sensitive to the needs of the students and parents."

It is a little premature to say how well the Raul Yzaguirre School will measure up to the high expectations that they have set for themselves. But, with the basic promise that every student will be successful and that failure is not an option, the wait will be worthwhile.

Tejano Center sees this effort as a major victory for Houston and most especially for the Hispanic community. According to Farias it is a small step but a very important one. It opens up the whole notion of education reform and places it in the hands of the people, where it belongs. When you consider, and we must, that if we are not successful, it will be business as usual. More than 50% of our children dropping out, overcrowded schools and classrooms, little parental involvement, high school students not able to read, write, or do math well enough to have a competitive edge in today's society, will continue to be the state of affairs for our community.

This is truly a frightening dilemma we face, not only as a community but as part of a city whose future is dependent on our ability to keep our kids in school and prepare them for the 21st century.

I think most of corporate Houston has come to the realization that Hispanic youths in Houston make up more than 50% of the HISD student population and will play a significant role in their future. Thus, many of the corporations, small and large, are committing more resources to education. I am confident that the Raul Yzaguirre School for Success will serve as a catalyst for the other innovative reform strategies to spring up. In the case of Houston, time is of the essence.

IMPLICATIONS FOR CHARTER SCHOOLS

The charter school movement is still a very young effort at improving an education system that is perceived as seriously lacking. Dissatisfaction is at an all time high. It stands to reason that because charter schools are still public entities, skeptics fear that these schools will simply be just more of the same, that instead of reaching students who could most benefit from these charter schools, that only affluent students will be allowed to enroll, that these schools will be no more creative than existing schools, that accountability will decrease and that the limited resources which are now available for regular schools will hurt more than help. Others also expect that many Charter schools will hire less qualified teachers and other personnel and end up providing a more inferior education than what exists today.

While some of the aforementioned issues are worth monitoring, it is also clear that charter schools can serve as a catalyst for real educational reform in this country. It is important to make note that charter schools started more than five years ago in other parts of the country.

The Texas legislature authorized Charter schools in 1995, and the first 20 were approved this year. So while it may appear that Texas is five years behind, a closer examination will show otherwise. Texas had the benefit of learning from other states and was able to take the best of what existed and incorporated the good into Texas legislation

and discarded that which was not good for Texas. The delay, while on the surface may have deprived students from benefiting from Charter schools, benefit from this strategic move. Today, while the in Texas has actually passed some of the best country and thus is years ahead of other states. One of the best laws in the country for chart foundation is in place to allow these charters to serve the thousands of students who have drifted from the regular public school system.

WHAT YOU CAN DO

Charter schools lend themselves to real community involvement. Visit a charter school and see how it is educating children and the future of Texas.

The Texas Legislature with advocacy from the likely to authorize additional charter schools during your state representative and senators to go schools in Texas. Write letters, call them or meet where they stand on charter schools and ask them more charters.

Interested groups and organizations should be need for charter schools in their communities and drafting ideas and strategies for opening charters respective communities.

For more information, call Richard R. Farias, P Tejano Center for community concerns and the Raul Yzaguirre School for Success. (713) 675-7790.

Tejano Center for Community Concerns, is a non-profit organization in Houston, Texas who improve opportunities for children and families in educational, social and health services and community initiatives. TCCC is an affiliate of the National CLCLR.

**President/ CEO
Tejano Center
for Community
Concerns,
Richard Farias**



development stage involves four new single family homes in Denver Harbor. In the planning stages is a eighty unit multi-family project in Port Houston which is expected to break ground in mid 1998. TCCC's housing initiatives also include a paint program utilizing Americorps and other community volunteers. Operational and technical support are provided by the City of Houston, the National Council of La Raza and Nations Bank. To date, seven homes of low income families have been painted by the Center and an additional 30 homeowners have painted their homes. The Program Director is Manuel Lopez.

Tejano Health Clinic:

Located in Port Houston where health services were non existent, the Tejano Health Clinic has operated since April '96, and has served more than 1200 patients in its first year. Uniquely, the Clinic is open only once a week for two hours and under the direction of Dr. Jorge Guerrero and volunteer assistants, including Americorps members. There is a minimal fee of \$2 for children and \$5 for adults. Children's immunizations are provided free of charge. The vaccine is provided by the City of Houston Health Department. The Tejano Center Board of Directors is exploring ways to expand this service.

Raul Yzaguirre Charter School for Success, RYSS: The Raul Yzaguirre became one of the first twenty charter schools in the state of Texas to be approved by the State Board of Education. It is the only charter in the State that targets high risk middle school youth. The school serves one hundred students from the Eastend of Houston who would have otherwise attended Jackson or Edison middle schools. Ninety percent of the students enrolled are on the free or reduced lunch program. Highlights of the RYSS include individualized education plans, self contained classrooms, uniforms,

twenty to one student - teacher ratio, uniforms, mandatory parent involvement component and a extended day featuring leadership and character development activities. These include, student council, cultural arts, boxing, karate, dance, public speaking, conflict mediation, educational field trips, aerobics, and other athletic activities. Boys and Girls Scouting, a ROPES course, JROTC are planned for the '97-'98 school year. The School plans to expand to 200 students for the second year of operation. The Education Director is Adriana Tamez.

Students at the Raul Yzaguirre Charter School for Success. A Tejano Center Charter School with 200 students in the 1997-98 school year. Adriana Tamez is Director of Education for the Tejano Center at RYSS

Americorps 'Proyecto Educar': The Tejano Center has a total of 15 Americorps member positions funded through the National Council of La Raza. Members are generally from the immediate area who are interested in helping the community in which they live by volunteering full time. These Americorps members work as teacher assistants and tutors at the Raul Yzaguirre School and at the Port Houston Elementary. They also take on special projects such as neighborhood clean-ups, painting homes of low income families and organizing special activities for low income youth during holidays, etc.. Americorps members receive a stipend and are eligible for a scholarship upon completion of their community service.

Other Programs: The Tejano Center participated as one of the lead service providers in the Houston Youth Violence Prevention program funded by the U.S. Center for Disease Control and ad-

come families as available.

In the final analysis, the Tejano Center Board of Directors and staff are fully cognizant that our accomplishments are small com-



Tejano Santa for children in Denver Harbor.

pared to the needs of our community. It is imperative that we continue to collaborate with other organizations, corporations, foundations and anyone else willing to come to the table to help those less fortunate. Only when we fully realize that the greatest measure of success is how much we have given back to our community and made life for others more meaningful, will any of us truly ever know success in its ultimate form.

Tejano Center is a proud affiliate of the National Council of La Raza



Dr. Jorge Guerrero with Raul Yzaguirre National President and CEO of the National Council of La Raza (NCLR) during a visit to Tejano Center.

Youth working together at the Tejano Center Mural project in Port Houston.

ministered by the City's Health Department. More than 250 youth, parents and other concerned citizens participated in the program during a four year period.

The Denver Harbor/Port Houston Gang Prevention and Intervention initiative was funded by the United Way of the Texas Gulf Coast and by the Mayor's Anti-Gang Office provided counseling, educational services, recreation, graffiti removal and mural painting.

Special Programs:

Made possible by community contributions and Americorps members, these include; Intake and Referral, Thanksgiving Dinner, Christmas party for Port Houston, Denver Harbor, and RYSS students, an Easter Bash, a Halloween party, National Night Out, a Port Houston Citizen's Parade, and food and used clothing for low in-

The Raul Yzaguirre School for Success

by Jynelle Athena Gracia

RAUL YZAGUIRRE SCHOOL FOR SUCCESS



TEJANO CENTER FOR COMMUNITY CONCERNS

In the forefront of innovative school designs is The Raul Yzaguirre Charter School for Success, a distinctive middle school that accepted its first one hundred students for the 1996-97 school year. It serves the East End area of Houston, enrolling seventh and eighth graders who would otherwise attend Edison and Jackson Middle Schools. The ethnic makeup of this school community is 100% Hispanic.

The administration of The Raul Yzaguirre Charter School believes that their students can succeed despite the disadvantages and hardships surrounding the children. The school ensures that they can meet this challenge by implementing a myriad of unique programs and techniques specially designed to fit the needs of the individual children and the student body as a

whole.

The main artery that pumps life into everyone involved with The Raul Yzaguirre Charter School is the sense of belonging. Students are instructed in self-contained classrooms, limited to no more than twenty students, in which a single teacher covers all academic areas. Closer and more constructive teacher-student and student-student relationships are built in this fashion than in the traditional segmented class schedule. Additionally, to provide an even deeper sense of constancy, students will have the same teacher during their second year of enrollment. Not only will this aid in the continuation of teacher-student relationships, but will allow the instructor to follow the students' progress. Social interaction is not limited to the realm of the classroom. Upon

their child's acceptance, parents must sign an agreement to observe their child's academic progress at home, maintain open communication lines with the child's teacher, and participate in field trips and other events. The Raul Yzaguirre Charter School fully believes that parent involvement is the key to their students' success.

The academic strategy that the school devised is

equally as insightful as their social structure. With such statistics as 93% percent at-risk and 67% limited English proficient students, an effective *modus operandi* is necessary. Since language and reading skills are paramount in all aspects of life, the school allows for ninety minutes of pure reading and language arts focus. Literature presented in the classroom is multicultural in nature, including the works of Hispanic authors, in an effort to spark a connection between the children and successful people who share their ethnicity. Computer literacy and the use of computers as a learning tool are also emphasized in order to keep the students up to par with technology. The Raul Yzaguirre Charter School operates on an ungraded system; the mastery of skills is measured by each

Parents, students and teachers meet to discuss classroom issues.

Nuestras Vidas



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Raul Yzaguirre, Director, National Council of La Raza, addresses parents and students on opening day.

child's individual progress. Since each child has an individualized educational plan, this ungraded system is effective. Grade level advancement is based on mastery of the subject matter which is demonstrated by their pre- and post-test scores.

Disciplinary actions are conservative. Suspension is avoided when possible, and expulsion is only used in extreme cases as a last resort option. In lieu of removing students from the school setting as a disciplinary consequence, an in-school suspension program is in effect. These tools are employed in order to prevent students from breaking out of their academic and social patterns, and to prevent rebellious behavior upon their return.

The Raul Yzaguirre Charter School for Success accepts applications at any

time during the year; however, enrollment is capped at two hundred students for the 97-98 school year. Acceptance is on a first-come, first-serve basis, and should applicants exceed enrollment limits, a waiting list will be enacted. The school accepts students regardless of ethnicity, national origin, religion, or gender.

The school is a forerunner in its class and is committed to its mission of educating at-risk, predominantly Hispanic children. The Raul Yzaguirre Charter School provides intense educational and social instruction in order to ensure success for all youth.



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Yzaguirre counselor Daniel Bustamonte says that the charter school's small size is key to the faculty's goal of knowing the students and their families individually.

Right from the start

The idea for charter schools was first outlined by AFT president Albert Shanker in a 1988 National Press Club speech. His proposal was to allow school districts to "charter" a small group of teachers to start a new school, or even a school-within-a-school, "to do things that are very different from the rest of the system and to move out of a lock-step situation." These charter schools could provide a vehicle for developing fresh approaches to learn-

ing and teaching that could revitalize schools nationwide, Shanker said. But he also emphasized that there must be safeguards in place to ensure that the new schools actually benefit the entire system, things such as voluntary participation by students and staff, guarantees that representative groups of students would be served at charter schools, high-quality assessments and academic goals, and assurances that the schools would operate with the same money that all other schools receive.

Based on quantity, there is no question that the charter school concept has been an unmitigated success. Since 1992, when the first charter school in St. Paul, Minn., opened its doors, a total of 25 states have passed charter school laws, and 226 charter schools serving 28,000 students nationwide were in operation by the summer of 1996. But concerns remain about whether these schools can ultimately become the "laboratories of learning" for entire school systems that they originally were intended to be, particularly since states have adopted charter schools legislation that varies widely in quality and, in some cases, could allow charter schools to devolve into a disconnected gang of "boutique buildings" or vehicles to undercut the rights of educators.

Charter School Laws: Do They Measure Up? a 1996 report from the AFT's Charter Schools Research Project, highlights grave problems with charter school laws now on the books. The report finds "the idea has grabbed but the vision has not followed," says AFT vice president Marcia Reback, who is also president of the AFT's state federation in Rhode Island (see sidebar).

No state laws require charter schools to collect data showing how their students' performance compares to traditional public school students. Only eight of the 25 states require charter school students to take the same exams as those given in regular public schools, and only six require states to meet state standards. This disconnect between charter schools and efforts to set consistent, high academic standards now under way in most states is "a matter of grave concern," stresses Eugenia Kemble, director of the AFT educational issues department. Unless charter schools develop programs that are consistent with state and/or local standards, the report notes, "students who move from charter schools back into the public school system, or to other charter schools, may have significantly different curriculum, making adjustment very difficult."

Many states also have failed to ensure that charter schools are accessible to all. Although all states prohibit charter schools from charging tuition; they are less clear about rules for charging fees or soliciting donations.

"States have rightly recognized that charter schools should be able to accept gifts, grants and donations, but some charter schools are aggressively seeking quarterly donations from parents," the report warns. States need to ensure that these contributions don't become "thinly veiled tuition." They also should monitor the common practice of requiring parents of charter school students to sign a contract guaranteeing their participation in school life to ensure that parental involvement is not "used as a proxy for race or class-based screening," the report advises.

Perhaps one of the biggest troubles—and disappointments—about charter schools legislation revolves around staffing and conditions of employment. The idea originally advanced by Shanker cast charter schools as a vehicle to boost teacher professionalism and as the logical outgrowth of union efforts to build collective bargaining agreements that could improve teaching and learning in school systems. "We can't wait until all the districts throughout the country have the strongest and best bargaining relationships," he explained to reporters. Charter schools could help extend contractual-based innovation beyond the "first wave" of reform generated by unions in major districts, he said.

Yet most states have failed to extend full collective bargaining rights and protections to teachers in charter schools—and 15 have laws that prevent, restrict or are silent on collective bargaining (Continued on page 15)

AMERICAN TEACHER
OCTOBER 1996

A good charter school law

It took strong leadership from the AFT's Rhode Island affiliates to turn that state's charter schools law into one of the best in the nation.

The 1995 law meets all the AFT's criteria for good charter schools legislation. Administrators and teachers at charter schools must be certified under the Rhode Island law, and charter schools must seek local district approval and have state board approval. They also must provide yearly progress reports to the community and state. The law also requires that charter schools use the same state-mandated tests as regular public schools and apply state academic standards to charter schools.



AFT vice president Marcia Reback explains what makes a good charter school law during a press conference at the AFT convention this summer.

Charter school faculty will be included in the teacher retirement system and preserves their collective bargaining rights. In exchange for the law gives states at charter schools the opportunity to waive any portions of the union contract except salary and fringe benefits.

The final law is not perfect, but it provides a strong model of constructive charter school legislation. Perhaps as important, it is a dramatic improvement over the original bill—a proposal that only would have mandated for a few top-of-private-schools tuition with public money, says AFT vice president Marcia Reback, who chairs the union's charter schools research project and is president of the Rhode Island Federation of Teachers.

The original proposal would have siphoned as much as \$10 million in state education aid from local public schools into charter schools for the first year alone, and there was no requirement that teachers and other professional staff be certified. There were also strong disincentives for public schools to become charter schools since current teaching staff in these schools listed losing their tenure, seniority rights and perhaps their pensions under the original proposal, which provided no language to address these issues, Reback says. The Rhode Island Federation led an aggressive lobbying campaign not to kill the charter school concept but to secure legislation that focused on charter schools as public institutions, recalls James Parias, field representative for HFT. The campaign led to a floor amendment in the general assembly that was essentially a complete rewrite of the original proposal and formed the basis of the current law now on the books.

The federation's efforts did not end with the legislative process, Reback emphasizes. The AFT's state and local affiliates also are providing technical assistance and support to groups throughout the state interested in starting charter schools.



Houston Federation of Teachers president Gayle Fallon (left) and Tejano Learning Center CEO Richard Parias told AFT convention delegates how they helped to start the Houston charter school that will ratchet up academic expectations and support for many disadvantaged students.

Building a better law

- The AFT's charter schools task force has made 317 recommendations that should be featured in any charter school legislation amended into existing law.
- Charter schools should be based on high academic standards.
- Charter school students must take the same tests as other students in the state and district.
- Charter school employees should be covered by the collective bargaining agreement.
- Charter schools should be required to hire certified teachers.
- Charter schools should be required to make information available to the public.
- Charter schools should survive as part of local school districts.



Charter schools: Starting out on the right foot

By Mike Rose

It's a hot Friday night in the middle of August, and Stephen S. Austin High School throws open its auditorium doors to the mostly low-income, mostly Spanish-speaking community it serves on the east end of Houston. On the agenda: details about a new charter school in the community that has yet to open and initially will serve only 100 middle school students.

Cynics would call the meeting tailor-made for a low-turnout event. But cynics were not to be found among the hundreds of students and parents, including many families with toddlers in tow, who packed the meeting to learn more about the school. Many, like [redacted] were planning to enroll their children in the new Raul Yzaguirre Charter School for Success this fall because they heard it would strive to preserve a "small

school" feel. "The schools get bigger and the children get bigger—that makes it harder for them to learn," [redacted] explained.

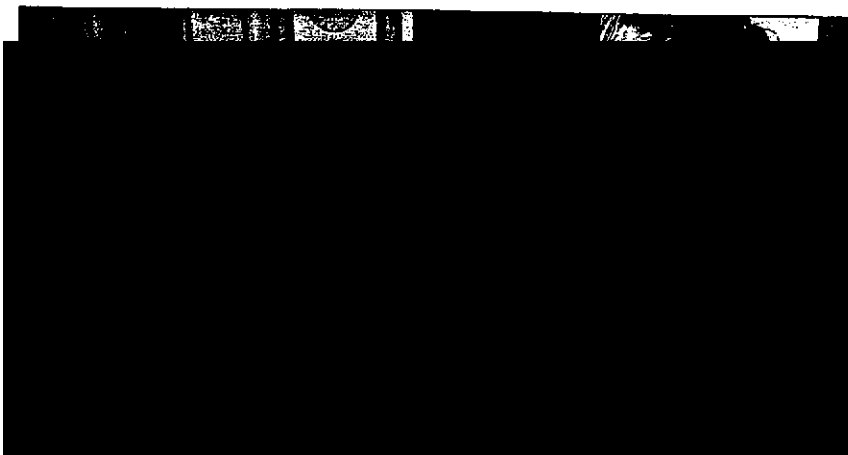
The new school would address that problem head-on, the crowd was told by faculty and staff. The school would maintain a strict cap of 20 students per class, develop individualized education plans for every student, operate through self-contained classrooms and pair teachers with students for two consecutive years so that pupils and their families can build strong personal relationships with school staff. The school day also would be extended until 5:30 p.m., allowing students to participate in constructive extracurricular events at a time of day when many might otherwise get into trouble, fall into gang activity or simply waste those hours until their working parents returned home.

For any student who falls behind in the academic program, which emphasizes reading and language arts, the late afternoon hours would be used for tutoring and remedial help. Family involvement also would be a priority; parents would be asked to volunteer at least 30 minutes per week, and parents would be encouraged to use the time for such things as boosting their own academic skills so that they can help their children with homework.

"We all have seen what happens in overcrowded schools, and I've never seen opportunities like this in my 17 years of teaching," Ronnie Galtz, a Houston Federation of Teachers member who joined the charter school faculty as a seventh-grade instructor, told the crowd. "Were going to work hard," he told the crowd in both English and Spanish. "Academics and parental involvement will be our Number 1 priorities."

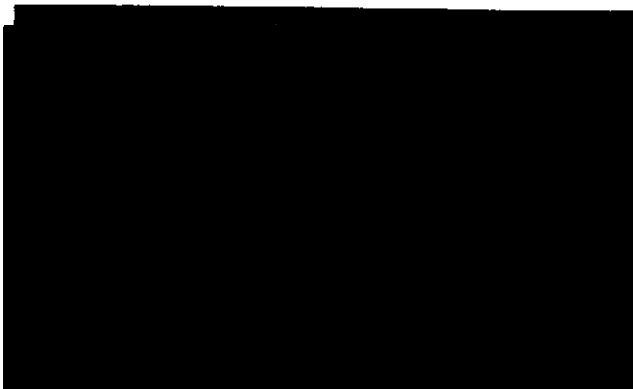
Seated in the audience that night was Cayle Fallon, president of the Houston Federation of Teachers and a member of the board of directors for the nonprofit Tejano Center for Community Concerns. The center secured the public school charter from the state this year after HFT helped guide its application through the Texas education agency. The national AFT educational issues department also provided assistance in developing the new school's academic program.

"People say you can't get parent involvement on the east end of Houston," said Fallon, beaming as she surveyed the packed room. "They're wrong. As long as you focus on solid academics, orderly schools and high expectations, then you'll get all the parent involvement you need. That's what this charter school is all about."



"Getting kids prepared for high school" is the focus of the Yzaguirre Charter School, explains Denise Garcia, above. Garcia remembers how too many of her Algebra 2 students "didn't know simple integers—or even simple multiplication and division"

The new charter school features an extended-day program because, "the school day can't end at 3:00 p.m. when you have a kid who's already three or four years behind" academically, says teacher Ronnie Galtz, right



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Chartering new paths to learning

By MELANIE MARKLEY
Houston Chronicle

Charter schools are taking Texas and rest of nation by storm

strolled the halls of the tiny westside school, asking questions, taking notes, wondering aloud if she should enroll her daughter.

The school, for middle and high school students, appeared to have all the trappings of a private school.

For one thing, it was tiny, barely 100 students. Class sizes were small, rarely more than eight or nine students. And the school was orderly, clean and appeared academically sound.

Best of all, at least in the eyes of the cost-conscious parent, it was not private. It was a tax-funded public school. And it was tuition-free even though

it lived in a district miles away. The West Houston Charter School opened a year ago as one of 20 open-enrollment charters approved by the state Board of Edu-

'I think it does have the potential to revolutionize what we think of as public education.'

Jeanne Allen, president of Center for Education Reform

cation. The school is not part of any school district, and it is not as regulated as a traditional school.

"I think people are tired of getting jerked around in the public school systems."

The charter school movement is taking Texas and the rest of the nation by storm.

The state Legislature first approved charter legislation in 1995, at the time allowing for 20 state-approved, open-enrollment charters. The law also permits campus charters that are sanctioned by local school boards as long as a majority of the school's parents and teachers agree to it.

Houston has seven open-enrollment schools — the West Houston Charter School, the Raul Yzaguirre School for Success, the Girls and Boys Prep Academy, Ser Nitos, the Medical Center Charter, George I. Sanchez Charter School and the Applied Technology Charter School.

The open-enrollment schools, which operate under a five-year charter approved by the state Board of Education, are required to meet educational standards but have greater leeway than most other schools.

While the Houston Independent School District has announced the creation of 19 campus charters, Brooks Flemister, director of charter schools for the Texas Education Agency, said they officially will not be recognized as campus charters until the school board approves a charter policy.

Susan Schafel, HISD's chief of staff, said the board will vote Thursday on a charter policy that sets guidelines governing the creation and operation of campus charters.

Once the policy is approved, 16 of the schools will be classified by the state as campus charters. One of the charters — the four-acre Home schools overseen by well-known educator Thaddeus Lotz — was approved before the state law was passed.

Like open-enrollment charters, campus charters are more autonomous. Unlike open-enrollment

of a school district. However, all charters recognized by TEA qualify for federal grant money.

State-approved, open-enrollment charters such as the West Houston school receive the same per-student funding that area school districts spend. However, they do not get any money for facilities or start-up.

State officials have been so impressed with the charter school movement that this year the Legislature authorized 100 additional open-enrollment charters.

Flemister said the TEA has received 540 requests for applications to open charter schools.

"There is one thread that goes through all the charters that currently are opening and those that are asking, and that's a passion for children," Flemister said. "That's why they are there, and they are willing to put up with a lot to fulfill that."

Indeed, several of the schools found the first year to be a financial struggle. Many banks were reluctant to give loans to start the new schools since they had no track record. Flemister said the start-up costs for most schools were paid with personal credit cards.

School founders Robert and Jay Guercio, former educators with HISD, had planned last year to locate the West Houston Charter in the Town & Country Mall.

When that fell through, they scrambled to relocate in an old day-care center and borrowed \$65,000, using their house as collateral. One year later, however, they were able to pay off the loan.

At Raul Yzaguirre in southeast Houston, Richard Farias said he had to borrow \$90,000 to start the school, which opened last year at the Latine Learning Center. This year the school has relocated to a wing of M.L. Carmel High School while the learning center is being renovated.

"I don't know that any of the charter schools are just breathing through all this because we are still in our formative years," Farias said.

Farias, however, said his enrollment has doubled — from 100 students to 200 this year. The school serves mostly Hispanic students in sixth through eighth grades. His plans are to expand the school to serve pre-kindergarten through the 12th grade.

The Girls and Boys Prep Academy founders opened their school in a three-story office building in southwest Houston last year but quickly learned they had to spend about \$20,000 to meet all the city fire codes.

The school, which now draws about 350 mostly African-American students in the sixth through 12th grades, is expanding and touts an academic curriculum that includes Spanish, French, Arabic and Swahili.

"We had no idea basically what to expect," said Carroll Salley, the school's executive director, but adds that if they had it to do over, "we would do it again and again and again."

Future charter schools will know better what to expect, largely because of a newly formed nonprofit organization called the Charter School Resource Center of Texas.

Patsy O'Neil, executive director, said the privately funded center will offer technical assistance and training workshops for the schools.

"I'm excited that I see such enthusiasm in these charter directors to make every opportunity for children to have a better education," O'Neil said. "But we've got

to make sure we're not just creating a class of charter schools that are successful and a class of charter schools that are struggling. But she said they have many of the characteristics that are known to make schools successful — including small sizes and strong parent participation.

"We are increasingly getting more information and data and evaluation about charter schools," said Fulton, "but the jury is out somewhat. It's still kind of new."

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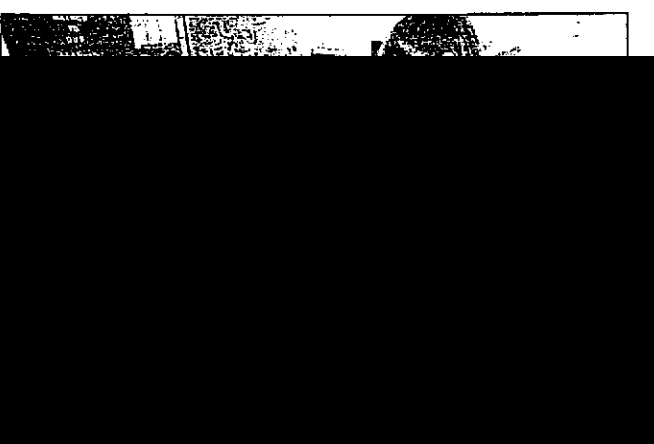
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CHARTER SCHOOLS

Open-enrollment schools in Houston:

- West Houston Charter School
- Raul Yzaguirre School for Success
- Girls and Boys Prep Academy
- Ser Nitos
- Medical Center Charter
- George I. Sanchez Charter School
- Applied Technology Charter School

John Everett/Chronicle



Top: Girls and Boys Academy senior facing camera, and another student tackle Spanish as Spanish teacher Azam Faruq coordinates a class for newcomer students on the other side of the glass in the background. Bottom: Sixth-grade science teacher Katie Maher assists Raul Yzaguirre School for Success.

Outlook

Items on this page do not necessarily reflect the opinions of the Houston Chronicle

Charter schools triumphing as public ones fail

By RICHARD FARIAS

IN recent months Hispanic frustration with the Houston Independent School District has reached an all-time high, but it is hardly new. The current administration and school board fit into a long line of HISD leadership, extending back for decades, that hasn't been sufficiently competent to address the educational needs of Hispanics. In the final analysis, this may require radical change.

The simple, long-standing situation is bleak: Houston's inner-city students typically attend overcrowded, understaffed and gang-infested schools. Teachers and front-line supervisors are trying to educate, discipline and counsel more and more Hispanic students, but generally lack the involvement and support of the Hispanic community, which has been excluded from the system.

More than half of our Hispanic students do not graduate. They quietly slip from the mainstream to the margins, then out of the schools. Then, all too often, they end up impoverished, sick or incarcerated at public expense.

Historically, Hispanics are famous for their endurance and patience. But for more and more Hispanics, time has run out. In Houston and across Texas, Hispanics and others are turning to charter schools, which strive to answer the unanswered dilemma of public education.

I believe charter schools are having a wholesome effect on the lives of the students who enrolled in them. Charters are helping regular public schools by lightening

Farias is the president and chief executive officer of the Raul Yzaguirre Charter School for Success in Houston's East End.

student overload. Charters are serving as laboratories for educational innovation by cutting through rivers of red tape to quickly implement new approaches to student learning.

In 1996, with the help of a host of educators and input from Houston's East End community, Tejano Center founded one of the state's first charter schools, the Raul Yzaguirre School for Success, or RYSS, with a simple credo: Failure is not an option, every child can and must succeed.

Starting with the widely held view that middle school students are most at risk, RYSS opened with 100 seventh- and eighth-graders. In its second year it doubled enrollment to 200 students in sixth, seventh and eighth grade. In the third year we doubled again with 400 students, grades six through 10. This year, we became all-inclusive, with 600 students in grades pre-K through 12. Believing that in education smaller is better, we intend to hold at this number. We typically have only 20 students per class, whereas typical HISD classes can have more than 30. The advantages that come from our small-scale, community-oriented approach are significant:

■ **Parental involvement.** Each student's parents are required to volunteer 36 hours of service to the school. Their labor helps with campus tasks that would otherwise eat up a limited budget, but more important, they bring our families to a feeling of ownership. They consider the RYSS their

school, by reason of their efforts; they expect their children to emulate them. Students and families become empowered.

■ **Teacher involvement.** We attract a younger, more computer-savvy corps of teachers. Many of them are the kind of unconventional people who find the by-the-numbers approach of mainstream schools maddening. By giving them the leeway to innovate, coupled with student numbers they can work with, we deliver an all-important message: We need educators, not "educrats".

■ **High student attendance.** With the involvement and support of so many adults, the students join in. The RYSS enjoys 98 percent average daily attendance, a figure unheard of in regular public schools. And the school day is longer — students must remain for extended day programs such as tutoring, anger management, cheerleading and journalism that build skills and character while providing supervision.

■ **Improved TAAS scores.** While they're in school they're learning. Our students have scored 18-20 percent higher on TAAS tests than the students attending the local schools they came from. Our school hasn't accomplished these things with a stacked deck. More than two-thirds of our students are classified at-risk.

Too many regular public school administrators view charter schools as competition. I prefer to see us as a wake-up call. Rather than line up against us, I hope they'll correct the problems that impelled our students and their parents to come to us in the first place. Our principles of flexibility, small-scale and community involvement are lessons that all our school leaders must learn — and the sooner the better.

Think Small

Richard Farias wants to change the way HISD teaches middle school

By Michael Berryhill

Not much more than a week before school starts, the five classrooms at the Raul Yzaguirre School for Success seem a long way from completion. In one classroom, pipe fitters are cutting and threading pipe for the school's new overhead sprinkler system, littering the floor with oily metal shavings. In the other four rooms, dry wall workers are still nailing up Sheetrock and taping and floating, getting ready for a weekend crew of painters. Concrete walls still need to be knocked out to create new entrances into the former warehouse at the corner of Scott and Polk. All of the renovations must be finished by August 19, when 100 middle school students from the East End will come here to try the state's latest experiment in education: charter schools.

Charter schools fulfill a long-held fantasy of many teachers, parents and social activists. What if you could take the money that the government spends for each student and start a not-for-profit school? And what if that school would be free of most of the well-intended but cumbersome state and local regulations that have accumulated over the years? What if you could recruit teachers best matched to your students' needs, let them choose the curriculum and truly own the school without a bunch of middle management superintendents and politically indebted school board trustees looking over their shoulders? And what if you

could keep classes small and insure that each student's needs are attended to?

During the last session of the Legislature, a new law allowed for the creation of 20 charter schools — public schools that would answer to the state rather than the local school bureaucracy, and that might serve as models for reform. The West Houston Charter School, for example, aims to teach according to students' ingrained learning modalities: auditory, visual and kinesthetic. The Medical Center Charter School will offer the Montessori method for children of Medical Center workers.

But Richard Farias, the primary force behind the Yzaguirre School, had long dreamed of a less esoteric reform. Farias, 48, grew up in the border town of Brownsville, moved to La Porte as a teenager and, after military service and a succession of community and four-year colleges, worked as a juvenile probation officer for Harris County for 18 years. For several years he was the school liaison for a county home for kids in trouble.

Farias believed that the 12-, 13- and 14-year-olds he counseled were both the most vulnerable and most salvageable of children. Adolescents need individual attention and care as they undergo the physical changes of puberty, separate emotionally from their families and create their own identities. If middle-schoolers don't have strong basic skills in reading and mathematics, they are primed for dropping out before they even enter high

schools. Middle school teachers often must deal with 150 students a day, and counselors become more concerned with arranging class schedules than the well-being of each student.

On a drive through the East End, Farias stared at Jackson Middle School's red brick facade and declared, "That should be a high school. It has no damn business being a middle school."

Both Jackson and Edison, the two middle schools that serve the East End, are designed for failure, says Farias. Edison Middle School, only seven years old, is a sparkling, sprawling brick and tile-roofed campus. Jackson, built in 1923, appears immaculate behind its chain-link fence, but has a reputation for after-school violence. Both schools serve upward of 1,500 students. Farias believes that a middle school should be more like an elementary school: no bigger than about 400 students, with students assigned to a single teacher.

Four years ago Farias yearned to start such a school. Then the director of the Association for the Advancement of Mexican Americans, he parted ways with that group when its board showed no interest in creating a middle school. Eager to do more than the AAMA would allow, he founded the Tejano Center for Community Concerns. With offices in the East End neighborhoods of Denver Harbor and Port of Houston, the Tejano Center has created low-income housing and a clinic, and is working on a 24-bed facility for neglected and abused children.

Last November, Farias ran for the Houston school board, losing in a runoff to incumbent Esther Campos by only 150 votes. No matter, says Farias. "The only reason I did it was to make complete, systematic change. The whole district is too big. It needs to be broken down."

Instead of working from the top down, Farias now hopes to lead by example. The Raul Yzaguirre School — named for the founder of the National Council of La Raza, a Hispanic social service organization — will be the first step in Farias' plan to offer East End parents a chance to think small.



Richard Farias at the still under-construction Yzaguirre School for Success.

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Richard Farias of the Yzaguirre School

When the school opens, its 100 students will have five teachers, one counselor and a part-time nurse. Each teacher will have only 20 students, and students will have the same teacher through both seventh and eighth grades.

The small school sets itself large tasks. It aims to become what the schools have long said they cannot be: a complete social service agency. The school's counselor, longtime theatrical producer Daniel Bustamante, will focus on assessing the entire needs of a student. Referrals can then be made for help for the family. "If a child is sleeping on the floor," says Farias, "we will find out about that and address it through the Tejano Center."

Much of the middle school trouble happens not in the halls but after school. The children at Yzaguirre will stay until 5:30 for extracurricular activities such as theater and martial arts.

One of the conditions for acceptance at the school is that parents sign an agreement to help out. Volunteer work is not merely requested, it is scheduled, says the school's education director, Adriana Tamez. Tamez says the parents of a few prospective students have

walked away when they found out what was required, but most have responded well to the requirement. Applicants are now on a waiting list. (Students who would otherwise attend Jackson and Edison are admitted on a first come, first served basis.)

Among the last parents to sign up was [redacted], a janitor who is enrolling [redacted] into the seventh grade. A quiet, shy [redacted] dressed in jeans, striped shirt and a straw cowboy hat, [redacted] moved from Arizona to Houston four years ago. [redacted] learned of the new middle school at elementary school. [redacted] has a [redacted] and when [redacted] picks [redacted] up after school, [redacted] sees signs of gangs, [redacted] says. A [redacted] of clearly modest means, [redacted] liked what [redacted] heard about the Yzaguirre School.

"It sounded like a private setting," [redacted] says through an interpreter, "and I thought [redacted] would get more attention."

Such parents remind Farias why he's struggled so hard to open the Yzaguirre School. Texas won't disburse any money to its 20 charter schools until the first week of September. To get the school off the ground, Farias has taken out loans, rounded up volunteer labor and applied for federal grants. The resources for education can be raised, he says, but not without a lot of work. His two marriages have ended in divorce, and he's not sure any woman can put up with his obsession.

"You've got to be diplomatic and tactful to raise the money," he says, "but you've got to kick ass when you need to."

Farias isn't through kicking. The school plans to add another hundred students next year, and eventually to serve perhaps 400 students, almost all of them Hispanic, and 70 to 80 percent of them low-income. He is considering even further expansion; he has his eye on a former Bible college on Lawndale.

Farias also hopes other people will steal his idea. When he gets the Yzaguirre School running, he'll be able to show others how to build a school from scratch. He relishes the prospect of sharing his idea. "I think," he says, "it's going to catch on fire." □

APPLICATION

AMERICAN

Teacher

CHARTER SCHOOLS

Starting out on the right foot

See page 11

*Education director
Adriana Tamez talks
with seventh grader
on the
first day of class at
Houston's new Raul
Yzaguirre Charter
School for Success*

October 1996
Volume 81, No. 2

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Three cheers for common sense

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UNDER FIRE

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NAUGHTY OR NICE

Should behavior count for graduation?

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OFFICIAL PUBLICATION
AMERICAN FEDERATION OF TEACHERS
AFL-CIO

APPLICATION

Charter schools:

Starting out on the right foot

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By Mike Rose

It's a hot Friday night in the middle of August, and Stephen F. Austin High School throws open its auditorium doors to the mostly low-income, mostly Spanish-speaking community it serves on the east end of Houston. On the agenda: details about a new charter school in the community that has yet to open and initially will serve only 100 middle school students.

Cynics would call the meeting tailor-made for a low-turnout event. But cynics were not to be found among the hundreds of students and parents, including many families with toddlers in tow, who packed the meeting to learn more about the school. Many, like [redacted], were planning to enroll their children in the new Raul Yzaguirre Charter School for Success this fall because they heard it would strive to preserve a "small

school" feel. "The schools get bigger and the children get bigger—that makes it harder for them to learn," [redacted] explained.

The new school would address that problem head-on, the crowd was told by faculty and staff. The school would maintain a strict cap of 20 students per class, develop individualized education plans for every student, operate through self-contained classrooms and pair teachers with students for two consecutive years so that pupils and their families can build strong personal relationships with school staff. The school day also would be extended until 5:30 p.m., allowing students to participate in constructive extracurricular events at a time of day when many might otherwise get into trouble, fall into gang activity or simply waste those hours until their working parents returned home.

For any student who falls behind in the academic program, which emphasizes reading and language arts, the late afternoon hours would be used for tutoring and remedial help. Family involvement also would be a priority; parents would be asked to volunteer at least 30 minutes per week, and parents would be encouraged to use the time for such things as boosting their own academic skills so that they can help their children with homework. "We all have seen what happens in overcrowded schools, and I've never seen opportunities like this in my 17 years of teaching," Ronnie Galtz, a Houston Federation of Teachers member who joined the charter school faculty as a seventh-grade instructor, told the crowd. "Were going to work hard," he told the crowd in both English and Spanish. "Academics and parental involvement will be our Number 1 priorities."

Seated in the audience that night was Gayle Fallon, president of the Houston Federation of Teachers and a member of the board of directors for the nonprofit Tejano Center for Community Concerns. The center secured the public school charter from the state this year after HFT helped guide its application through the Texas education agency. The national AFT educational issues department also provided assistance in developing the new school's academic program.

"People say you can't get parent involvement on the east end of Houston," said Fallon, beaming as she surveyed the packed room. "They're wrong. As long as you focus on solid academics, orderly schools and high expectations, then you'll get all the parent involvement you need. That's what this charter school is all about."

APPLICATION

"Getting kids prepared for high school" is the focus of the Yzaguirre Charter School, explains Denise Garcia, above. Garcia remembers how too many of her Algebra 2 students "didn't know simple integers—or even simple multiplication and division"

The new charter school features an extended-day program because, "the school day can't end at 3:00 p.m. when you have a kid who's already three or four years behind" academically, says teacher Ronnie Galtz, right

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Yzaguirre counselor Daniel Bustamonte says that the charter school's small size is key to the faculty's goal of knowing the students and their families individually

Right from the start

The idea for charter schools was first outlined by AFT president Albert Shanker in a 1988 National Press Club speech. His proposal was to allow school districts to "charter" a small group of teachers to start a new school, or even a school-within-a-school, "to do things that are very different from the rest of the system and to move out of a lock-step situation." These charter schools could provide a vehicle for developing fresh approaches to learn-

ing and teaching that could reinvigorate schools nationwide, Shanker said. But he also emphasized that there must be safeguards in place to ensure that the new schools actually benefit the entire system, things such as voluntary participation by students and staff, guarantees that representative groups of students would be served at charter schools, high-quality assessments and academic goals, and assurances that the schools would operate with the same money that all other schools receive.

Based on quantity, there is no question that the charter school concept has been an unmitigated success. Since 1992, when the first charter school in St. Paul, Minn., opened its doors, a total of 25 states have passed charter school laws, and 226 charter schools serving 28,000 students nationwide were in operation by the summer of 1996. But concerns remain about whether these schools can ultimately become the "laboratories of learning" for entire school systems that they originally were intended to be, particularly since states have adopted charter schools legislation that varies widely in quality and, in some cases, could allow charter schools to devolve into a disconnected gulag of "boutique buildings" or vehicles to undercut the rights of educators.

Charter School Laws: Do They Measure Up? a 1996 report from the AFT's Charter Schools Research Project, highlights grave problems with charter school laws now on the books. The report finds "the idea has grabbed but the vision has not followed," says AFT vice president Marcia Reback, who is also president of the AFT's state federation in Rhode Island (see sidebar).

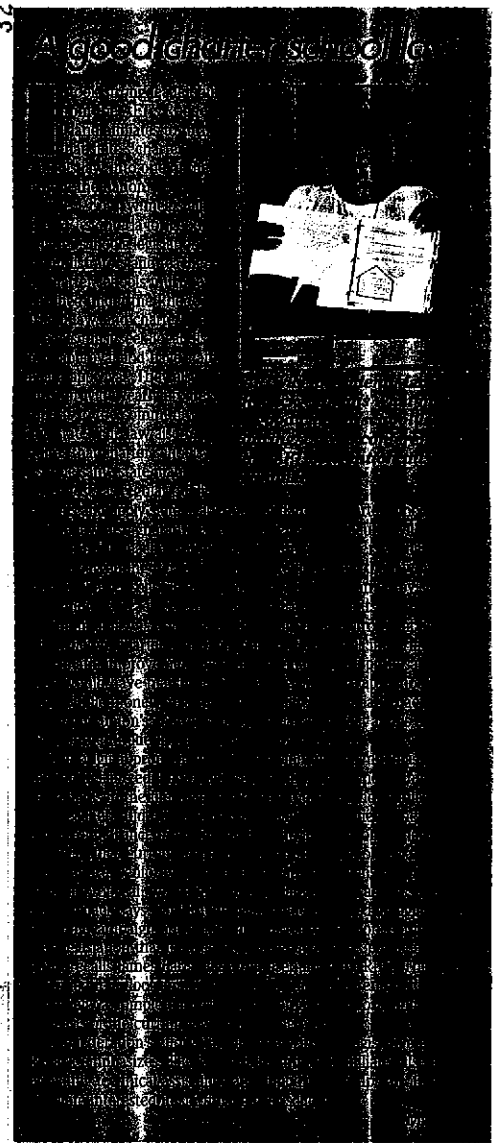
No state laws require charter schools to collect data showing how their students' performance compares to traditional public school students. Only eight of the 25 states require charter school students to take the same exams as those given in regular public schools, and only six require states to meet state standards. This disconnect between charter schools and efforts to set consistent, high academic standards now under way in most states is "a matter of grave concern," stresses Eugenia Kemble, director of the AFT educational issues department. Unless charter schools develop programs that are consistent with state and/or local standards, the report notes, "students who move from charter schools back into the public school system, or to other charter schools, may have significantly different curriculum, making adjustment very difficult."

Many states also have failed to ensure that charter schools are accessible to all. Although all states prohibit charter schools from charging tuition; they are less clear about rules for charging fees or soliciting donations. "States have rightly recognized that charter schools should be able to accept gifts, grants and donations, but some charter schools are aggressively seeking quarterly donations from parents," the report warns. States need to ensure that these contributions don't become "thinly veiled tuition." They also should monitor the common practice of requiring parents of charter school students to sign a contract guaranteeing their participation in school life to ensure that parental involvement is not "used as a proxy for race or class-based screening," the report advises.

Perhaps one of the biggest ironies—and disappointments—about charter schools legislation revolves around staffing and conditions of employment. The idea originally advanced by Shanker cast charter schools as a vehicle to boost teacher professionalism and as the logical outgrowth of union efforts to build collective bargaining agreements that could improve teaching and learning in school systems. "We can't wait until all the districts throughout the country have the strongest and best bargaining relationships," he explained to reporters. Charter schools could help extend contractual-based innovation beyond the "first wave" of reform generated by unions in major districts, he said.

Yet most states have failed to extend full collective bargaining rights and protections to teachers in charter schools—and 15 have laws that prevent, restrict or are silent on collective bargaining (Continued on page 15)

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Houston Federation of Teachers president Gayle Fallon (left) and Tejano Learning Center CEO Richard Farias told AFT convention delegates how they helped to start the Houston charter school that will ratchet up academic expectations and support for many disadvantaged students

ATTACHMENT 22

APPLICATION

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

DEPARTMENT OF THE TREASURY

Date: *May 31 1997*

*Rec
11-9-97*

Employer Identification Number:
76-0377101
DLN:
17053130795007
Contact Person:
D. A. DOWNING
Contact Telephone Number:
(513) 241-5199
Our Letter Dated:
November 1992
Addendum Applies:
No

TEJANO CENTER FOR COMMUNITY
CONCERNS INC
6901 BROWNWOOD
HOUSTON, TX 77020

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

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

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

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

C. Ashley Bullard
District Director

Letter 1050 (DO/CG)

DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI OH 45201

116-121

APPLICATION

Date: MAY 31 1992

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75-1177331
OLN
17051110796017
Contact Person:
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Contact Telephone Number:
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C. Ashley Bullard
District Director

Letter 1050 (DC/CG)



COMPTROLLER OF PUBLIC ACCOUNTS

STATE OF TEXAS
AUSTIN, 78774

APPLICATION

January 29, 1993

Richard R. Farias
Tejano Center for Community
Concerns, Inc.
6901 Brownwood @ Lathrop
Houston, TX 77020-5319

Dear Mr. Farias:

I am happy to report that Tejano Center for Community Concerns, Inc., Taxpayer No. 3-01158-7724-0, qualifies for exemption from state franchise tax and state sales tax. In the event that we have reason to believe that it no longer qualifies for the exemptions, we will notify the registered agent that the exempt status is under review. The franchise tax exemption as a 501(c)(3) organization is effective June 24, 1992.

This corporation also qualifies for exemption from the state and local sales taxes effective the date of this letter as a 501(c)(3) organization. It may now issue an exemption certificate in lieu of the sales tax on taxable items if they relate to the purpose of the exempt organization and are not used for the personal benefit of a private stockholder or individual. The certificate does not require a number to be valid and may be reproduced in any quantity.

If the organization changes its name, registered agent or registered office address, it is required to notify the Secretary of State.

If you have any questions, please call Wanda Carter toll free at 1-800-531-5441, ext. 3-4142. The regular number is 512/463-4142.

Sincerely,

Stefanie B. Medack
Exempt Organizations Section

SM/74



The State of Texas

SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

OF

TEJANO CENTER FOR COMMUNITY CONCERNS, INC.

Charter No. 1235199

The undersigned, as Secretary of State of the State of Texas, hereby certifies that Articles of Incorporation for the above corporation duly signed pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation and attaches hereto a copy of the Articles of Incorporation.

Dated JUNE 24, 19 92.



John Hannah Jr
Secretary of State

djm

334

Office of the
Secretary of State



Corporations Section

P.O. Box 13697
Austin, Texas 78711-3697

ARTICLE 1396-9.01 REPORT

Pursuant to the provisions of article 9.01 of the Texas Non-Profit Corporation Act, the undersigned corporation hereby files its report setting forth:

- 1. The name of the corporation is Tejano Center for Community Concerns, Inc.
The corporation's charter number is 1235199
- 2. It is incorporated under the laws of State of Texas
- 3. The address (including street or building address, city, state, and zip code) of the registered office of the corporation in the state of Texas is 6901 Brownwood, Houston, Texas
Zip Code 77020
- 4. The name of its registered agent at such address is Richard R. Farias
- 5. If the corporation is a foreign corporation, the address of its principal office in the state or country under the laws of which it is incorporated is N/A
- 6. The names and respective addresses of its directors and officers are:

NAME	ADDRESS (city and state)	OFFICE
<u>John Salinas</u>	<u>P.O. Box 1700, Houston, TX 77251</u>	<u>Chairman</u>
<u>Pat Sanchez</u>	<u>1753 Branard#2, Houston, TX 77098</u>	<u>Sec./Trea.</u>
<u>Danny Abrego</u>	<u>6649 Park LN, Houston, TX 77023</u>	<u>Vice Chair</u>

7. The foregoing information is given as of the date of the execution of this report.

Dated 10-24, 1996

Tejano Center for Community Concerns, Inc.

Name of Corporation

By: Richard R. Farias

Its President

Authorized Officer

JUN 18 1992

Corporations Section

ARTICLES OF INCORPORATION

OF

TEJANO CENTER FOR COMMUNITY CONCERNS, INC.

We, the undersigned natural persons of the age of eighteen years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

I.

The name of the Corporation shall be Tejano Center for Community Concerns, Inc. (hereinafter, the "Corporation").

II.

The Corporation is a non-profit Corporation.

III.

The period of its duration is perpetual.

IV.

The Corporation is organized and shall be operated exclusively to carry out charitable, or educational purposes as defined in Section 501 (c)(3) of the Internal Revenue Code, and as these relate to benefit the Social Welfare and Education of low-income families. The Corporation shall carry out such purposes by conducting or supporting social service and educational activities in low income neighborhoods of the State of Texas. These will serve to combat community deterioration, poverty, juvenile delinquency, racial discrimination and prejudice; reduce neighborhood tension; relieve the poor, distressed and underprivileged. Such activities in such neighborhoods shall include, but not be limited to:

1. Activities designed to shelter homeless children.
2. Educational activities to assist drop-out or high risk children and youth.
3. Educational activities for non-English speaking residents and for limited English proficiency residents.
4. Drug, alcohol, and inhalant abuse education, prevention and counseling activities for high-risk individuals.
5. Health and health-related Prevention and/or Health Education activities targeting high-risk members of minority populations.
6. Activities that will promote improved living conditions of low and moderate income families.
7. Activities which will promote services for the low-income elderly population.

8. Activities that will provide for program development assistance to other community based non-profit charitable and educational organizations throughout the State of Texas.

Solely for the above purposes, the Corporation is empowered to receive gifts, devises, bequests and contributions in any form, and to use, apply, invest and reinvest the principal and/or income therefrom, or distribute the same for the above purposes.

The foregoing provisions of the paragraphs shall be construed both as purposes and powers, and it is hereby expressly provided that the foregoing enumeration of specific purposes shall not be held to limit or restrict in any manner the powers of the Corporation and are in furtherance of and in addition to, and not in limitation of, the general powers conferred by the laws of the State of Texas on non-profit corporations; provided, however, no purpose stated above will authorize the Corporation to be organized for or to own or purchase property or to transact any business in this state in a manner prohibited by any law of the State of Texas, as now written or as hereafter amended.

V.

No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to the Corporation's members, trustees, officers or private individuals, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set in Article IV hereof.

VI.

It is intended that this Corporation shall have the status of a corporation which is exempt from federal income taxation under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code and which is other than a private foundation by reason of being described in Section 509(a)(3) of the Code. These Articles shall be construed accordingly, and all powers and activities of the Corporation shall be limited accordingly. The Corporation shall not carry on propaganda or otherwise attempt to influence legislation to such extent as would result in the loss of its exemption from federal income tax under Section 501(c)(3) of the Code. No activity of the Corporation shall consist of participants in or intervening in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

VII.

The initial Members of the Corporation shall be Richard R. Farias, Manuel Lopez, Mark Gilbert Cougar, Adolfo Garcia and Adriana Tamez. The rights of the Members and the method for selecting additional or successor Members shall be as set forth in the By-laws of the Corporation.

VIII.

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, distribute all of the assets of the Corporation exclusively for charitable or educational purposes, as defined by the IRS Code for tax-exempt organizations. The assets of the Corporation shall be distributed in such a

manner and to such "qualified organizations" as the Board of Directors shall determine. Any of such assets not so distributed shall be distributed by the district court of the county in which the principal office of the aforesaid purposes of the Corporation, or to such "qualified organization" or organization as said court shall determine.

IX.

The street address of the initial registered office of the Corporation is 7210 Eagle Pass, Houston, Texas 77020, and the name of its initial registered agent at such address is Adriana Tamez. All records of the corporation shall be kept at the same above address.

X.

The number of Directors constituting the initial Board of Directors of the Corporation shall be five (5), and the names and the addresses of the persons who shall serve the Corporation as Directors until the first annual or the other meeting called to elect Directors, are as follows:

<u>Name</u>	<u>Address</u>
Manuel Lopez	1450 Munger Houston, Texas 77023
Mark Gilbert-Cougar	Box 3441 Pasadena, Texas 77501-3441
Richard R. Farias	10230 Sageplum Houston, Texas 77089
Adolfo Garcia	4239 Winterborne Drive Pasadena, Texas 77505
Adriana Tamez	7210 Eagle Pass Houston, Texas 77020

XI.

The affirmative vote of the Members at any annual or special meeting of Members, shall be required to adopt or approve the following actions:

- a. Liquidation or dissolution of the Corporation;
- b. Merger, consolidation or transfer of substantially all of the assets of the Corporation; and
- c. Repeal, modification, amendment in whole or in part of, or addition to, the Articles of Incorporation or By-laws of the Corporation or the adoption of new Articles of Incorporation or By-laws.

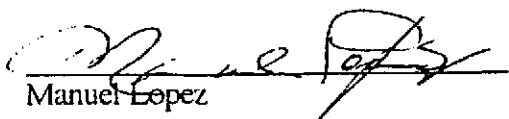
The notice of the meeting at which any action is to be considered shall set forth the subject of such action.


XII.

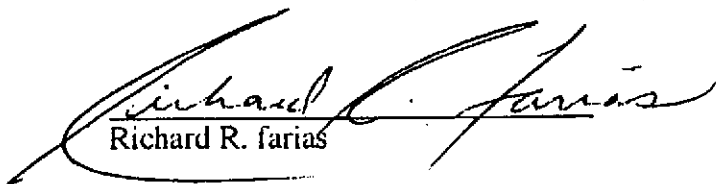
The name and street address of each Incorporator is:

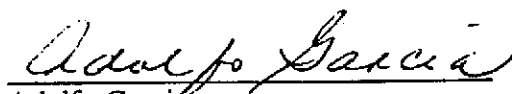
<u>Name</u>	<u>Address</u>
Manuel Lopez	1450 Munger Houston, Texas 77023
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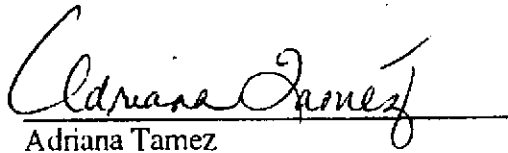
IN WITNESS WHEREOF, we have hereto set our hands, this 22nd day of JUNE, 1992.


Manuel Lopez


Mark Gilbert-Cougar


Richard R. Farias


Adolfo Garcia

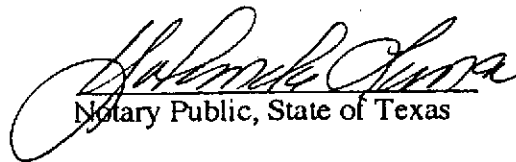

Adriana Tamez

STATE OF TEXAS

COUNTY OF HARRIS

Before me, a Notary Public, on this day personally appeared Richard R. Farias, Manuel Lopez, Mark Gilbert-Cougar, Adolfo Garcia and Adriana Tamez, known to me to be the persons whose names are subscribed to the foregoing document, and being by me first duly sworn, severally declared that the statements therein contained are true and correct.

Given under my hand and seal of office this 22 day of JUNE, 1992.



Notary Public, State of Texas

Yolanda Luna
Printed Name of Notary

My Commission expires

01-21, 1995

BY-LAWSOFTEJANO CENTER FOR COMMUNITY CONCERNS, INC.ARTICLE INAME AND REGISTERED OFFICE

The name of the Corporation shall be Tejano Center For Community Concerns, Inc., hereinafter the "Corporation". The Corporation shall have and continuously maintain in the State of Texas a registered Office and a registered Agent whose office is identical with such registered Office. The address of the registered Office may be changed from time to time by the Board of Directors.

ARTICLE IIMEMBERSHIP

Section 1. Members. The Corporation will have no membership.

Section 2. Community Participation. The Corporation will provide for and encourage community involvement and participation in the affairs of the Corporation. It will establish policies that will implement a process to assure such community involvement and participation. The policies shall stipulate that input from residents of those target neighborhoods shall be integral to community needs assessments and all service delivery activities.

ARTICLE IIIBOARD OF DIRECTORS

Section 1. Number, Election and Term of Office.

A. The initial number of Directors shall be five.

B. The Directors of the Corporation may from time to time appoint additional new Directors, at the Annual Meeting of the Board of Directors or at a special meeting called for such a purpose.

C. Each Director shall hold Office for a term of three years, and/or until his or her successor is duly qualified and elected, or until his, or her, earlier resignation, removal from office, or death. Directors whose term expires maybe re-qualified and re-elected at the Board's next Annual Meeting.

Section 2. Resignation or removal. A Director may be removed by majority vote of the Board of Directors present at any duly constituted meeting of the Board.

Section 3. Vacancies. A vacancy in any office for any reason shall be filled by appointment of the Board of Directors for the unexpired portion of that term.

Section 4. Quorum and Transaction of Business. A simple majority of Directors shall constitute a quorum for the transaction of business at any meeting of the Directors. The act of a simple majority of the Directors present at a meeting at which a quorum is present is the act of the Board, unless the act of a greater number is required by law, the Articles of Incorporation, or these By-laws.

Section 5. Meetings of Directors. The first Annual Meeting shall be held no later than the thirteenth month following the Corporation's Organizational Meeting, or as soon thereafter as is practicable. Ensuing Annual Meetings of the Board shall take place no later than thirteen months after the previous Meeting. Special or Emergency Meetings of the Board may be called by the President, Vice President, on behalf of the President, or majority of Directors.

Section 6. Notice of Meetings of Board of Directors. The Annual Meeting of the Board of Directors will be held with Notice. Notice of any Special Meeting of the Board of Directors shall be given to each Director by the Secretary, or person, or persons, calling the meeting within 7 days prior to the proposed date of such meeting. Such Notice need not specify the purposes of the Meeting and may be delivered by any reasonable means. Notice of any meeting shall be considered given if mailed, or otherwise sent, or delivered in writing, to the Director at his or her address as specified in the records of the Corporation. Notice shall be deemed to have been waived by any Director who shall attend and participate in such Meeting without protesting, prior to, or at the commencement of, such meeting. The lack of proper Notice may be waived, in writing, by any Director, either before, at, or after, such meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not properly called, or convened.

Section 7. Voting. Except as otherwise specifically provided in these By-laws, or as required by law, action approved by the affirmative vote of a simple majority vote of the Directors present at a meeting, at which a quorum is present, shall be the action of the Board of Directors.

Section 8. Powers. It shall be the duty of the Directors to carry out the purposes of the Corporation, and to this end, to manage and control all of its property and assets. The Board at its discretion may delegate responsibility and authority for the affairs of the Corporation to an Executive Director.

Section 9. Committees. The Board of Directors may from time to time create an Executive Committee of the Board, as well as, other Committees. The Board of Directors may delegate to any such committee any of the authority of the Board, or it may reserve final action on any business matter to itself.

Section 10. Action Without Meeting. Any action which might be taken at any meeting of the Board of Directors may be taken without such meeting by a writing, or writings, signed by a majority of the Directors. The writing, or writings, evidencing such action taken without a meeting shall be filed with the Secretary of the Corporation and inserted in the permanent Records relating to Meetings of the Directors.

Section 11. Meetings Held Through Communications Equipment. Meetings of the Board of Directors may be held through communications equipment if all persons participating can hear each other and such participation shall constitute presence at such a meeting.

ARTICLE IVOfficers

Section 1. Election. The Officers of the Corporation shall consist of a President, Vice President, Secretary, and Treasurer, and such other officers as the Board of Directors shall from time to time designate. Officers shall be elected annually by the Board at Annual Meetings of the Board of Directors. If the election of the Officers shall not be held at such meeting, such elections shall be held as soon thereafter as convenient. Each Officer shall hold Office until his or her successor shall have been duly qualified and elected. The term of each Office shall be one year.

Section 2. Duties. The Officers shall have authority and shall perform such duties as are customary to their respective Offices. Other and further duties are as may be prescribed in these By-laws, and as may be from time to time, required of them by the Directors.

ARTICLE VIndemnificationSection 1. Authorization.

A. In the event that any person who was, or is, a party, or is threatened to be made a party to, any threatened, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, seeks indemnification from the Corporation against expenses, including attorneys' fees, and in the case of actions other than those by or in the right of the Corporation, judgments, fines and amounts paid in settlement, incurred by such person in connection with such action, suit or proceeding by reason of the fact that such person is or was a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation (domestic or foreign, non-profit or for profit), partnership, joint venture, trust or other enterprise, then unless such indemnification is ordered by a court, the Corporation shall determine or cause to be determined in the manner in accordance with the laws of the State of Texas whether or not indemnification is proper in the circumstances because the person claiming such indemnification has met the applicable standards of conduct set forth by the laws of the State of Texas and, to the extent that it is determined that such indemnification is proper, the person claiming such indemnification.

B. Expenses, including attorneys' fees, incurred in defending any action, suit, or proceeding referred to in Paragraph A of this section may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Corporation in accordance with the laws of the State of Texas (i) upon receipt by the Corporation of a written affirmation by the Director, officer, employee or agent of his good faith belief that he has met the standard of conduct necessary for indemnification under the laws of the State of Texas, (ii) upon receipt by the Corporation of a written undertaking by or on behalf of the Director, officer employee or agent to repay such amount unless it shall ultimately be determined that such person is entitled to be indemnified by the Corporation as authorized in the Article and (iii) upon a determination that the facts then known to those making the determination would not preclude indemnification under this article or under the laws of the State of Texas.

C. The indemnification provided by Paragraph A of this Section shall not be deemed exclusive to any other rights to which those seeking indemnification may be entitled under the laws or any agreement, vote of the Members or of disinterested Directors, or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such

office, and shall continue as to a person who has to be a Director, officer employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 2. Insurance. The Corporation, to the extent permitted by the laws of the State of Texas, may purchase and maintain insurance on behalf of any person who is, or was a Director, or officer of the Corporation, or is, or was, serving at the request of the Corporation as director, officer, employee, or agent of another corporation (domestic or foreign, non-profit or for profit), partnership, joint venture, trust or other enterprise.

ARTICLE VI

Fiscal Year

The fiscal year of the Corporation shall end on the last day of December, unless otherwise changed by the Board of Directors.

ARTICLE VII

Voting Requirements for Certain Actions by Directors

Section 1. Certain Distributions, Transfers, etc. The affirmative vote of a majority of the Directors, at Any Annual, or special meeting of Directors, shall be required, to approve the distribution of assets, upon the dissolution of the Corporation. The Notice of the meeting at which any such action is to be considered shall set forth the subject of such action, or actions.

Section 2. Transfer Procedures. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, distribute all of the assets of the Corporation exclusively for charitable or educational purposes, as defined by the IRS Code for tax-exempt organizations. The assets of the Corporation shall be distributed in such a manner and to such "qualified organizations" as the Board of Directors shall determine. Any of such assets not so distributed shall be distributed by the district court of the county in which the principle office of the aforesaid purposes of the Corporation, or to such "qualified organization" or organizations as said court shall determine.

Section 3. Action in writing. In lieu of a vote at a meeting to approve an action described in Section 1 and 2 described above, such action may be approved by the unanimous affirmative vote of the Directors, evidenced by a writing, or writings signed by all of them.

ARTICLE VIII

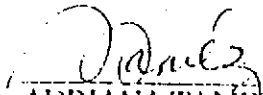
Miscellaneous

Section 1. Record of Directors. The Secretary of the Corporation shall keep or cause to be kept a book, which may be included in and be a part of the book containing the minutes of board meetings, in which shall be written in ink or typed the names of all Directors, together with the last known address of each Director. There shall also be stated therein the date upon which each Director became such, and upon the termination of any directorship for any cause, the facts relating thereto shall be recorded in said book, together with the date of such termination. It shall be the duty of every Director, upon becoming such, forthwith, to furnish to the Secretary of the Corporation, for inclusion in such record, his or her address and then likewise promptly to report to the Secretary for inclusion in such record any change in such address.

APPLICATION

Section 2. These By-laws may be amended by the Board of Directors by a vote of two-thirds of Directors present at an Annual, or special meeting in which a quorum is present.

I, ADRIANA TAMEZ, DO HEREBY CERTIFY THAT THE ABOVE BY-LAWS WERE DULY ADOPTED BY THE BOARD OF DIRECTORS ON THE 8th DAY OF September 1992.


ADRIANA TAMEZ
BOARD SECRETARY

TEJANO CENTER FOR COMMUNITY CONCERNS

BY-LAWS

ARTICLE IV

OFFICERS


SECTION 1. ELECTION. THE OFFICERS OF THE CORPORATION SHALL CONSIST OF THE PRESIDENT, CHAIRPERSON, VICE-CHAIRPERSON, SECRETARY, AND TREASURER, AND SUCH OTHER OFFICERS AS THE BOARD OF DIRECTORS SHALL FROM TIME TO TIME DESIGNATE. OFFICERS SHALL BE ELECTED ANNUALLY AT THE ANNUAL MEETING, SUCH ELECTIONS SHALL BE HELD AS SOON THEREAFTER AS CONVENIENT. EACH OFFICER SHALL HOLD OFFICE UNTIL HIS OR HER SUCCESSOR SHALL HAVE BEEN DULY QUALIFIED AND ELECTED. THE TERM OF EACH OFFICE SHALL BE ONE YEAR.

SECTION 2. DUTIES. THE OFFICERS SHALL HAVE AUTHORITY AND SHALL PERFORM SUCH DUTIES AS ARE CUSTOMARY TO THEIR RESPECTIVE OFFICES. OTHER AND FURTHER DUTIES ARE AS MAY BE PRESCRIBED IN THESE BY-LAWS, AND AS MAY BE FROM TIME TO TIME, REQUIRED OF THEM BY THE DIRECTORS.

SECTION 3. SPECIAL DUTIES OF THE PRESIDENT. THE PRESIDENT SHALL BE THE CHIEF EXECUTIVE OFFICER OF THE CORPORATION AND SHALL, IN GENERAL BY MEANS OF A PROFESSIONAL AND CLERICAL STAFF, SUPERVISE AND ADMINISTER ALL THE BUSINESS AND AFFAIRS OF THE CORPORATION. THE PRESIDENT, AS WELL AS ANY OTHER PROPER OFFICER, OR STAFF PERSON OF THE CORPORATION AUTHORIZED BY THE BOARD OF DIRECTORS, MAY SIGN ANY DOCUMENT, CONTRACT, OR OTHER INSTRUMENT WHICH THE BOARD OF DIRECTORS HAS AUTHORIZED TO BE EXECUTED, ALONE, OR IN CONJUNCTION WITH SUCH OTHER PERSON AS THE BOARD MAY REQUIRE, EXCEPT IN CASES WHERE THE SIGNING AND EXECUTION THEREOF HAVE BEEN EXPRESSLY DELEGATED BY THE BOARD OF DIRECTORS OR BY THESE BY-LAWS OR BY STATUTE OR BY THE ARTICLES OF INCORPORATION TO SOME OTHER OFFICER OR AGENT OF THE CORPORATION. THE PRESIDENT SHALL PERFORM OTHER SUCH DUTIES AS ARE INCIDENT TO THE OFFICE OF PRESIDENT, AND SUCH OTHER DUTIES AS MAY BE PRESCRIBED BY THE BOARD OF DIRECTORS FROM TIME TO TIME.

ADOPTED 12/15/92
EFFECTIVE 1/12/93

I, ADRIANA TAMEZ, DO HEREBY CERTIFY THAT THE ABOVE BY LAWS AMENDMENT WAS DULY ADOPTED BY THE BOARD OF DIRECTORS ON THE 12th DAY OF January 1993.


ADRIANA TAMEZ
BOARD SECRETARY

AMENDMENT #2

TEJANO CENTER FOR COMMUNITY CONCERNS

BY-LAWS

ARTICLE III


BOARD OF DIRECTORS

SECTION 1. NUMBER, ELECTION AND TERM OF OFFICE

- D. THE PRESIDENT OF THE CORPORATION SHALL AUTOMATICALLY BE QUALIFIED AS A DIRECTOR BY VIRTUE OF THE APPOINTIVE OFFICE OF PRESIDENT. TERM LIMITATIONS DESCRIBED ABOVE ARE NOT APPLICABLE TO THE PRESIDENT OF THE CORPORATION AND HE/SHE SHALL SERVE AS A DIRECTOR THROUGHOUT THE TENURE OF HIS/HER OFFICE. ALL PRIVILEGES, RIGHTS, AND RESPONSIBILITIES OF A DIRECTOR INURE TO THE PRESIDENT OF THE CORPORATION, SAVE AND EXCEPT THE RIGHT OF A VOTE AT MEETINGS OF THE BOARD OF DIRECTORS.

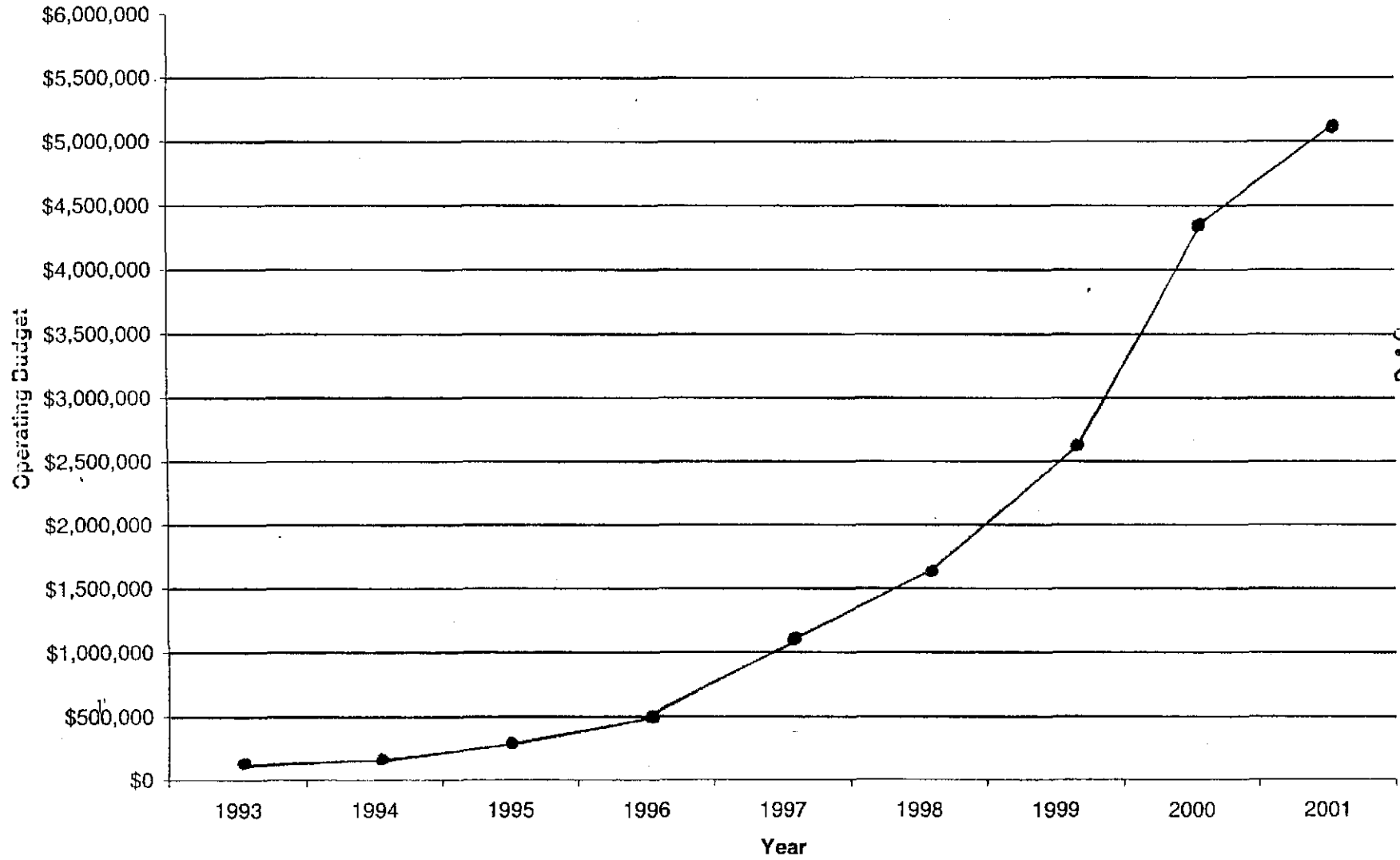
ADOPTED 12/15/92
EFFECTIVE 1/12/93

I, ADRIANA TAMEZ, DO HEREBY CERTIFY THAT THE ABOVE BY-LAWS AMENDMENT WAS FULLY ADOPTED BY THE BOARD OF DIRECTORS ON THE 12th DAY OF January 1993.


ADRIANA TAMEZ
BOARD SECRETARY

ATTACHMENT 23

Financial History of Tejano Center



990 FORM

PAGES 361 to 373 = 13 PAGES

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

13 PAGES HAVE BEEN WITHHELD

to division
2/28/01

As relates to rental property @ fair market value Our existing rental of the 70,000

CONTINGENCIES

TEJANO CENTER FOR COMMUNITY CONCERNS, INC.
RAUL YZAGUIRRE SCHOOL FOR SUCCESS
2950 Broadway, Houston, Texas, 77017, (713) 644-2340

February 14, 2001

Ms. Susan Barnes
Charter Schools Director
Texas Education Agency
1701 N. Congress Ave.
Austin, Texas 78701 -1494

Dear Ms. Barnes,

I have now spoken with the TEA representatives from legal, Special Ed and from Finance. I believe the following information will satisfy TEA issues related to our Charter renewal:

As relates to a lottery system for future enrollment: The Raul Yzaguirre Charter School is preparing to implement a lottery system for our 2001- 2002 School year. The guidelines provided by the TEA legal department will be utilized in implementing the lottery system. I would like to clarify, however, that in our original charter application we had been approved to utilize a first come first serve basis for enrollment (item 14). We are ready to proceed with the new lottery system as requested.

As relates to geographic area for enrollment purposes: The following zip codes encompass our enrollment area, 77003, 77004, 77011, 77012, 77013, 77017, 77021, 77023, 77033, 77087, 77020, 77029 and 77061. Please, note that only part of area code 77029 will be utilized due to the fact that HISD is only in part of that zip code. Attached, please find a map of the area that we will serve. We will continue to take only students from this area. HISD continues to be the only school district, which we will impact directly.

As relates to the Open Meetings Act: TEA legal services has been advised that we are abiding by rules of the Open Meetings Act for both the Tejano Center Board and for the Raul Yzaguirre School Board meetings. As such, notices are posted 72 hours prior to the time and date of the meeting and time is on the agenda for any public speakers to address both boards. Please, find attached samples of the meeting notices for both Boards.

As relates to fiscal year: Our controller's office has communicated with the TEA Finance office and has established that our fiscal year will be changed to September 1 through August 31* as required by TEA. To accommodate the transition, our next audit will be for a 13 month period as discussed with the TEA finance office.

The faculty and staff are provided with a monthly Saturday morning workshop that addresses the uses of MS Applications, the use of the Internet and e-mail management, as well as the methods for integration of technology into classroom instruction.

When possible, grant awards that allow for teacher participant and monetary compensation are used to give faculty members exposure in working with outside organizations (grant partners) and recognition for grant award projects.

B. Special Needs Students/Programs

1. Describe in detail how your school accommodates students with Special Education needs. Address the following:

a) Child Find

District Child Find procedures will have as their purpose the locating, identifying, and evaluating of all resident students, in accordance with applicable record keeping requirements from pre-evaluation through decisions regarding eligibility. Procedures will address the age range from birth to 21; all severities and conditions of disability will be included. Activities will include all public and private agencies and institutions, and will be ongoing and include students currently enrolled in the public school as well as those not enrolled (Special Education Procedures, 1999). Child Find posters in English and Spanish are posted around the school informing parents and the community that special needs children can be referred to the school for evaluation. A Roundtable meeting for Parents is held once a semester. Information is disseminated through The Tejano Center for Community Concerns (TCCC) and Agency/School sponsored Health Fairs.

b) Confidentiality

All student records pertaining to Special Education remain confidential according to state and federal laws. The Special Education Procedures Manual describes in detail the procedures that the Administration follows to maintain student confidentiality. Parents are advised of their rights pertaining to student records at least once annually. As part of teacher training, an inservice about the importance of confidentiality of student records is provided at least once annually.

c) Procedural Safeguards

Procedural Safeguards are an important part of the Special Education process for the parents. It is essential that parents understand the information included in the safeguards to protect the rights of their student. Parents are given a copy of the Safeguards with each notice of the Admission, Review, and Dismissal (ARD) Committee Meeting to be held. The Procedural Safeguards are provided in English and Spanish. Parents are provided an explanation of the contents of the Procedural Safeguards in the ARD meeting. Questions regarding the contents are answered at the ARD meeting or at any other time that the parent asks. Documentation is included in the ARD minutes and in the student folder. The detailed policy on Procedural Safeguards is included in the Special Education Procedures Manual.

d) Notice of Admission, Review, and Dismissal Committee Meetings

Written notice that meets the requirements of the paragraph below containing the contents of the notice) will be given to the parents of a child with a disability within a reasonable amount of time (at least five school days) prior to the date of the meeting before the school 1) proposes to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child; or 2) refuses to initiate or change the identification, evaluation or educational placement of the child or the provision of FAPE to the child. When the school proposes an action that requires written consent of the parent, written notice will again be given to the parent. The notices are given in a language that is understandable to the general public and provide in the language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so. If the native language or other mode of communication of the parent is not a written language, the school shall take steps to ensure—that the notice is translated orally or by other means to the parent in his or her native language or other mode of communication; that the parent understands the content of the notice; and that there is written evidence that the requirements in the following paragraph have been met.

The contents of the notice will include a description of the action proposed or refused by the school, an explanation of why the school proposes or refuses to take the action, a description of any other options that the agency considered and the reasons why those options were rejected, a description of each evaluation procedure test, record, or report the school used as a basis for the proposed or refused action, a description of any other factors that are relevant to the school's proposal or refusal, a statement that the parents of a child with a disability have protection under the procedural safeguards of this part and, if this notice is not an initial referral for evaluation, the means by which a copy of a description of the procedural safeguards can be obtained, and sources, such as Region IV Education Center, for parents to contact to obtain assistance in understanding the provisions of this part.

e) Assessment of Children to Determine Eligibility

The school ensures that a full and individual initial evaluation will be conducted according to federal guidelines before the initial provision of special education and related services to a child with a disability under IDEA. The school also ensures that the following requirements are met:

1. Tests and other evaluation materials used to assess a child under IDEA are selected and administered so as not to be discriminatory on a racial or cultural basis; and are provided and administered in the child's native language or other mode of communication, unless it is clearly not feasible to do so; and
2. Materials and procedures used to assess a child with limited English proficiencies are selected and administered to ensure that they measure the extent to which the child has a disability and needs special education rather than measuring the child's English language skills.

A variety of assessment tools and strategies are used to gather relevant functional and developmental information about the child, including information provided by the

parent and information related to enabling the child to be involved in and progress in the general curriculum (or for a preschool child, to participate in appropriate activities), that may assist in determining whether the child is a child with a disability and the content of the child's IEP. Any standardized tests that are given to a child—have been validated for the specific purpose for which they are used; and are administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the tests. If an assessment is not conducted under standard conditions, a description of the extent to which it varied from standard conditions (e.g., the qualifications of the person administering the test, or the method of test administration) must be included in the evaluation report. Tests and other evaluation materials include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient. Tests are selected and administered so as best to ensure that if a test is administered to a child with impaired sensory, manual, or speaking skills, the test results accurately reflect the child's aptitude or achievement level to whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure). No single procedure will be used as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child. The child will be assessed in all areas related to the suspected disability, including, if appropriate, health, vision hearing, social, and emotional status, general intelligence, academic performance, communicative status and motor abilities. In evaluating each child with a disability under IDEA, the evaluation will be sufficiently comprehensive to identify all of the child's special education and related services needs, whether or not commonly linked to the disability category in which the child has been classified. The school uses technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors. The school uses assessment tools and strategies that provide relevant information that directly assists persons in determining the educational needs of the child.

As part of an initial evaluation, (if appropriate), and as part of any reevaluation under IDEA, a group of individuals involved in the student's program, and other qualified professionals, as appropriate, shall review existing evaluation data on the child, including—evaluations and information provided by the parents of the child; current classroom-based assessments and observations; and observations by teachers and related services providers; and on the basis of that review and input from the child's parents, identify what additional data, if any, are needed to determine—whether the child has a particular category of disability, or, in case of a reevaluation of a child, whether the child continues to have such a disability; the present levels of performance and educational needs of the child; whether the child needs special education and related services, or in the case of a reevaluation of a child, whether the child continues to need special education and related services; and whether any additions or modifications to the special education and related services are needed to enable the child to meet the measurable annual goals set out in the IEP of the child and to participate, as appropriate, in the general curriculum. The school shall administer tests and other evaluation materials as may be needed to produce the data

identified in the process above. If no additional data are needed to determine whether the child continues to be a child with a disability, the school will notify the child's parents—of that determination and the reasons for it, and of the right of the parents to request an assessment to determine whether, for purposes of services, the child continues to be a child with a disability.

After completing the administration of tests and other evaluation materials—a group of qualified professionals and the parent of the child will determine whether the child is a child with a disability, and the school will provide a copy of the evaluation report and the documentation of determination of eligibility to the parent. A child may not be determined to be eligible if the determinant factor for that eligibility determination is—a lack of instruction in reading or math; or limited English proficiency; and if the child does not otherwise meet the eligibility criteria. The school will evaluate a child with a disability under these guidelines before determining that the child is no longer a child with a disability. The evaluation will not be done if the student is terminated due to graduation with a regular education diploma, or exceeding the age eligibility for FAPE under State law.

In interpreting evaluation data for the purpose of determining if a child is a child with a disability, and the educational needs of the child, the school will draw upon information from a variety of sources, including aptitude and achievement test, parent input, teacher recommendations, physical condition, social or cultural background, and adaptive behavior; and ensure that information obtained from all of these sources is documented and carefully considered. If a determination is made that a child has a disability and needs special education and related services, an IEP must be developed for the child.

The school ensures that the IEP of a child with a disability is reviewed as described above and that a reevaluation of each child is conducted if conditions warrant a reevaluation, or if the child's parent or teacher requests a reevaluation, but at least once every three years.

The determination of whether a child suspected of having a specific learning disability is a child with a disability as defined by IDEA, must be made by the child's parents and a team of qualified professionals which must include the child's regular teacher, a regular classroom teacher qualified to teach a child of his or her age; or for a child of less than school age, an individual qualified by the SEA to teach a child of his or her age; and at least one person qualified to conduct individual diagnostic examinations of children, such as a school psychologist, speech-language pathologist, or remedial reading teacher.

A team may determine that a child has a specific learning disability if the child does not achieve commensurate with his or her age and ability levels in one or more of the areas described above, if provided with learning experiences appropriate for the child's age and ability levels, and the team finds that a child has a severe discrepancy between achievement and intellectual ability in one or more of these areas—oral comprehension, listening comprehension, written expression, basic reading skill, reading comprehension, mathematics calculation, mathematics reasoning. The team may not identify a child as having a specific learning disability if the severe discrepancy between ability and achievement is primarily the result of a

visual, hearing, or motor impairment; mental retardation; emotional disturbance; or environmental, cultural or economic disadvantage.

At least one team member other than the child's regular teacher shall observe the child's academic performance in the regular classroom setting. In the case of a child of less than school age or out of school, a team member shall observe the child in an environment appropriate for a child of that age.

For a child suspected of having a specific learning disability, the documentation of the team's determination of eligibility will include a statement of whether the child has a specific learning disability; the basis for making the determination; the relevant behavior noted during the observation of the child; the relationship of that behavior to the child's academic functioning; the educationally relevant medical findings, if any; whether there is a severe discrepancy between achievement and ability that is not correctable without special education and related services; and the determination of the team concerning the effects of environmental, cultural or economic disadvantage. Each team member will certify in writing whether the report reflects his or her conclusion. If it does not reflect his or her conclusion, the team member must submit a separate statement presenting his or her other conclusions.

f) Development and Implementation of the Individual Education Plan (IEP)

At the beginning of each school year, the school will have in effect an IEP for each child with a disability within its jurisdiction. The school will ensure that an IEP is in effect before special education and related services are provided to an eligible child under this part; and is implemented as soon as possible following the meetings which determine services. The school will ensure that the child's IEP is accessible to each regular education teacher, special education teacher, related service provider, and other service provider who is responsible for its implementation and each teacher and provider is informed of his or her specific responsibilities related to implementing the child's IEP; and the specific accommodations, modifications, and supports that must be provided for the child in accordance with the IEP. IEP or IFSP for children aged 3 through 5 (or at the discretion of the school a 2-year-old child with a disability who will turn age 3 during the school year), an IFSP that contains the material described in IDEA and developed according to IDEA, may serve as the IEP of the child if using that plan as the IEP is consistent with State policy; as agreed to by the school and the child's parents. In implementing the requirements of providing an IEP or an IFSP for a child aged 3 - 5, the school will provide to the child's parents a detailed explanation of the differences between an IFSP and an IEP, and if the parents choose an IFSP, obtain written informed consent for the parents.

The school is responsible for initiating and conducting meetings for the purpose of developing, reviewing, and revising the IEP of child with a disability (or, an IFSP). In the case of an initial IEP and the provision of services, the school will ensure that within a reasonable amount of time following the school's receipt of parent consent of an initial evaluation a child, the child is evaluated; and if determined eligible under this part, special education and related services are made available to the child in accordance with an IEP. To meet this requirement, the school will hold a meeting to develop an IEP for the child within 30-days of a determination that the child needs special education and related services. The school will ensure that the IEP team

reviews the child's IEP periodically, but not less than annually, to determine whether the annual goals for the child are being achieved; and revises the IEP appropriate to address any lack of expected progress toward the annual goals described in the IEP and towards participation in the general curriculum, if appropriate; the results of any reevaluation conducted; information about the child provided to or by the parents; the child's anticipated needs; or other matters.

The school will ensure that the IEP team for each child with a disability includes—the parents of the child; at least one regular education teacher of the child (if the child is, or may be, participating in the regular education environment); at least one special education teacher of the child, or if appropriate, at least one special education provider of the child; a representative of the school who is qualified to provide or supervise the provision of a specially designed instruction to meet the unique needs of children with disabilities; is knowledgeable about the general curriculum; and is knowledgeable about the availability of resources of the school; an individual who can interpret the instructional implications of evaluation results, who may be member of the team described above; at the discretion of the parent or the school other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate; and if appropriate, the child. A student will be invited to attend his or her IEP meeting if a purpose of the meeting will be the consideration of the student's transition service needs, the needed transition services, or both. The school will also invite a representative of any other agency that is likely to be responsible for providing or paying for transition services.

The school will ensure that one or both of the parents of a child with a disability are present at each IEP meeting or are afforded the opportunity to participate, including— notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and scheduling the meeting at mutually agreed upon time and place. Information provided to parents will indicate the purpose, time, and location of the meeting and who will be in attendance; and inform the parents of the provisions of IDEA that require that parents are informed why certain individuals will participate. For a student with a disability beginning at age 14, or younger, if appropriate, the notice must also—indicate that a purpose of the meeting will be the development of a statement of the transition service needs of the student and indicate that the agency will invite the student. For a student with a disability beginning at age 16, or younger, if appropriate, the notice will indicate that a purpose of the meeting is the consideration of needed transition services for the student; indicate that the school will invite the student; and identify any other agency that will be invited to send a representative. Other methods to ensure parent participation include individual or conference telephone calls. A meeting will be conducted without a parent in attendance if the school is unable to convince the parents that they should attend. In this case, the school must have a record of its attempts to arrange a mutually agreed on time and place, such as—detailed records of telephone calls made or attempted and the results of those calls; copies of correspondences sent to the parents and any responses received; and detailed records of visits made to the parent's home or place of employment and the result of those visits. The school will take whatever action is necessary to ensure that the parent understands the proceedings at the IEP meeting.

including arranging for an interpreter for parents with deafness or whose native language is other than English. The school will give the parent a copy of the child's IEP at no cost to the parents.

In developing each child's IEP, the IEP team shall consider the strengths of the child and the concerns of the parents for enhancing the education of their child; the results of the initial or most recent evaluation of the child; and as appropriate, the results of the child's performance on any general State or district-wide assessment programs. The IEP team also will, in the case of a child whose behavior impedes his or her learning or that of others, consider, if appropriate, strategies, including positive behavioral interventions, strategies, and supports to address that behavior; in the case of a child with limited English proficiency, consider the language needs of the child as those needs relate to the child's IEP; in the case of a child who is blind or visually impaired, provide for instruction in Braille and the use of Braille unless the IEP team determines, after an evaluation of the child's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the child's future needs or instruction in Braille or the of Braille), that instruction in Braille or the of Braille is not appropriate for the child. The school will consider the communication needs of the child, and in the case of a child who is deaf or hard of hearing consider the child's language and communication needs, opportunities for direct communications with peers and professional personnel in the child's language and communication mode, academic level, and full range of need, including opportunities for direct instruction in the child's language and communication mode; and consider whether the child requires assistive technology devices and services.

In conducting a meeting to revise, or review, if appropriate, a child's IEP, the IEP team will consider the reasons for holding a meeting—to consider the strengths of a child or concerns of a parent, the results of the initial or most recent evaluation, or if appropriate the results of a State or district test.

A statement will be made in a child's IEP when the IEP team determines that a child needs a particular device or service (including an intervention, accommodation, or other program modification) in order for the child to receive FAPE.

The regular education teacher of a child with a disability, as a member of the IEP team, must, to the extent appropriate, participate in the development, review, and revision of the child's IEP, including assisting in the determination of appropriate positive behavioral interventions and strategies for the child; and supplementary aids and services, and program modifications or supports for school personnel that will be provided for the child.

The IEP for each child with a disability will include a statement of the child's present levels of educational performance, including—how the child's disability affects the child's involvement and progress in the general curriculum (i.e., the same curriculum for nondisabled children) or for preschool children, as appropriate, how the disability affects the child's participation in appropriate activities; and meeting each of the child's other educational needs that result from the child's disability.

The IEP for each child with a disability will include a statement of measurable goals, including benchmarks or short-term objectives, related to meeting the child's needs that result from the progress in the general curriculum, or for preschool

children, as appropriate, to participate in appropriate activities; and meeting each of the child's other educational needs that result from the child's disability.

The IEP for each child with a disability will include a statement of the special education and related services and supplementary aids and services to be provided to the children, or on behalf of the child, and a statement of the program modifications or supports for school personnel that will be provided for the child—to advance appropriately toward attaining the annual goals; to be involved and progress in the general curriculum and to participate in extracurricular and other nonacademic activities and to be educated and participate with other children with disabilities and nondisabled children in the activities described. It will also include an explanation of the extent, if any, to which the child will not participate with nondisabled children in the regular classes and in the activities described above.

The IEP will also include a statement of any individual modifications in the administration of State or district-wide assessment of student achievement that are needed in order for the child to participate in the assessment; and if the IEP team determines that the child will not participate in a particular State or district-wide assessment of student achievement (or part of an assessment) a statement of—why that assessment is not appropriate for the child and how the child will be assessed.

The IEP will include the projected date for the beginning for the services and modifications described above and the anticipated frequency, location, and duration of those services and modifications.

The IEP will include a statement of how the child's parents will be regularly informed (through such means as periodic report cards), at least as often as parents are informed of their nondisabled children's progress, of—their child's progress toward the annual goals; and the extent to which that progress is sufficient to enable the child to achieve the goals by the end of the year.

The IEP will include for each student with a disability beginning at age 14 (or younger, if determined appropriate by the IEP team), and updated annually, a statement of the transition service needs of the student under the applicable components of the student's IEP that focuses of the student's courses of study (such as participation in advanced-placement courses or a vocational education program); and for each student beginning at age 16 (or younger, if determined appropriate by the IEP team). A statement of needed transition services for the student, including if appropriate, a statement of the interagency responsibilities or any needed linkages. If a participating agency fails to provide the transition services described in the IEP in accordance with IDEA, the school will reconvene the IEP team to identify alternative strategies to meet the transition objectives for the student set out in the IEP.

The school will provide special education and related services to a child with a disability in accordance with the child's IEP; and make a good faith effort to assist the child to achieve the goals and objectives or benchmarks listed in the IEP.

g) Least Restrictive Environment (LRE) Placemen

The school will ensure that to the maximum extent appropriate, children with disabilities are educated with children who are nondisabled; and that special classes, separate schooling or other removal of children with disabilities from the

regular educational environment occurs only if the nature or severity of these supplementary aids and services cannot be achieved satisfactorily.

The school will ensure that a continuum of alternative placements is available to meet the needs of children with disabilities for special education and related services. The continuum required in the above sentence will include the alternative placements listed in the definition of special education in IDEA (instruction in regular classes, special classes, special schools, home instruction, and instruction in hospitals and institutions); and make provisions for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with regular class placement.

In determining the educational placement of a child with a disability, including a preschool child with a disability, the school will ensure that the placement decision is made by a group of persons including the parents, and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options; and is made in conformity with the LRE provisions of IDEA. The child's placement is determined at least annually; is based on the child's IEP; and is as close as possible to the child's home; unless the IEP of a child require some other arrangement, the child is educated in the school that he or she would attend if nondisabled. In selecting the LRE, consideration is given to any potential harmful effect on the child or on the quality of services that he or she needs; and a child with a disability is no removed from education in age-appropriate regular classrooms solely because of needed modifications is the general curriculum.

In providing or arranging for the provision of nonacademic and extracurricular services and activities, including meals, recess periods, and the services and activities set in IDEA, the school will ensure that each child with a disability participate with nondisabled children in those services and activities to the maximum extent appropriate to the needs of that child.

h Transitional Planning

The IEP developed for a child with a disability includes a statement of needed transition services. It includes goals and objectives based on a functional vocational evaluation and anticipated post school outcomes beginning no later than age sixteen and annually thereafter. Transition planning includes inviting a representative of any other agency that is likely to be responsible for providing or paying for transition services. To meet this requirement, the school will identify all agencies that are likely to be responsible for providing or paying for transition services for each student. The school will invite each of those agencies to the IEP meeting; and if an agency invited to send a representative to a meeting does not do so, the school will take other steps to obtain the participation of that agency in the planning of any transition services. If, during the course of an IEP meeting, the team identifies additional agencies that are likely to be responsible for providing or paying transition services for the student, the school will determine how it will meet the requirements of IDEA.

The school ensures that qualified personnel will be part of the IEP team. Qualified personnel means personnel who have met State Education Agency-approved or State Education Agency-recognized certification, licensing, registration, or other comparable requirements that apply to the area in which the individuals are providing special education or related services.

Appropriate professional requirements in the State means entry level requirements that are based on the highest requirements in the State applicable to the profession or discipline in which a person is providing special education or related services; and establishes suitable qualifications for personnel providing special education and related service. Profession or discipline means a specific occupational category that provides special education and related services to children with disabilities under IDEA and has been established or designated by the State and has a required scope of responsibility and degree of supervision.

The school will conform to all State provisions relating to personnel standards, including the use of paraprofessional and assistants who are appropriately trained and supervised, in accordance with State law, regulations, or written policy, in meeting the requirements for IDEA to use to assist in the provision of special education and related services to children with disabilities under Part B of IDEA.

j) Children with Disabilities, ages 3 - 5

Raul Yzaguirre School for Success ensures that federal guidelines stipulated in 34 CRF 301 will be followed, including Part C regulations that require a transition planning conference with lead agencies involved with the child, to convene, with family approval, at least 90 days, and at the discretion of the parties, up to 6 months before the 3rd birthday of a toddler receiving early intervention services. The school also ensures that by the 3rd birthday of a child participating in early intervention programs under Part C of IDEA and who will participate in pre - school at RYSS experience a smooth and effective transition to our pre - school programs in a manner consistent with Section 637 (a) (B) of IDEA.

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TEJANO CENTER FOR COMMUNITY CONCERNS, INC.
RAUL YZAGUIRRE SCHOOL FOR SUCCESS

2950 Broadway, Houston, Texas, 77017, (713) 644-2340

February 14, 2001

Ms. Susan Barnes
Charter Schools Director
Texas Education Agency
1701 N. Congress Ave.
Austin, Texas 78701 -1494

RECEIVED
FEB 26 2001

Dear Ms. Barnes,

I have now spoken with the TEA representatives from legal, Special Ed and from Finance. I believe the following information will satisfy TEA issues related to our Charter renewal:

As relates to a lottery system for future enrollment; The Raul Yzaguirre Charter School is preparing to implement a lottery system for our 2001- 2002 School year. The guidelines provided by the TEA legal department will be utilized in implementing the lottery system. I would like to clarify, however, that in our original charter application we had been approved to utilize a first come first serve basis for enrollment (item 14). We are ready to proceed with the new lottery system as requested.

As relates to geographic area for enrollment purposes; The following zip codes encompass our enrollment area, 77003, 77004, 77011, 77012, 77013, 77017, 77021, 77023, 77033, 77087, 77020, 77029 and 77061. Please, note that only part of area code 77029 will be utilized due to the fact that HISD is only in part of that zip code. Attached, please find a map of the area that we will serve. We will continue to take only students from this area. HISD continues to be the only school district, which we will impact directly.

As relates to the Open Meetings Act; TEA legal services has been advised that we are abiding by rules of the Open Meetings Act for both the Tejano Center Board and for the Raul Yzaguirre School Board meetings. As such, notices are posted 72 hours prior to the time and date of the meeting and time is on the agenda for any public speakers to address both boards. Please, find attached samples of the meeting notices for both Boards.

As relates to fiscal year; Our controller's office has communicated with the TEA Finance office and has established that our fiscal year will be changed to September 1 through August 31st as required by TEA. To accommodate the transition, our next audit will be for a 13 month period as discussed with the TEA finance office.

As relates to rental property @ fair market value; Our existing rental of the 70,000 square feet of space utilized by the Raul Yzaguirre School is set at \$.57 a square foot. To ensure that we are within the fair market value for rental of property in the area, we did check with the Greenbriar Appraisal Company and with area realtors. Both have confirmed that as a Class B' property, we are well under the fair market value. Additionally, we were informed by the George I Sanchez Charter, which is approximately 3 miles away, that their rental is \$.90 a square foot. We have been advised that the fair market rents in the area range from \$1.00 to \$1.50 a square foot for Class 'B' properties. As a point of clarification, our outside auditor, who prepared our forecasted statements of functional expenses for the next five year period included in the line item of rent and lease expenses, the cost of building rent and of equipment leases. At present, building rent alone accounts for \$40,000 monthly or \$480,000, annually for the 70,000 square feet of space utilized by the School.

As relates to Special Education; Please, refer to the enclosed materials on Special Education, which provide further detail on our services. As indicated we are working closely with the Region IV Service Center, and we are determining the appropriateness of participating in a collaborative arrangement with area charters for Special Education services.

The aforementioned and the enclosed materials we believe, will adequately respond to the issues, which needed to be addressed for renewal purposes. If for any reason there is need for further clarification, please, call me as soon as possible at 713 644-2340. It is my understanding that you will forward this information to the appropriate personnel of TEA. If this is not correct, please, let us know. Thank you for helping us provide a better education to our children.

Respectfully submitted,



Richard R. Farias,
President & CEO

TEJANO CENTER FOR COMMUNITY CONCERNS, INC.

NOTICE

To: The Board of Directors and other interested parties

Notice is hereby given that the Board of Directors of the Tejano Center will hold its regular meeting on Thursday, October 5, 2000, 7pm at the Tejano Center Hdqtrs., 2950 Broadway, Houston, Texas 77017. The meeting is open to the public and community input is welcome. The Board will consider, discuss, and adopt such orders, resolutions or motions, and take direct or indirect actions as may be necessary, convenient, or desirable with respect to the following matters:

- | | |
|--|----------------|
| I. Call meeting to order | Danny Abrego |
| II. Introduction of prospective Board member, Mr. Charles Galindo.
Nominations in order | Farias/Abrego |
| III. *Approval of minutes of last TCCC Board meeting | Heiga Mattei |
| IV. Discuss financial matters and review latest financials of the Agency | |
| V. Refinancing of 2950 Broadway w/ Bond financing. - Update RRF | |
| VI. *Bingo Operation proposal | Abrego/Farias |
| VII. President's report
Child Placing Agency & Shelter update
Housing update
Clinic update
RYSS operations
Willie Velasquez Awards Luncheon
Raul Yzaguirre Golf Classic 2001
Update on temporary buildings
Festival & Health Fair
Southwestern Bell Easement (discussion) | Richard Farias |
| VIII. Other matters which may properly come before the Board | Danny Abrego |
| IX. Adjourn | |

TEJANO CENTER FOR COMMUNITY CONCERNS, INC.

NOTICE

To: The Board of Directors and other interested parties

Notice is hereby given that the Board of Directors of the Raul Yzaguirre Charter School For Success will hold its regular meeting on Wednesday, June 28, 2000 at 11:30 a.m. at 2950 Broadway in the President's office. The meeting is open to the public and community input is welcome. The Board will consider, discuss, and adopt such orders, resolutions or motions, and take direct or indirect actions as may be necessary, convenient, or desirable with respect to the following matters:

- | | | |
|-------|---|------------------|
| I. | Call meeting to order | David Massin |
| II. | * Approval of minutes of last Board meeting | Helga Mattei |
| III. | Allow for public comment. Individuals are requested to limit their comments to three minutes. Please, sign in upon arrival. Comments will be accepted on a first come, first serve basis. | David Massin |
| IV. | *Lease or purchase of four temporary buildings | Richard Farias |
| V. | Education Committee Report | Irma Guadarrama |
| VI. | * Review and approval of financial statements | Sonia Lopez |
| VII. | President's report | RRFarias |
| | * Approval of proposed 2000-2001 RYSS budget | |
| | Primary Academy | Rueben Gonzales |
| | Junior Academy | Philip Cano |
| | Senior Academy | Carlos Rodriquez |
| VIII. | Other matters which may properly come before the Board | David Massin |
| IX. | Adjourn | " " |
| | *Action items | |

RAUL YZAGUIRRE SCHOOL FOR SUCCESS

Admissions: Admissions appear to be conducted on a first-come, first served basis (p. 24). If the school reaches its enrollment capacity and needs to use a waiting list, it should utilize a lottery rather than a first-come, first-served system.

Geographic Boundaries: OK (p. 28 & Attachment 2). However, I do not think it's allowable to designate primary and secondary service areas, as the school has done. The school should designate one or the other as its service area, and if it needs to accept transfer students from outside its service area, should take them without regard to their area of residence.

Impact Statement: OK (p. 28 & Attachment 3).

Public Notice: OK (p. 30 & Attachment 5).

Facilities: The sponsoring entity Tejano Center for Community Concerns (TCCC) has recently purchased a 7.1-acre tract of land, with 80,000 square feet of building space, part of which is rented out to help defray mortgage costs (pp. 8, 36-37). It appears that as an accounting matter the school pays annually to TCCC the sum of \$653,007, scheduled to increase to \$743,101 by 2005 (p. 162). This is fine as long as the rental reflects prevailing market rates, and the school is not additionally making mortgage payments on the property. Two possible questions for the renewal applicants are (1) the steps taken to arrive a fair market rental value for this property, and (2) why, even though it is "renting" the facility from TCCC, the school appears in 2001 to be also making payments of \$170,144 for bond issuance costs and \$153,837 for interest on bonds (p. 162).

Governance Structure: The sponsoring entity TCCC has established a separate board for management of the charter school (pp. 6, 39-40). However, the TCCC board is still subject to the Open Meetings Act whenever charter school business will be discussed. Various provisions of the TCCC by-laws are not consistent with the Open Meetings Act (see p. 304 – Notice of Meetings, Action without Meeting). At a minimum, we should verify that the TCCC board understands its continued obligation to comply with this law, and that it observes all necessary statutory procedures despite these provisions in the by-laws.

Evidence of Nonprofit Status: OK (p. 286).

GENERATION 1 CHARTER SCHOOLS RENEWAL APPLICATION REVIEW

Please list and explain any issues that need clarification in the interview process.

ISSUE(S)	REQUIRED INFORMATION	APPLICATION PROVIDED
<p>Prior notice by agency; content of notice 300.503</p>	<p><i>Any reference or assurance to follow 34 CFR 300.503 and 300.345</i></p> <ul style="list-style-type: none"> • Notice. Five school days written notice given to parents before the charter <ul style="list-style-type: none"> ▪ Proposes to initiate or change educational placement, evaluation ▪ Refuses to initiate or change the above • Contents of notice: <ul style="list-style-type: none"> ▪ Description of action proposed or refused ▪ Explanation of why agency proposes or refuses to take action ▪ Description of other options & why options refused ▪ Description of evaluation procedures, test, record, or report ▪ Statement that parents have protection under procedural safeguards document ▪ Sources for parents to contact • Understandable language 	<p>Application does not convey key concepts of this component.</p> <ul style="list-style-type: none"> • Description of action proposed or refused • Understandable language <p>NOTE > Commissioner's Rule defines "reasonable time" as five school days.</p> <p>MISSING</p> <ul style="list-style-type: none"> • Notice. Five school days written notice given to parents before the charter <ul style="list-style-type: none"> ▪ Proposes to initiate or change educational placement, evaluation ▪ Refuses to initiate or change the above • Contents of notice: <ul style="list-style-type: none"> ▪ Explanation of why agency proposes or refuses to take action ▪ Description of other options & why options refused ▪ Description of evaluation procedures, test, record, or report • Statement that parents have protection under procedural safeguards document • Sources for parents to contact
<p>Observation (assessment/ evaluation) 300.531 – 300.543</p>	<p><i>Any reference or assurance to follow 34 CFR 300.531- 300.543, and TEC 29.004</i></p> <ul style="list-style-type: none"> • Initial evaluation • Evaluation procedures • Determination of needed evaluation data • Determination of eligibility • Procedures for determining eligibility & placement • Reevaluation • Additional team members • Criteria for determining the existence of specific learning disabilities • Observation • Written report 	<p>Application refers to a special education manual. Charter needs to address this component.</p> <p>MISSING</p> <ul style="list-style-type: none"> • Initial evaluation • Evaluation procedures • Determination of needed evaluation data • Determination of eligibility • Procedures for determining eligibility & placement • Reevaluation • Additional team members

Observation (con't.)		<ul style="list-style-type: none"> Criteria for determining the existence of specific learning disabilities Observation Written report
Development & implementation of the IEP 300.342 – 300.350	<p><i>Any reference or assurance to follow 34 CFR 300.342-350</i></p> <ul style="list-style-type: none"> When IEPs must be in effect IEP / ARD meetings IEP / ARD team Parent participation Development, review, and revision of the IEP (TAC 89.1050) Content of the IEP Agency responsibilities for transition services IEP accountability 	<p>Application addressed:</p> <ul style="list-style-type: none"> IEP accountability <p>MISSING</p> <ul style="list-style-type: none"> When IEPs must be in effect IEP / ARD meetings IEP / ARD team Parent participation Development, review, and revision of the IEP (TAC 89.1050) Content of the IEP Agency responsibilities for transition services
Least Restrictive Environment (LRE) Placement 300.550-553	<p><i>Any reference or assurance to follow 34 CFR 300.550-553</i></p> <ul style="list-style-type: none"> General LRE requirements <ul style="list-style-type: none"> All placements are made on an individual basis Continuum of alternative placements Placements <ul style="list-style-type: none"> Annual placement decisions are determined by an ARD committee Nonacademic settings 	<p>Application did not address key concepts in this component.</p> <p>MISSING</p> <ul style="list-style-type: none"> General LRE requirements <ul style="list-style-type: none"> All placements are made on an individual basis Continuum of alternative placements Placements <ul style="list-style-type: none"> Annual placement decisions are determined by an ARD committee Nonacademic settings
Transitional Planning 300.29	<p><i>Any reference or assurance to follow 34 CFR 300.29, TEC 29.011; TAC 89.1110, and the Transition MOU</i></p>	<p>Application did not convey charter knowledge of this component.</p> <p>MISSING</p> <p><i>Any reference or assurance to follow</i></p> <ul style="list-style-type: none"> 34 CFR 300.29, TEC 29.011; TAC 89.1110, and the Transition MOU
Certified Personnel 300.23; 300.136	<p><i>Any reference or assurance to follow 34 CFR 300.23, 300.136, TAC 89.1131, and SBEC certification requirements.</i></p> <ul style="list-style-type: none"> Qualified Personnel Personnel standards 	<p>Application did not address key concepts of this component.</p> <p>MISSING</p> <ul style="list-style-type: none"> Qualified Personnel Personnel standards

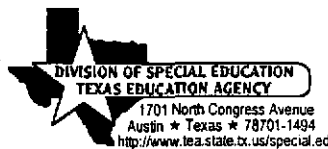
Please list and explain any areas of concern that need to be raised before the State Board of Education.

CONCERN	ASSURANCE REQUESTED
Charter could be at-risk for potential: <ul style="list-style-type: none"> • Due process hearings • FAPE violations • Compliance issues 	Will the charter submit documentation of knowledge in the specific areas requested above?
Charter school serves Pre-K and Kindergarten.	Will the charter school submit documentation of knowledge of federal guidelines for children with disabilities, ages 3-5, or provide a general assurance to follow the federal guidelines stipulated in 34 CFR 301?

Special Education Overview

First Generation

**Raul Yzaguirre School for Success
Charter School**



101-806

Raul Yzaguirre School for Success

04

County-District No. Charter School

Region

Complaints

No formal complaints received by Agency as of September 30, 2000.

Legal

No pending hearings, no hearings docketed as of September 30, 2000.

Accountability (program monitoring)

Date of Visit	Number of Indicators Cited	Corrective Action Status	Special Education Compliance Status	Comments
1/5/99	12	Closed: 9/27/00	Corrective Action: Compliant	

Data provided by the Division of Accountability Evaluations, December 18, 2000

Funding

Fiscal Year	IDEA-B Formula	Capacity Building	Preschool	State Special Education Block Grant
1999-2000	\$2,187.00	\$55.00	\$0.00	\$0.00
1998-1999	\$4,219.00	\$236.00	\$0.00	\$23,192.00
1997-1998	\$0.00	\$0.00	\$0.00	\$0.00

Source: WEB SAS and Division of State Funding

Ethnicity

Fiscal Year	Native Amer		Asian		Afr Amer		Hispanic		White		All Students		
	Non Sped	Sped	Non Sped	Sped	Non Sped	Sped	Non Sped	Sped	Non Sped	Sped	Non Sped	Sped	Total
1999-2000	0	0	0	0	█	0	548	31	5	0	555	31	586
1998-1999	0	0	0	0	█	0	424	0	5	0	432	0	432
1997-1998	0	0	0	0	█	0	186	0	█	0	191	0	191

Source: PEIMS

Disability

Fiscal Year	LD	MD	SI	Other Disabilities
1999-2000	25	5	█	0
1998-1999	No students with disabilities were reported in PEIMS			
1997-1998				

AI = Auditory Impairment ED = Emotional Disturbance NCEC = Noncategorical SI = Speech Impairment
 AU = Autism LD = Learning Disabled OHI = Other Health Impaired TBI = Traumatic Brain Injury
 DB = Deafblind MD = Multiple Disabilities OI = Orthopedic Impairment VI = Visual Impairment
 DD = Developmental Delay MR = Mental Retardation

Source: PEIMS

Instructional Arrangement/Setting

Fiscal Year	Mainstream	Resource	Self-Contained	Res Care & Treatment
1999-2000	31	0	0	0
1998-1999	No students with disabilities were reported in PEIMS			
1997-1998				

Source: PEIMS

Discipline

Fiscal Year	Student Population		In-School Suspension		Out-of-School Suspension	
	Non Sped	Sped	Non Sped	Sped	Non Sped	Sped
1999-2000	555	31	0	0	0	0
1998-1999	432	0	0	0	8	0

Note: Initial year of data collection 1998-99

Source: PEIMS

TAAS (Special Education Students Only)

Fiscal Year	Number Eligible to Take the TAAS	Number ARD-Exempted From Taking TAAS	Number Taking the TAAS	Number Passing TAAS
1999-2000	27	18	9	0
1998-1999	26	20	5	0
1997-1998	20	12	7	0

Source: Division of Student Assessment TAAS Data

RAUL YZAGUIRRE SCHOOL FOR SUCCESS

Admissions: Admissions appear to be conducted on a first-come, first served basis (p. 24). If the school reaches its enrollment capacity and needs to use a waiting list, it should utilize a lottery rather than a first-come, first-served system.

Geographic Boundaries: OK (p. 28 & Attachment 2). However, I do not think it's allowable to designate primary and secondary service areas, as the school has done. The school should designate one or the other as its service area, and if it needs to accept transfer students from outside its service area, should take them without regard to their area of residence.

Impact Statement: OK (p. 28 & Attachment 3).

Public Notice: OK (p. 30 & Attachment 5).

Facilities: The sponsoring entity Tejano Center for Community Concerns (TCCC) has recently purchased a 7.1-acre tract of land, with 80,000 square feet of building space, part of which is rented out to help defray mortgage costs (pp. 8, 36-37). It appears that as an accounting matter the school pays annually to TCCC the sum of \$653,007, scheduled to increase to \$743,101 by 2005 (p. 162). This is fine as long as the rental reflects prevailing market rates, and the school is not additionally making mortgage payments on the property. Two possible questions for the renewal applicants are (1) the steps taken to arrive a fair market rental value for this property, and (2) why, even though it is "renting" the facility from TCCC, the school appears in 2001 to be also making payments of \$170,144 for bond issuance costs and \$153,837 for interest on bonds (p. 162).

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Evidence of Nonprofit Status: OK (p. 286).

Renewal Process On-Site Visit Report

Charter School: Raul Yzaguirre
Date of Visit: November 16, 2000

The purpose of the on-site visit is to verify the information provided in the renewal application regarding the accomplishment of the terms of the charter. The verification documents include the approved charter application, amendments, and the contract, as well as the renewal application. Other related data was reviewed as needed.

The Educational Program as described in the original and renewal applications is compared below.

Parentheses indicate the number assigned the topic in the original application.

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

Comparison:

The grades served by the school have changed; while the school originally targeted middle school students, now all grad levels, including pre-K are served. The school is on the waitlist to implement a JROTC program, and plans to begin building a ropes course next year. Community and parent involvement remain important. The school offers for-credit classes for high school students from 3:30-5:00 every day.

2. (3) *Identify the specific levels of student performance on assessment instruments adopted under TEC Chapter 39, Subchapter B that constitute acceptable performance for the open-enrollment charter.*

Comparison:

The school staff does develop an IEP for each student, as stated in the original application. They have not tracked academic growth each year.

3. (4) *Describe any additional accountability provisions in addition to those required under TEC Chapter 39, Subchapters B, C, D, and G, by which the performance of the open-enrollment charter will be assessed. Provide the deadline or intervals by which the performance of the open-enrollment charter will be determined for accountability purposes.*

Comparison:

The renewal application defines these. It explains that students are not tracked when they move to other schools because Raul Yzaguirre now serves all grades.

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

Comparison:

The boards are separate now. The school board has six members.

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

Comparison:

The school has not hired 100% of its teaching staff from the ranks of certified teachers, as stated in the original application. An amendment may be requested to officially change that stipulation.

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

Comparison:

The process has changed twice, once in the second year and once at the beginning of the fifth year when the newly created school board instead of the sponsoring entity's board approved the budget.

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

Comparison:

The school has moved twice and the new most recent facility is described in the renewal application.

A tour the school was made. There is lots of room between the main building, the back building (with a gym) and the temporary buildings. The school has access to significant land around its buildings. Several classrooms at many levels, pre-K through high school were visited; rooms were orderly and full of supplies.

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

Comparison:

The geographic boundary has not changed.

The *Educational Plan* as described in the renewal application is reviewed below.

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

Review:

The school offers students the chance to take classes for credit from 3:30 to 5:00. This provision serves not only to occupy the time of students during after-school hours, but also allows students who are performing below grade level the opportunity to catch up.

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

Review:

The application is detailed. The computer labs and the ALS lab discussed in the renewal application were visited.

Students take field trips to the public library and will take one to an American Indian reservation.

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

Review:

Application is clear.

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

Review:

Application is clear.

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

Review:

The school also provides the opportunity for Credit by Exam.

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

Review:

In addition to the methods described in the renewal application, the school takes field trips to learn about technology and the arts. They implement a Bridges program in the elementary school. Teachers use PowerPoint in some presentations.

7. *Describe your assessment of individual student performance in the core academic areas. Describe the instruments used and instructional planning resulting from early assessment of reading in grades K-12, if applicable. Include the process used to determine the baseline of achievement levels of students, the results to be achieved, and the methods of measurement to be used.*

Review:

The application is clear.

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

Review:

Several tests are administered, including released TAAS tests; ITBS, both pre- and post-; and APRENDA.

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

Review:

School has received an Acceptable rating each year, and its scores have improved each year. Not discussed in the application in depth is the level of parental involvement. Parents who participate in the schools functions (from 90-95% of the total) average 36 hours of service a year.

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

Review:

Mainly through testing, school staff determine student level and teach accordingly.

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

Review:

Extensive.

TEXAS EDUCATION AGENCY

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Review:

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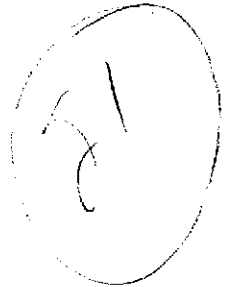
11. *Describe professional development opportunities that will be offered to support the mission of the school.*

Review:
Extensive.

TEJANO CENTER FOR COMMUNITY CONCERNS

2950 BROADWAY HOUSTON TX 77017

OFFICE 713-644-2340 FAX 713-641-1853



FAX COVER SHEET

DATE: Nov. 1, 2000

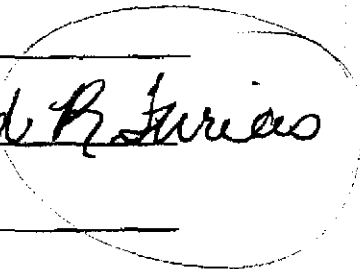
ATTENTION: ~~Proctor~~

COMPANY: TEA Charter School Division

FAX NO. 512-463-9732

FROM: Philip Cano for Mr. Richard R. Larios

NO. OF PAGES INCLUDING COVER SHEET: 11



MESSAGE:

Credit report asked for in the
renewal charter school application.

Raul Yzaguirre

IF ALL PAGES WERE NOT RECEIVED PLEASE CALL ELSA CARDENAS
AT 713-644-2340. THANK YOU.

COPYRIGHT MATERIAL

10 pages have been withheld

PLEASE NOTE: The responsive information contains copyrighted information that can only be made available to you for viewing in person. Because the information indicates that it is protected by copyright, you may review this information in person during normal business hours at TEA. If you are interested in reviewing the copyrighted information, please send an email to accred@tea.state.tx.us to schedule an appointment.

The faculty and staff are provided with a monthly Saturday morning workshop that addresses the uses of MS Applications, the use of the Internet and e-mail management, as well as the methods for integration of technology into classroom instruction.

When possible, grant awards that allow for teacher participant and monetary compensation are used to give faculty members exposure in working with outside organizations (grant partners) and recognition for grant award projects.

B. Special Needs Students/Programs

1. Describe in detail how your school accommodates students with Special Education needs. Address the following:

a) Child Find

District Child Find procedures will have as their purpose the locating, identifying, and evaluating of all resident students, in accordance with applicable record keeping requirements from pre-evaluation through decisions regarding eligibility. Procedures will address the age range from birth to 21; all severities and conditions of disability will be included. Activities will include all public and private agencies and institutions, and will be ongoing and include students currently enrolled in the public school as well as those not enrolled (Special Education Procedures, 1999). Child Find posters in English and Spanish are posted around the school informing parents and the community that special needs children can be referred to the school for evaluation. A Roundtable meeting for Parents is held once a semester. Information is disseminated through The Tejano Center for Community Concerns (TCCC) and Agency/School sponsored Health Fairs.

b) Confidentiality

All student records pertaining to Special Education remain confidential according to state and federal laws. The Special Education Procedures Manual describes in detail the procedures that the Administration follows to maintain student confidentiality. Parents are advised of their rights pertaining to student records at least once annually. As part of teacher training, an inservice about the importance of confidentiality of student records is provided at least once annually.

c) Procedural Safeguards

Procedural Safeguards are an important part of the Special Education process for the parents. It is essential that parents understand the information included in the safeguards to protect the rights of their student. Parents are given a copy of the Safeguards with each notice of the Admission, Review, and Dismissal (ARD) Committee Meeting to be held. The Procedural Safeguards are provided in English and Spanish. Parents are provided an explanation of the contents of the Procedural Safeguards in the ARD meeting. Questions regarding the contents are answered at the ARD meeting or at any other time that the parent asks. Documentation is included in the ARD minutes and in the student folder. The detailed policy on Procedural Safeguards is included in the Special Education Procedures Manual.

d) Notice of Admission, Review, and Dismissal Committee Meetings

Written notice that meets the requirements of the paragraph below containing the contents of the notice) will be given to the parents of a child with a disability within a reasonable amount of time (at least five school days) prior to the date of the meeting before the school 1) proposes to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child; or 2) refuses to initiate or change the identification, evaluation or educational placement of the child or the provision of FAPE to the child. When the school proposes an action that requires written consent of the parent, written notice will again be given to the parent. The notices are given in a language that is understandable to the general public and provide in the language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so. If the native language or other mode of communication of the parent is not a written language, the school shall take steps to ensure—that the notice is translated orally or by other means to the parent in his or her native language or other mode of communication; that the parent understands the content of the notice; and that there is written evidence that the requirements in the following paragraph have been met.

The contents of the notice will include a description of the action proposed or refused by the school, an explanation of why the school proposes or refuses to take the action, a description of any other options that the agency considered and the reasons why those options were rejected, a description of each evaluation procedure test, record, or report the school used as a basis for the proposed or refused action, a description of any other factors that are relevant to the school's proposal or refusal, a statement that the parents of a child with a disability have protection under the procedural safeguards of this part and, if this notice is not an initial referral for evaluation, the means by which a copy of a description of the procedural safeguards can be obtained, and sources, such as Region IV Education Center, for parents to contact to obtain assistance in understanding the provisions of this part.

e) Assessment of Children to Determine Eligibility

The school ensures that a full and individual initial evaluation will be conducted according to federal guidelines before the initial provision of special education and related services to a child with a disability under IDEA. The school also ensures that the following requirements are met:

1. Tests and other evaluation materials used to assess a child under IDEA are selected and administered so as not to be discriminatory on a racial or cultural basis; and are provided and administered in the child's native language or other mode of communication, unless it is clearly not feasible to do so; and
2. Materials and procedures used to assess a child with limited English proficiencies are selected and administered to ensure that they measure the extent to which the child has a disability and needs special education rather than measuring the child's English language skills.

A variety of assessment tools and strategies are used to gather relevant functional and developmental information about the child, including information provided by the

parent and information related to enabling the child to be involved in and progress in the general curriculum (or for a preschool child, to participate in appropriate activities), that may assist in determining whether the child is a child with a disability and the content of the child's IEP. Any standardized tests that are given to a child—have been validated for the specific purpose for which they are used; and are administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the tests. If an assessment is not conducted under standard conditions, a description of the extent to which it varied from standard conditions (e.g., the qualifications of the person administering the test, or the method of test administration) must be included in the evaluation report. Tests and other evaluation materials include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient. Tests are selected and administered so as best to ensure that if a test is administered to a child with impaired sensory, manual, or speaking skills, the test results accurately reflect the child's aptitude or achievement level to whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure). No single procedure will be used as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child. The child will be assessed in all areas related to the suspected disability, including, if appropriate, health, vision hearing, social, and emotional status, general intelligence, academic performance, communicative status and motor abilities. In evaluating each child with a disability under IDEA, the evaluation will be sufficiently comprehensive to identify all of the child's special education and related services needs, whether or not commonly linked to the disability category in which the child has been classified. The school uses technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors. The school uses assessment tools and strategies that provide relevant information that directly assists persons in determining the educational needs of the child.

As part of an initial evaluation, (if appropriate), and as part of any reevaluation under IDEA, a group of individuals involved in the student's program, and other qualified professionals, as appropriate, shall review existing evaluation data on the child, including—evaluations and information provided by the parents of the child; current classroom-based assessments and observations; and observations by teachers and related services providers; and on the basis of that review and input from the child's parents, identify what additional data, if any, are needed to determine—whether the child has a particular category of disability, or, in case of a reevaluation of a child, whether the child continues to have such a disability; the present levels of performance and educational needs of the child; whether the child needs special education and related services, or in the case of a reevaluation of a child, whether the child continues to need special education and related services; and whether any additions or modifications to the special education and related services are needed to enable the child to meet the measurable annual goals set out in the IEP of the child and to participate, as appropriate, in the general curriculum. The school shall administer tests and other evaluation materials as may be needed to produce the data

identified in the process above. If no additional data are needed to determine whether the child continues to be a child with a disability, the school will notify the child's parents—of that determination and the reasons for it; and of the right of the parents to request an assessment to determine whether, for purposes of services, the child continues to be a child with a disability.

After completing the administration of tests and other evaluation materials—a group of qualified professionals and the parent of the child will determine whether the child is a child with a disability, and the school will provide a copy of the evaluation report and the documentation of determination of eligibility to the parent. A child may not be determined to be eligible if the determinant factor for that eligibility determination is—a lack of instruction in reading or math; or limited English proficiency; and if the child does not otherwise meet the eligibility criteria. The school will evaluate a child with a disability under these guidelines before determining that the child is no longer a child with a disability. The evaluation will not be done if the student is terminated due to graduation with a regular education diploma, or exceeding the age eligibility for FAPE under State law.

In interpreting evaluation data for the purpose of determining if a child is a child with a disability, and the educational needs of the child, the school will draw upon information from a variety of sources, including aptitude and achievement test, parent input, teacher recommendations, physical condition, social or cultural background, and adaptive behavior; and ensure that information obtained from all of these sources is documented and carefully considered. If a determination is made that a child has a disability and needs special education and related services, an IEP must be developed for the child.

The school ensures that the IEP of a child with a disability is reviewed as described above and that a reevaluation of each child is conducted if conditions warrant a reevaluation, or if the child's parent or teacher requests a reevaluation, but at least once every three years.

The determination of whether a child suspected of having a specific learning disability is a child with a disability as defined by IDEA, must be made by the child's parents and a team of qualified professionals which must include the child's regular teacher, a regular classroom teacher qualified to teach a child of his or her age; or for a child of less than school age, an individual qualified by the SEA to teach a child of his or her age; and at least one person qualified to conduct individual diagnostic examinations of children, such as a school psychologist, speech-language pathologist, or remedial reading teacher.

A team may determine that a child has a specific learning disability if the child does not achieve commensurate with his or her age and ability levels in one or more of the areas described above, if provided with learning experiences appropriate for the child's age and ability levels; and the team finds that a child has a severe discrepancy between achievement and intellectual ability in one or more of these areas—oral comprehension, listening comprehension, written expression, basic reading skill, reading comprehension, mathematics calculation, mathematics reasoning. The team may not identify a child as having a specific learning disability if the severe discrepancy between ability and achievement is primarily the result of a

visual, hearing, or motor impairment; mental retardation; emotional disturbance; or environmental, cultural or economic disadvantage.

At least one team member other than the child's regular teacher shall observe the child's academic performance in the regular classroom setting. In the case of a child of less than school age or out of school, a team member shall observe the child in an environment appropriate for a child of that age.

For a child suspected of having a specific learning disability, the documentation of the team's determination of eligibility will include a statement of whether the child has a specific learning disability; the basis for making the determination; the relevant behavior noted during the observation of the child; the relationship of that behavior to the child's academic functioning; the educationally relevant medical findings, if any; whether there is a severe discrepancy between achievement and ability that is not correctable without special education and related services; and the determination of the team concerning the effects of environmental, cultural or economic disadvantage. Each team member will certify in writing whether the report reflects his or her conclusion. If it does not reflect his or her conclusion, the team member must submit a separate statement presenting his or her other conclusions.

f) Development and Implementation of the Individual Education Plan (IEP)

At the beginning of each school year, the school will have in effect an IEP for each child with a disability within its jurisdiction. The school will ensure that an IEP is in effect before special education and related services are provided to an eligible child under this part; and is implemented as soon as possible following the meetings which determine services. The school will ensure that the child's IEP is accessible to each regular education teacher, special education teacher, related service provider, and other service provider who is responsible for its implementation and each teacher and provider is informed of his or her specific responsibilities related to implementing the child's IEP; and the specific accommodations, modifications, and supports that must be provided for the child in accordance with the IEP. IEP or IFSP for children aged 3 through 5 (or at the discretion of the school a 2-year-old child with a disability who will turn age 3 during the school year), an IFSP that contains the material described in IDEA and developed according to IDEA, may serve as the IEP of the child if using that plan as the IEP is consistent with State policy; as agreed to by the school and the child's parents. In implementing the requirements of providing an IEP or an IFSP for a child aged 3 - 5, the school will provide to the child's parents a detailed explanation of the differences between an IFSP and an IEP, and if the parents choose an IFSP, obtain written informed consent for the parents.

The school is responsible for initiating and conducting meetings for the purpose of developing, reviewing, and revising the IEP of child with a disability (or, an IFSP). In the case of an initial IEP and the provision of services, the school will ensure that within a reasonable amount of time following the school's receipt of parent consent of an initial evaluation of a child, the child is evaluated; and if determined eligible under this part, special education and related services are made available to the child in accordance with an IEP. To meet this requirement, the school will hold a meeting to develop an IEP for the child within 30-days of a determination that the child needs special education and related services. The school will ensure that the IEP team

reviews the child's IEP periodically, but not less than annually, to determine whether the annual goals for the child are being achieved; and revises the IEP appropriate to address any lack of expected progress toward the annual goals described in the IEP and towards participation in the general curriculum, if appropriate; the results of any reevaluation conducted; information about the child provided to or by the parents; the child's anticipated needs; or other matters.

The school will ensure that the IEP team for each child with a disability includes—the parents of the child; at least one regular education teacher of the child (if the child is, or may be, participating in the regular education environment); at least one special education teacher of the child, or if appropriate, at least one special education provider of the child; a representative of the school who is qualified to provide or supervise the provision of a specially designed instruction to meet the unique needs of children with disabilities; is knowledgeable about the general curriculum; and is knowledgeable about the availability of resources of the school; an individual who can interpret the instructional implications of evaluation results, who may be member of the team described above; at the discretion of the parent or the school other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate; and if appropriate, the child. A student will be invited to attend his or her IEP meeting if a purpose of the meeting will be the consideration of the student's transition service needs, the needed transition services, or both. The school will also invite a representative of any other agency that is likely to be responsible for providing or paying for transition services.

The school will ensure that one or both of the parents of a child with a disability are present at each IEP meeting or are afforded the opportunity to participate, including — notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and scheduling the meeting at mutually agreed upon time and place. Information provided to parents will indicate the purpose, time, and location of the meeting and who will be in attendance; and inform the parents of the provisions of IDEA that require that parents are informed why certain individuals will participate. For a student with a disability beginning at age 14, or younger, if appropriate, the notice must also—indicate that a purpose of the meeting will be the development of a statement of the transition service needs of the student and indicate that the agency will invite the student. For a student with a disability beginning at age 16, or younger, if appropriate, the notice will indicate that a purpose of the meeting is the consideration of needed transition services for the student; indicate that the school will invite the student; and identify any other agency that will be invited to send a representative. Other methods to ensure parent participation include individual or conference telephone calls. A meeting will be conducted without a parent in attendance if the school is unable to convince the parents that they should attend. In this case, the school must have a record of its attempts to arrange a mutually agreed on time and place, such as—detailed records of telephone calls made or attempted and the results of those calls; copies of correspondences sent to the parents and any responses received; and detailed records of visits made to the parent's home or place of employment and the result of those visits. The school will take whatever action is necessary to ensure that the parent understands the proceedings at the IEP meeting,

including arranging for an interpreter for parents with deafness or whose native language is other than English. The school will give the parent a copy of the child's IEP at no cost to the parents.

In developing each child's IEP, the IEP team, shall consider—the strengths of the child and the concerns of the parents for enhancing the education of their child; the results of the initial or most recent evaluation of the child; and as appropriate, the results of the child's performance on any general State or district-wide assessment programs. The IEP team also will, in the case of a child whose behavior impedes his or her learning or that of others, consider, if appropriate, strategies, including positive behavioral interventions, strategies, and supports to address that behavior; in the case of a child with limited English proficiency, consider the language needs of the child as those needs relate to the child's IEP; in the case of a child who is blind or visually impaired, provide for instruction in Braille and the use of Braille unless the IEP team determines, after an evaluation of the child's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the child's future needs or instruction in Braille or the use of Braille), that instruction in Braille or the use of Braille is not appropriate for the child. The school will consider the communication needs of the child, and in the case of a child who is deaf or hard of hearing consider the child's language and communication needs, opportunities for direct communications with peers and professional personnel in the child's language and communication mode, academic level, and full range of need, including opportunities for direct instruction in the child's language and communication mode; and consider whether the child requires assistive technology devices and services.

In conducting a meeting to revise, or review, if appropriate, a child's IEP, the IEP team will consider the reasons for holding a meeting—to consider the strengths of a child or concerns of a parent, the results of the initial or most recent evaluation, or if appropriate the results of a State or district test.

A statement will be made in a child's IEP when the IEP team determines that a child needs a particular device or service (including an intervention, accommodation, or other program modification) in order for the child to receive FAPE.

The regular education teacher of a child with a disability, as a member of the IEP team, must, to the extent appropriate, participate in the development, review, and revision of the child's IEP, including assisting in the determination of—appropriate positive behavioral interventions and strategies for the child; and supplementary aids and services, and program modifications or supports for school personnel that will be provided for the child.

The IEP for each child with a disability will include a statement of the child's present levels of educational performance, including—how the child's disability affects the child's involvement and progress in the general curriculum (i.e., the same curriculum for nondisabled children) or for preschool children, as appropriate, how the disability affects the child's participation in appropriate activities; and meeting each of the child's other educational needs that result from the child's disability.

The IEP for each child with a disability will include a statement of measurable goals, including benchmarks or short-term objectives, related to—meeting the child's needs that result from the progress in the general curriculum, or for preschool

children, as appropriate, to participate in appropriate activities; and meeting each of the child's other educational needs that result from the child's disability.

The IEP for each child with a disability will include a statement of the special education and related services and supplementary aids and services to be provided to the children, or on behalf of the child, and a statement of the program modifications or supports for school personnel that will be provided for the child—to advance appropriately toward attaining the annual goals; to be involved and progress in the general curriculum and to participate in extracurricular and other nonacademic activities and to be educated and participate with other children with disabilities and nondisabled children in the activities described. It will also include an explanation of the extent, if any, to which the child will not participate with nondisabled children in the regular classes and in the activities described above.

The IEP will also include a statement of any individual modifications in the administration of State or district-wide assessment of student achievement that are needed in order for the child to participate in the assessment; and if the IEP team determines that the child will not participate in a particular State or district-wide assessment of student achievement (or part of an assessment) a statement of—why that assessment is not appropriate for the child and how the child will be assessed.

The IEP will include the projected date for the beginning for the services and modifications described above and the anticipated frequency, location, and duration of those services and modifications.

The IEP will include a statement of how the child's parents will be regularly informed (through such means as periodic report cards), at least as often as parents are informed of their nondisabled children's progress, of—their child's progress toward the annual goals; and the extent to which that progress is sufficient to enable the child to achieve the goals by the end of the year.

The IEP will include for each student with a disability beginning at age 14 (or younger, if determined appropriate by the IEP team), and updated annually, a statement of the transition service needs of the student under the applicable components of the student's IEP that focuses of the student's courses of study (such as participation in advanced-placement courses or a vocational education program); and for each student beginning at age 16 (or younger, if determined appropriate by the IEP team). A statement of needed transition services for the student, including if appropriate, a statement of the interagency responsibilities or any needed linkages. If a participating agency fails to provide the transition services described in the IEP in accordance with IDEA, the school will reconvene the IEP team to identify alternative strategies to meet the transition objectives for the student set out in the IEP.

The school will provide special education and related services to a child with a disability in accordance with the child's IEP; and make a good faith effort to assist the child to achieve the goals and objectives or benchmarks listed in the IEP.

g) Least Restrictive Environment (LRE) Placemen

The school will ensure that to the maximum extent appropriate, children with disabilities are educated with children who are nondisabled; and that special classes, separate schooling or other removal of children with disabilities from the

regular educational environment occurs only if the nature or severity of these supplementary aids and services cannot be achieved satisfactorily.

The school will ensure that a continuum of alternative placements is available to meet the needs of children with disabilities for special education and related services. The continuum required in the above sentence will include the alternative placements listed in the definition of special education in IDEA (instruction in regular classes, special classes, special schools, home instruction, and instruction in hospitals and institutions); and make provisions for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with regular class placement.

In determining the educational placement of a child with a disability, including a preschool child with a disability, the school will ensure that the placement decision is made by a group of persons including the parents, and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options; and is made in conformity with the LRE provisions of IDEA. The child's placement is determined at least annually; is based on the child's IEP; and is as close as possible to the child's home; unless the IEP of a child require some other arrangement, the child is educated in the school that he or she would attend if nondisabled. In selecting the LRE, consideration is given to any potential harmful effect on the child or on the quality of services that he or she needs; and a child with a disability is no removed from education in age-appropriate regular classrooms solely because of needed modifications is the general curriculum.

In providing or arranging for the provision of nonacademic and extracurricular services and activities, including meals, recess periods, and the services and activities set in IDEA, the school will ensure that each child with a disability participate with nondisabled children in those services and activities to the maximum extent appropriate to the needs of that child.

h Transitional Planning

The IEP developed for a child with a disability includes a statement of needed transition services. It includes goals and objectives based on a functional vocational evaluation and anticipated post school outcomes beginning no later than age sixteen and annually thereafter. Transition planning includes inviting a representative of any other agency that is likely to be responsible for providing or paying for transition services. To meet this requirement, the school will identify all agencies that are likely to be responsible for providing or paying for transition services for each student. The school will invite each of those agencies to the IEP meeting; and if an agency invited to send a representative to a meeting does not do so, the school will take other steps to obtain the participation of that agency in the planning of any transition services. If, during the course of an IEP meeting, the team identifies additional agencies that are likely to be responsible for providing or paying transition services for the student, the school will determine how it will meet the requirements of IDEA.

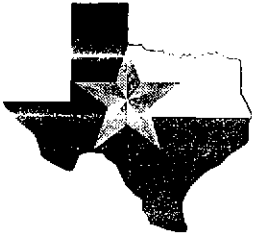
The school ensures that qualified personnel will be part of the IEP team. Qualified personnel means personnel who have met State Education Agency-approved or State Education Agency-recognized certification, licensing, registration, or other comparable requirements that apply to the area in which the individuals are providing special education or related services.

Appropriate professional requirements in the State means entry level requirements that – are based on the highest requirements in the State Applicable to the profession or discipline in which a person is providing special education or related services; and establishes suitable qualifications for personnel providing special education and related service. Profession or discipline means a specific occupational category that – provides special education and related services to children with disabilities under IDEA and has been established or designated by the State and has a required scope of responsibility and degree of supervision.

The school will conform to all State provisions relating to personnel standards, including the use of paraprofessional and assistants who are appropriately trained and supervised, in accordance with State law, regulations, or written policy, in meeting the requirements for IDEA to use to assist in the provision of special education and related services to children with disabilities under Part B of IDEA.

j) Children with Disabilities, ages 3 – 5

Raul Yzaguirre School for Success ensures that federal guidelines stipulated in 34 CRF 301 will be followed, including Part C regulations that require a transition planning conference with lead agencies involved with the child, to convene, with family approval, at least 90 days, and at the discretion of the parties, up to 6 months before the 3rd birthday of a toddler receiving early intervention services. The school also ensures that by the 3rd birthday of a child participating in early intervention programs under Part C of IDEA and who will participate in pre – school at RYSS experience a smooth and effective transition to our pre – school programs in a manner consistent with Section 637 (a) (B) of IDEA.



TEXAS EDUCATION AGENCY

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

Jim Nelson
Commissioner of Education

June 11, 2001

Mr. Richard R. Farias
Tejano Center for Community Concerns
2950 Broadway
Houston, TX 77017

Dear Mr. Farias:

Enclosed please find two revised signature pages for the charter renewal contract for the Raul Yzaguirre School for Success, mailed to you last week. The signature pages now include a place for the signature of David Massin, chair of the school board.

Please call me at (512) 463-8305 if anything else needs to be changed.

Sincerely,

Charles D. Moody
Assistant Counsel, Legal Services Division

representations made in Charterholder's renewal application and any supporting documents (to the extent such commitments and representations are consistent with the terms of this contract).

37. No Waiver of Breach. No assent, express or implied, to any breach of any of the covenants or agreements herein shall waive any succeeding or other breach.

38. Venue. Any suit arising under this contract shall be brought in Travis County, Texas.

39. Governing Law. In any suit arising under this contract, Texas law shall apply.

40. Authority. By executing this contract, Charterholder represents that it is an "eligible entity" within the meaning of Section 12.101 (a), TEC. Charterholder shall immediately notify the Board of any legal change in its status, which would disqualify it from holding the charter, of any violation of the terms and conditions of this contract, or of any change in the chief operating officer of the Charterholder. Charterholder further represents that the person signing this contract has been properly delegated authority to do so.

For the State Board of Education:

Grace Shore, Chair

Date

For Tejano Center for Community Concerns:

Mr. Richard R. Farias
Chief Executive Officer

Date

Mr. Daniel Abrego, Jr.
Chair, Governing Board of Charterholder

Date

Mr. David Massin
Chair, School Board

Date

____ Initialed by the SBOE Chair on ___/___/2001.

____ Initialed by the Charterholder Chair on ___/___/2001.

____ Initialed by the Charterholder CEO on ___/___/2001.

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Mr. Daniel Abrego, Jr.
Chair, Governing Board of Charterholder

Date

Mr. David Massin
Chair, School Board

Date

____ Initialed by the SBOE Chair on ___/___/2001.

____ Initialed by the Charterholder Chair on ___/___/2001.

____ Initialed by the Charterholder CEO on ___/___/2001.

CONTRACT FOR CHARTER RENEWAL

This contract is executed between the Texas State Board of Education, 1701 North Congress Avenue, Austin, Texas 78701-1494 (the "Board") and Tejano Center for Community Concerns, 2950 Broadway, Houston, Texas, 77017 ("Charterholder") for an open-enrollment charter to operate a Texas public school known as Raul Yzaguirre School for Success.

General

1. Definitions. As used in this contract:

"Charter" means the open-enrollment charter, as provided by Subchapter D, Chapter 12, Texas Education Code (TEC), granted by this contract.

"Charterholder" means Tejano Center for Community Concerns, the sponsoring entity identified in the charter application.

"Charter school" means Raul Yzaguirre School for Success, the open-enrollment charter school. Tejano Center for Community Concerns agrees to operate Raul Yzaguirre School for Success as provided in this contract. The charter school is a Texas public school and a charter school within the meaning of 20 U.S.C. §8066.

"Agency" means the Texas Education Agency.

2. The Charter. This contract renews the open-enrollment charter granted to Tejano Center for Community Concerns by that certain Contract for Charter attached as "Exhibit A" hereto. The terms of the charter include: (a) this Contract for Charter Renewal; (b) applicable law; (c) the Request for Proposals dated October 1995, as modified and superseded by Charterholder's application for charter renewal; (d) any condition, amendment, modification, revision or other change to the charter adopted or ratified by the Board; (e) all statements, assurances, commitments and representations made by Charterholder in its application for charter renewal, attachments or related documents, to the extent consistent with (a) through (d); and (f) assurance by Charterholder, evidenced by execution of this contract, that no false information was submitted to the Agency or the Board by Charterholder, its agents or employees in support of its application for charter or for renewal. For purposes of this paragraph, information is "false" if the person submitting the information knew, or through reasonable diligence should have discovered, that the information submitted was not true.

3. Authority Granted by Charter. The charter authorizes Tejano Center for Community Concerns to operate Raul Yzaguirre School for Success subject to the terms of the charter. Action inconsistent with the terms of the charter shall constitute a violation of the charter.

4. Alienation of Charter. The charter may not be assigned, encumbered, pledged or in any way alienated for the benefit of creditors or otherwise. Charterholder may not delegate, assign, subcontract or otherwise alienate any of its rights or responsibilities under the charter. Any attempt to do so shall be null and void and of no force or effect; provided, however, that Charterholder may contract at fair market value for services necessary to carry out policies adopted by Charterholder or the governing body of the charter school. Charterholder may not engage or modify the terms of the

JS Initialed by the SBOE Chair on 7/13/2001.
Rm Initialed by the Charterholder Chair on 6/15/2001.
RLT Initialed by the Charterholder CEO on 6/8/2001.

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engagement of a private management company without approval by the Board in accordance with Paragraph 7 of this contract.

5. Term of Charter. The charter shall be in effect from the date of execution through July 31, 2011, unless renewed or terminated; provided that before the end of the fifth year of the contract term, (a) the Board will conduct a review of the school's academic, financial, and compliance record; and (b) the Board and the school will negotiate new or modified contract terms upon completion of such review.

6. Renewal of Charter. On timely application by Charterholder in a manner prescribed by the Board, the charter may be renewed for an additional period determined by the Board. The charter may be renewed only by written amendment approved by vote of the Board and properly executed by its chair.

7. Revision by Agreement. The terms of the charter may be revised with the consent of Charterholder by written amendment approved by vote of the Board. For purposes of this paragraph, the terms of the charter include, among other provisions, specifications concerning the school's governance structure, characteristics of the educational program to be offered, and the location, type and number of facilities at which the school will operate. 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. Student Performance. Notwithstanding any provision in Charterholder's application for charter or for renewal, acceptable student performance under Section 12.111(3), TEC, shall be student performance meeting the standards for an acceptable rating as determined by the commissioner of education under Title 19, Texas Administrative Code, Chapter 97, or under the Alternative Education Accountability Rating Procedures, if registered under those procedures.

9. Open Enrollment. Total enrollment shall not exceed the maximum number of students approved by the State Board of Education. Students who reside outside the geographic boundaries stated in the charter shall not be admitted to the charter school until all eligible applicants who reside within the boundaries, and have submitted a timely application, have been enrolled. Students will be admitted on the basis of a lottery if more students apply for admission than can be accommodated, or using another method approved by the Board.

10. Criminal History. Charterholder shall take prompt and appropriate measures if Charterholder or the charter school, or any of their employees or agents, obtains information that an employee or volunteer of the charter school or an employee, officer, or board member of a management company contracting with the charter school has a reported criminal history that bears directly on the duties and responsibilities of the employee, volunteer, or management company at the school. Charterholder further represents that the Board and the Agency shall be notified immediately of such information and the measures taken.

11. Reporting Child Abuse or Neglect. Charterholder shall adopt and disseminate to all charter school staff and volunteers a policy governing child abuse reports required by Chapter 261, Texas Family Code. The policy shall require that employees, volunteers or agents of Charterholder or the charter school report child abuse or neglect directly to an appropriate entity listed in Chapter 261, Texas Family Code.

HS Initialed by the SBOE Chair on 7/13/2001.
DN Initialed by the Charterholder Chair on 6/15/2001.
MA Initialed by the Charterholder CEO on 6/8/2001.

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- 12. 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.
- 13. School Year. Charterholder shall adopt a school year with fixed beginning and ending dates.

Financial Management

- 14. Fiscal Year. Charterholder shall adopt a fiscal year consistent with Section 44.0011, Education Code.
- 15. Financial Accounting. Unless otherwise notified by the Agency, Charterholder shall comply fully with generally accepted accounting principles ("GAAP") and the Financial Accountability System Resource Guide, Bulletin 679 or its successor ("Bulletin 679") published by the Agency in the management and operation of the charter school. Charter holder shall also comply with the standards for financial management systems outlined in 34 CFR §80.20.
- 16. 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 A-133 or its successor.
- 17. Attendance Accounting. To the extent required by the commissioner, Charterholder shall comply with the "Student Attendance Accounting Handbook" published by the Agency; provided, however, that Charterholder shall report attendance data to the Agency at six-week intervals or as directed by the Agency.
- 18. Foundation School Program. Distribution of funds to the charter school under Section 12.106, TEC, is contingent upon Charterholder's compliance with the terms of the charter. Charterholder is ineligible to receive Foundation School Program funds prior to execution of this contract by the Board. Within 30 days of receiving notice of overallocation and request for refund under Section 42.258, TEC, Charterholder shall transmit to the Agency an amount equal to the requested refund. If Charterholder fails to make the requested refund, the Agency may recover the overallocation by any means permitted by law, including but not limited to the process set forth in Section 42.258, TEC.
- 19. Tuition and Fees. Charterholder shall not charge tuition and shall not charge a fee except that it may charge a fee listed in Subsection 11.158(a), TEC.
- 20. Assets of Charter. Charterholder shall not apply, hold, credit, transfer or otherwise make use of funds, assets or resources of the charter school for any purpose other than operation of the charter school authorized by the charter.
- 21. Indebtedness of Charter. Charterholder shall not incur a debt, secure an obligation, extend credit, or otherwise make use of the credit or assets of the charter school for any purpose other than operation of the charter school authorized by the charter.
- 22. Interested Transactions. All financial transactions between the charter school and (a)

48 Initialed by the SBOE Chair on 7/13/2001.
 RM Initialed by the Charterholder Chair on 6/15/2001.
 RM Initialed by the Charterholder CEO on 6/8/2001.

Charterholder, (b) an officer, director, or employee of Charterholder or of the charter school, or (c) a person or entity having partial or complete control over Charterholder or the charter school shall be separately and clearly reflected in the accounting, auditing, budgeting, reporting, and record keeping systems of the charter school. Charterholder shall not transfer any asset of the charter or incur any debt except in return for goods or services provided for the benefit of the charter school at fair market value.

23. Non-Charter Activities. Charterholder shall keep separate and distinct accounting, auditing, budgeting, reporting, and record keeping systems for the management and operation of the charter school. Any business activities of Charterholder not directly related to the management and operation of the charter school shall be kept in separate and distinct accounting, auditing, budgeting, reporting, and record keeping systems from those reflecting activities under the charter. Any commingling of charter and non-charter business in these systems shall be a violation of the charter.

Governance and Operations

24. 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.

25. PEIMS Reporting. Charterholder shall report timely and accurate information to the Public Education Information Management System (PEIMS), as required by the commissioner.

26. Conflict of Interest. Charterholder shall comply with any applicable prohibition, restriction or requirement relating to conflicts of interest or fiduciary duties. If an officer or board member of Charterholder or of the charter school has a substantial interest, within the meaning of Chapter 171, Local Government Code, in a transaction, such interest shall be disclosed in public session at a duly called meeting of the governing body prior to any action on the transaction.

27. 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.

28. Indemnification. Except as limited by the Texas Constitution, 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.

29. Failure to Operate. Charterholder shall operate the charter school for the full school term as described in the charter application in each year of the charter contract. Charterholder may not suspend operation for longer than 21 days without a revision to its charter, adopted by the Board, stating that the charter school is dormant and setting forth the date on which operations shall resume and any applicable conditions. Charterholder may not suspend operation of the school for a period of more than three days without mailing written notice to the parent or guardian of each student and to the Agency at least 14 days in advance of the suspension; except that in an emergency Charterholder must notify the Agency by telephone or other means within 24 hours of suspending operations. Suspension of operations in violation of this paragraph shall constitute abandonment of this contract

AS Initialed by the SBOE Chair on 7/13/2001.
RM Initialed by the Charterholder Chair on 6/15/2001.
RRJ Initialed by the Charterholder CEO on 6/8/2001.

and of the charter.

30. Charter School Facility. Charterholder shall have and maintain throughout the term of the charter a lease agreement, title or other legal instrument granting to Charterholder the right to occupy and use one or more facilities suitable for use as the charter school facilities described by the charter. During any period of dormancy granted by the Board, this requirement may be waived by the Board. Facilities occupied and used as charter school facilities shall comply with all applicable laws, including, but not limited to, the Texas Architectural Barriers Act, Article 9102, Vernon's Texas Civil Statutes. The charter school shall not change location of its instructional facilities or administrative offices from those listed in the charter application or in a subsequent charter amendment without prior approval of the Board. When approved by the Board for a new location for an instructional facility, the charterholder shall, prior to commencing school operations at that location, submit to the Charter Schools Division a certificate of occupancy or equivalent certificate for use of the facility at the new location as a public school, as required in the charter application.

Enforcement

31. Agency Investigations. The commissioner may in his sound discretion direct the Agency to conduct investigations of the charter school to determine compliance with the terms of the charter or as authorized in the Texas Education Code or other law. 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 violation of the charter.

32. Commissioner Authority. The commissioner in his sole discretion may take any action authorized by Chapter 39, TEC, Chapter 29, TEC, or Chapter 42, TEC relating to the charter school. Such action is not "adverse action" as used in this contract. Charterholder, its employees and agents shall fully cooperate with such actions. Failure to timely comply with any action authorized by Chapter 39, TEC, Chapter 29, TEC or Chapter 42, TEC is a violation of the charter.

33. Adverse Action. The Board in its sole discretion may modify, place on probation, revoke or deny timely renewal of the charter for cause ("adverse action"). Each of the following shall be cause for adverse action on the charter: (a) any material violation of the terms of the charter listed in paragraphs 2 and 3, including accountability provisions; (b) failure to satisfy generally accepted accounting standards of fiscal management; or (c) failure to comply with an applicable law or rule.

This Agreement

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

35. Severability. If any provision of this contract is determined by a court or other tribunal to be unenforceable or invalid for any reason, the remainder of the contract shall remain in full force and effect, so as to give effect to the intent of the parties to the extent valid and enforceable.

36. Conditions of Contract. Execution of this contract by the Board is conditioned on full and timely compliance by Charterholder with: (a) the terms, required assurances and conditions of the Request for Proposals dated October 1995; (b) applicable law; and (c) all commitments and

JS Initialed by the SBOE Chair on 7/13/2001.
DM Initialed by the Charterholder Chair on 6/15/2001.
RRT Initialed by the Charterholder CEO on 6/8/2001.

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representations made in Charterholder's renewal application and any supporting documents (to the extent such commitments and representations are consistent with the terms of this contract).

37. No Waiver of Breach. No assent, express or implied, to any breach of any of the covenants or agreements herein shall waive any succeeding or other breach.

38. Venue. Any suit arising under this contract shall be brought in Travis County, Texas.

39. Governing Law. In any suit arising under this contract, Texas law shall apply.

40. Authority. By executing this contract, Charterholder represents that it is an "eligible entity" within the meaning of Section 12.101 (a), TEC. Charterholder shall immediately notify the Board of any legal change in its status, which would disqualify it from holding the charter, of any violation of the terms and conditions of this contract, or of any change in the chief operating officer of the Charterholder. Charterholder further represents that the person signing this contract has been properly delegated authority to do so.

For the State Board of Education:

Grace Shore
Grace Shore, Chair

7-13-01
Date

For Tejano Center for Community Concerns:

Richard R. Farias
Mr. Richard R. Farias
Chief Executive Officer

6/15/01
Date

Daniel Abrego, Jr.
Mr. Daniel Abrego, Jr.
Chair, Governing Board of Charterholder

6/19/01
Date

David Massin
Mr. David Massin
Chair, School Board

6/20/01
Date

AS Initialed by the SBOE Chair on 7/13/2001.
DA Initialed by the Charterholder Chair on 6/15/2001.
DM Initialed by the Charterholder CEO on 6/15/2001.

Exhibit A

CONTRACT FOR CHARTER

CONTRACT entered into this 29th day of April, 1996 by and between the Texas State Board of Education (the "Board") and Tejano Center for Community Concerns ("Charterholder") for the purpose of establishing a charter to operate a public school.

The term of the charter granted by this contract is from September 1996 through August 2001. The charter may be renewed for an additional period by mutual agreement of the parties at any time prior to its expiration.

The charter granted by this contract is contingent upon full and timely compliance with the following, all of which are incorporated by reference:

1. The terms of the Request for Proposals dated October 1995, including the assurances required by the Request;
2. All applicable requirements of state and federal law and court orders, including any amendments thereto; and
3. All additional commitments and representations made in Charterholder's application and any supporting documents which are consistent with the provisions and requirements of this contract.

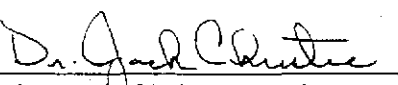
Charterholder understands that the Board may modify, place on probation, revoke or deny renewal to a charter if the Board determines that a material violation of the charter has occurred, that Charterholder has failed to satisfy generally accepted accounting standards of fiscal management, or that the Charterholder has failed to comply with an applicable law or rule. The parties agree that failure to satisfy accountability provisions adopted under Subchapters B, C, D and G of Chapter 39 of the Texas Education Code, or their successor provisions, or failure to operate an open-enrollment charter school during the period of this contract are material violations of the charter. Charterholder understands that its charter may not be assigned, encumbered, pledged or in any way alienated for the benefit of creditors or otherwise.

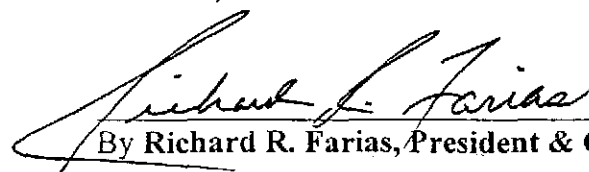
Charterholder represents that it is qualified to enter into this contract and agrees to immediately notify the Board of any legal change in its status which would disqualify it from holding the charter, of any violation of the terms and conditions of this agreement, and of any change in the chief operating officer of the Charterholder.

Entered into this 29th day of April, 1996.

Texas State Board of Education

Tejano Center for Community Concerns
3522 Polk
Houston, Texas 77003


By Dr. Jack Christie, Chairman


By Richard R. Farias, President & CEO