

Receipt by TEA: \_\_\_\_\_

Date of Committee Review: \_\_\_\_\_

\_\_\_\_ Approved \_\_\_\_ Not Approved

Date of SBOE Review: \_\_\_\_\_

Beginning Date of Operation: \_\_\_\_\_

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

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

Chief Operating Officer

of Proposed Charter: Jim NealTitle: PresidentName of Sponsoring Entity: Southwest Winners Inc.

The applicant is an "eligible entity" under the following category (check one):

\_\_\_\_ an institution of higher education (TEC 61.003);  a tax-exempt organization [501(c)(3)];

\_\_\_\_ a private/independent institution of higher education (TEC 61.003); \_\_\_\_ a governmental entity.

Sponsor Address: 1248 Austin Hwy., #220City: San Antonio, Tx.Zip: 78209Phone Number: (210) 829-8017FAX: (210) 829-8514Name of Proposed Charter: Southwest Preparatory SchoolCharter Site Address: 1248 Austin Hwy., #220City: San Antonio, Tx.735 S.W.W. White RdCity: San Antonio, Tx.Zip: 78209 & 78220 Phone Numbers: 210-829-8017 & 337-5775 FAX: 210-829-8514 & 337-5062

Grade

Expected Initial

Projected Max.

Levels: 9-12Enrollment: 50Enrollment: 250The charter will primarily serve an area that is geographically:  urban \_\_\_\_ suburban \_\_\_\_ rural

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

Southwest Preparatory School is designed to prepare at-risk students for tomorrow's workforce by providing a well balanced challenging curriculum that links school to both the workplace and college.

Indicate the approximate percentage of each student population in as many categories as are applicable:

0 pre-kindergarten; 25 special education; 0 migrant;85 economically disadvantaged; 5 limited English proficiency; 30 recovered dropouts;90 at risk of dropping out;15 pregnant or parent students; \_\_\_\_ otherThe facility to be used for an open-enrollment charter school is owned by Aberfeldy Limited Partnership and Hope Presbyterian Church a commercial entity  a non-profit entity \_\_\_\_ a school district.

*Jim Neal*  
11/6/98

120/01/09/98-071

## Executive Summary

Southwest Winners Inc. (SWW) proposes to operate a 9-12 grade Open-Enrollment Charter School named Southwest Preparatory School (SWPS) that will be located at SWW's two current locations in Northeast San Antonio and Southeast San Antonio and will serve youth from Bexar County. Two locations will facilitate the enrollment of at-risk youth from a diverse population in Bexar County. SWPS locations are seven miles apart and conveniently located on major streets near bus stops and nearby housing projects. The Southwest Preparatory School will be operated as a subsidiary of SWW Inc. and will open the North East location in the fall of 1998 with fifty (50) students enrolled in the first year and the South East location will open in the second year. The total enrollment by the fifth year will be two hundred fifty (250). Enrollment will be on a first come first serve basis to those living in the Bexar County.

**The mission of the Southwest Preparatory School is to provide an adaptive and effective learning environment that will prepare high school age youth to succeed in the workplace and/or college.** This mission will be successfully accomplished by establishing goals that support a clear vision of the mission statement, identifying specific objectives to measure the success of these goals and managing information from a comprehensive data base system that will report the progress of each of the objectives to be accomplished. Southwest Winners' enviable record of nine years of success with at-risk youth is predicated on a business philosophy of accountability.

The curriculum will include an emphasis on character education (self reliance, responsibility) and moral education. Health will include a unit on abstinence education that emphasizes the four tenants of moral responsibility (Prudence, Fortitude, Temperance and Justice). English classes will include readings from the Book of Virtues. In preparation for the workforce, much of the method of instruction will support a philosophy of "Technology as a Second Language." Dual enrollment for credits will be available via Internet as per an existing articulation agreement with a local community college. Classes are self paced and managed by individual weekly goals. Emphasis is on developing self motivation through the success of weekly academic goals.

The Southwest Preparatory School is an academic/vocational school. Students spend four hours in the classroom and work in the afternoons for credit. Students may work in the private sector or community service with the school. Students electing community service write a business plan and learn all aspects from manual labor to day-to-day business decisions faced by an owner. Community service consists of first learning about operating a business and subsequently applying that knowledge into operation of the business. Students receive 1 ½ credits per semester for their participation in a work program. The School-to-Work competencies are part of preparation for the workplace to ensure students are prepared for the world of work.

The Southwest Preparatory School features two important ancillary services. Students may attend after school (3:30 - 5:30 P.M.) tutoring in TAAS and TASP preparation, SAT/ACT prep and any

high school subjects. Once graduated, students may utilize the Graduate Placement Center. Students will be provided assistance in pre-employment skills training in such subjects as resume preparation, interviewing, and job search. Once completing pre-employment skills training (20 hrs), students will be able to download jobs from TWC and check postings from SWW's Job Placement Center.

The Southwest Preparatory School will serve both In-School and Out-of-School youth. Students who have dropped out and have more than 17 credits may be enrolled to complete their diploma. Those with less than 17 credits will be enrolled in a GED program.

The day-to-day operation of the school will be managed by a Board of Directors with direct input from students, parents and teachers. The SWPS Board will be responsible for providing progress reports and required TEA reports to SWW Inc. Board of Directors. SWW Inc's Board of Directors have 9 years of experience overseeing 30 federal contracts without any audit exceptions.

The Southwest Preparatory School will produce a product that is competitive for jobs in the workplace and prepared for the job market or college classroom as a result of the education and training provided.

In summary, Southwest Winners has the following accomplishments and expertise that uniquely qualify us to operate a charter school.

- \* Five years of experience as an alternative high school working with an average enrollment of more than 90% of at-risk youth and yielding the following results:
  - Exceptional track record of success acknowledged by school officials, parents, students and proven track record.
  - Close working relationship with school officials and business community to assist the educational and vocational needs of at-risk youth.
  - An effective and successful philosophy and curriculum of educating at-risk youth.
  
- \* Nine years experience working with economically disadvantaged youth in JTPA (Job Training Partnership Act funded through the Department of Labor) both In-School and Out-of-School that has yielded the following results:
  - Successful operation of nine Summer Youth Employment Training Programs (SYETP) providing work experience to approximately 4000 youth, 14-21, from all parts of Bexar County. One of the top providers each year with an average of 98% returning back to school after completion of the program.
  - Established linkage with at-risk counselors in all school districts of Bexar County. These linkages have been essential in identifying at-risk youth for enrollment into SYETP and follow-up to see that the students return to school for the fall semester.
  - Established linkage with community based organizations and employers to provide meaningful jobs to students.
  - Successful track record in operating In School and Out-of-School programs that include the operation of out-of-school programs in section 8 housing projects and In-school programs at local schools serving youth referred by at-risk counselors. Each

year SWW has been one of the top providers.

- \* Business philosophy and approach to education and job training.
  - Accountability and goal setting are the corner stones of SWW's track record of success. SWW has operated 30 federal contracts without an audit exception, contract violation or failure to meet a performance standard. SWW is the only JTPA agency locally contracted in both youth and adult programs that has always meet or exceeded performance standard requirements.
  - SWW management staff utilizes database information to effect performance by making sound business management decisions based on a comprehensive tracking system. Student success has been directly related to assisting students in setting their academic goals (weekly, 6 weeks and semester) that are SMART (Specific, Measurable, Attainable, Realistic and Timely) and tracking their progress and notifying parents and students when goals are not met. The business approach of SWW to operating education and job training is guided by the Chairman of the Board, Ms. Joyce Hipp who currently operates a small minority owned federal contracting firm, Southwest Resource Development, and has operated contracts starting in 1989 providing management assistance to 75 clients (minority owned small businesses) in Austin and San Antonio and the Women Owned Business for women entrepreneurs. By operating a school in a business atmosphere and philosophy, students are expected to conduct themselves in a professional manner.

- \* Existing staff policies and procedures in place to provide charter school services.

Southwest Preparatory School (SWPS) offers the following features in it's design that uniquely qualify SWPS for selection as a charter school.

- No Start Up Requirements. As in business, one of the key obstacles to overcome as a new charter school is the necessary resources required to start up that include capital, establishing a reputation for a quality product, staff, curriculum, equipment and the corporate knowledge necessary to integrate all of the above components in a manner that applies sound business and education policies and philosophies. SWPS will open it's doors in the fall of 1998 with all of this in place.
- Innovative Approach to Education that includes a business philosophy, character education, distance learning, a Graduate Placement Center and after school hours tutoring.
- A community service program offering students not employed an opportunity to earn credits while learning a business approach to operating a company and world-of-work skills.
- Curriculum with the flexibility to meet the needs of the at-risk student that includes high and clear academic expectations defined by student academic goals, self paced instruction facilitating open entry and exit during a semester, individualized instruction both on computers and one on one, committed staff that will provide tutoring after school if needed and a small family atmosphere for learning and support.

- Opportunities for teachers to prosper and develop. Teachers will have freedom and flexibility in the classroom, opportunities to upgrade and continue their education and professional development, be a partner in site based management and have accountability for their product or student achievement.
- Parental Involvement. Parents will have an opportunity to join the parent teacher organization, the Board of Directors, Committees of the Board and mentoring programs.
- Student Involvement. Students will have a representative serving on the Board of Directors, Committees of the Board and SWPS will have an active student council involved in the leadership and decision making of the school.
- Family Atmosphere SWPS will remain small enough to maintain the current family atmosphere that has successfully nourished at-risk students.

*State Board of Education District 5***SOUTHWEST WINNERS, INC.****OPEN-ENROLLMENT CHARTER APPLICATION**

*Southwest Winners, Inc. (SWW), if approved by the State Board of Education, agrees to operate Southwest Preparatory School described below in accordance with the provisions described within this document and the attached assurances.*

**1. VISION AND GOALS**

(Give the long range vision (5-10 years) and the goals (of at least the first year) of the school.)

**Background**

Southwest Winners was started in 1988 with three employees and a clear shared vision; to prepare tomorrow's workforce today. This mission statement was inspired by SWW's past President and current Chairman of the Board's work in the private industry. As a business consultant, Ms. Hipp learned one of the most common and serious problems facing employers was finding qualified, competent and motivated workers. To this end, SWW became a Job Training Partnership Act (JTPA) provider and has been funded since, to train and place economically disadvantaged youth and adults and dislocated workers into demand occupations. Locally, each and every year, SWW has been one of the top providers in performance. Last year, SWW performed at the highest level in all contracts awarded. This accomplishment was a first in San Antonio. This is a result of an organization setting goals that are steered by a clear and shared vision by management and staff. That is to say, if you produce a product (our participants) that the employer (our customers) want, the results will be predictable. As a result of this philosophy; SWW has successfully completed 30 JTPA contracts, 15 serving at-risk youth, with successful compliance and performance while serving more than 700 adults and 4000 youth. (Attachment 1)

**Vision**

The single most important quality of a successful school is a clear sense of purpose and direction that is shared by staff, board of trustees, parents, students and teachers. This vision must include the future goals of both the school and students. The vision for the school is secured if the vision for the product (student) is met. **The vision for students at Southwest Preparatory School (SWPS) is to produce a graduate that is self motivated, employable, self reliant, optimistic about the future, secure in their education and ability to learn and possess citizenship skills and decision making incorporating the principles learned in character education.** The vision of producing this product will guide the decision makers in every aspect of planning and operations.

The Southwest Preparatory School (SWPS) at the onset of the first organizational meeting will establish a clear vision supported by goals and articulate this vision to all employees, parents and students. If this vision is met, Southwest Preparatory School (SWPS) will thrive in the market place of school choice and the vision SWW Inc. has for Southwest Preparatory School (SWPS) will unfold. **The five year vision is to purchase land adjacent to and owned by Hope Presbyterian Church and construct a real Charter School building as a beacon of hope in a neighborhood desperately in need of a school that can produce the type of citizen described in our vision for our graduate.** The projected schedule is to lease space for classroom use in the second year with an option to buy the adjacent land in year three contingent on the success of the program. In year three raise enough capital to build the school; year four build the Southwest Preparatory School (SWPS) building and open SWPS Charter School building in year five with an enrollment of 150.

SWPS vision is supported by a business plan that is comprehensive in nature and detailed for planning purposes (Atch 2). SWW has a track record of community support in terms of in-kind contributions that will be beneficial in generating capital in a twenty four month period to build the charter school building at Hope Presbyterian Church. SWW was recently selected by the Department of Health to provide Abstinence Education to at-risk youth. For selection, a criteria of raising three dollars for every four requested was required. SWW exceeded the match requirement in a two week period of time, generating \$244,900.00 in kind to support the program for at-risk youth, Young Winners Leadership Training Program.

#### **Enrollment Growth by Site**

	Year 1	Year 2	Year 3	Year 4	Year 5
Austin Hwy.	50	75	100	100	100
Hope Presbyterian Church	0	50	75	75	150
Total	50	125	175	175	250

#### **Goals**

The following goals will guide the school through the first year and establish a standard for success. All objectives will be measured by information provided by a comprehensive data base. If goals are met our vision will be met. **Specifics for the evaluation of the measurable objectives are found in Section 4 under accountability.**

#### **Goal One**

Successfully incorporate character education in the curriculum and as a result students exhibit qualities in the classroom that will improve academic performance.

**Measurable Objectives:**

- Contrast absences prior to enrollment to absences during the first year at SWPS
- Contrast frequency of discipline problems prior to enrollment to discipline problems during the first year at SWPS
- Contrast school credits attained prior to enrollment to credits attained during the first semester at SWPS
- Contrast grade point average prior to enrollment to grade point average during the first year at SWPS

**Goal Two**

Structure SWPS to facilitate parental, student and teacher community involvement in the governance of the school.

**Measurable Objectives:**

- Determine that the Board of Directors is operational, and trained with one elected student (President of Student Council or an elected student member) and one elected parent (the President of the Parent Teacher Organization) represented on the Board of Trustees and one teacher elected member.

**Goal Three**

Provide a curriculum that meets the needs of the student and will encourage and challenge students to meet their full academic potential.

**Measurable Objectives:**

- Each student will establish academic weekly, six weeks and semester goals. Assistance will be provided to ensure goals are specific, measurable, attainable, realistic, timely and challenging.
- Number of dropouts.

**Goal Four**

Provide a curriculum that is well balanced, academically sound and prepares each student with academic skills for success in the real world.

**Measurable Objectives:**

- Each student will be pre and post tested in reading, math and language using McGraw Hill's Test of Adult Basic Education (TABE). SWW supports the validity of TABE as an academic skills assessment instrument and our assessment unit has been administering the



TABE by trained staff since 1989. Pre/post results will be contrasted with a standard for improvement.

- Each student completing Algebra I and Biology will be required to take the Algebra I and Biology Texas end-of-course test.
- Each student required, will take the TAAS test.

### **Goal Five**

Upon completion, the Graduate Placement Center will be available to assist students in their transition to school and/or work.

### **Measurable goal**

- Students who apply for college will be enrolled.
- Students seeking employment will enter the workforce.
- Students seeking job training will enter job training programs.

## **2. GOVERNANCE, BOARD, AND THE ROLE OF ADMINISTRATION, FACULTY, PARENTS, STUDENTS AND COMMUNITY MEMBERS IN THE LEADERSHIP AND DECISION MAKING OF SWPS**

(Describe the governing structure of the open-enrollment charter, including board composition, selection process and responsibilities. Also describe the role of administrators, faculty, parents, students, and community members in the leadership and decision-making of the school.)

### **A. Governance**

The Southwest Preparatory School (SWPS) will be managed by a seven member Board of Directors that represent the community served by having a blend and balance of appointed and elected representatives from school, business, and education.

Three members will be from the student body, parents and teachers. The students will be represented by either the President of the Student Council or if s/he elects not to serve, an elected student. The parents will be represented by the President of the Parent Teacher Organization or if s/he elects not to serve, an elected parent. The teachers will be represented by a teacher representative.

Three members will be appointed by the Superintendent, two from the business community and one a professional educator. One member will be elected from Hope Presbyterian Church. These appointments will provide important expertise in the decision making and operation of the board.

The three members appointed by the Superintendent will serve a two year term as will the representative from Hope Presbyterian Church. The three elected from the students, parents and teachers will serve a one year term, thereafter all members will be elected or appointed starting at the May board meeting in the year 1999. All terms of board members are staggered and will be two years in duration with the exception of student representation which may change annually with the election

of a new student council president. A parent elected to the board who has a student that graduates before the term is expired, will be allowed to complete their term. A teacher or student that transfers during their term, will trigger an election within 30 days to select their replacement. The Superintendent will appoint new representatives within 30 days of vacancies created by the resignation of their appointments.

### **1. Operation of the SWPS Board**

The Board will meet quarterly or more often if needed, to discuss the operations, hear reports, consider requests, hear concerns of parents, students and community and review and consider policy changes when necessary. The board may not act unless a quorum of board members or directors are present. All SWPS meetings will follow all requirements outlined in Chapter 551 and 552 of the Texas Education Code to include compliance with the Open Meetings Act and the Open Records Act.

### **2. Relationship Between the Managing and Governing Board**

The ultimate responsibility for the governance of SWPS lies with the Board of Directors of the Southwest Winners Inc., a 501(c)3 non profit organization. (See attachment 3 for documentation for non profit organization documentation, a copy of SWW's financial statement and assurances.) All personnel policies; to include hiring and firing authority, budgeting or contractual issues, audits, insurance policies and required decisions that impact all SWW Inc. employees fall under the auspices of SWW Inc. Financial policies and procedures are attachment 4, Personnel Policies are attachment 5, SWPS policies are attachment 6. SWW Inc. Board of Directors has successfully managed federal contracts totaling \$5,750,000.00 in the past nine years. In addition, the Chairman of the Board has 13 years of contract compliance as owner of Southwest Resource Development, a small, native American, woman-owned and operated business certified as an 8(a) by the Small Business Administration. This expertise is crucial in the oversight of the operation activities of Southwest Winners Inc. and the Southwest Preparatory School.

The President of SWPS Board of Directors and the Superintendent will met quarterly with Southwest Winners Inc. Board and provide a report on the management status of the school. It is the responsibility of the SWPS Board as previously described to provide management of SWPS through oversight and involvement in committees that work closely with school staff to ensure the school is operated in compliance with the charter.

### **3. SWPS Board Members**

(Atch 7 for resumes)

Superintendent's Appointments (two year term appointments)

Education

**Dr. Gary Short**

Dr. Gary Short will be an invaluable member, not only serving on the board but also providing training to board members prior to the first board meeting and providing additional expertise as needed by the administrative staff. Dr. Short is one of the most respected educators in San Antonio, holding positions in all aspects of education including as a teacher, principal, director of curriculum and headmaster. Dr. Short has certifications in superintending, mid-management, counseling language and learning disabilities, counseling in language and learning disabilities counselor and secondary social science. Dr. Short's currently is a certified curriculum auditor (AASA) NASSP Administration Assessor, offers organizational/communication effectiveness workshops to schools and is the Headmaster at St. Anthony's Catholic High School in San Antonio.

**Business****Jeanne Martin**

Jeanne Martin will bring a business approach and philosophy to SWPS board. As President of Career Quest Inc., Ms. Martin oversees the day-to-day operations of her proprietary school that includes the training of high school and GED graduates in demand occupations in computer technology and travel. Ms. Martin has an impeccable reputation in San Antonio for providing quality training services in compliance with Texas Workforce Commission requirements.

**Charlene Smith**

Ms. Smith is a very accomplished African American holding degrees as a Registered Nurse, Master of Nursing and Doctorate at Jurisprudence. In addition to her legal practice, Ms. Smith is the Volunteer Coordinator of Placement and Development for the Christian Women Job Corps whose mission is to assist in the spiritual, educational and vocational development of homeless women in San Antonio. Ms. Smith's legal expertise and reputation in the community will be very beneficial in guiding the board.

**Appointment from Hope Presbyterian Church****Michael Smith**

Mr. Michael Smith is the current Pastor at Hope Presbyterian Church and a professor at St. Phillips College. Mr. Smith is very involved in community, minority, family and criminal justice issues-all important issues for SWPS. Mr. Smith will be a vital link to the congregation of his church and to Presby, the governing body that must approve any property acquisition.

**Elected Representation**

In October 1998 and thereafter each April, the student body will elect the Student Council President that may be their representative on the SWPS school board for the school year. If the Student Council President chooses not to serve on the board, the students will elect a representative for that position in May.

Also in Oct 1998 and thereafter each April, the teachers and parents will elect their representative to serve on the board.

**4. Southwest Winners Inc. Board Members**  
(Attachment 8 for resumes of Ms. Hipp and Mr. Bhagat)

**President - Joyce Hipp**

Ms. Joyce Hipp is the past President of Southwest Winners Inc. (SWW) and the current President of Southwest Resource Development Inc. (SRD). As past President of SWW Inc., Ms. Hipp provided oversight to the successful completion of thirty federal contracts for job training within the Department of Labor. As President of SRD, Ms. Hipp has managed eighteen contracts with federal agencies to include computer facility management for the Dept. of Energy, Computer Data Management for the Air Force Center for Environmental Excellence (AFCEE), Test Administration for Education Services at Ft. Sam Houston, Business Consulting for the Small Business Administration and EEO Investigation, Arbitration and Grievance Hearing for the Environmental Protection Agency (EPA).

**Treasurer - Ravi Bhagat**

Mr. Bhagat is a CPA with nine years of experience as the accountant for both SWW Inc. and SRD Inc. Since his tenure as the accountant, neither SWW Inc. or SRD Inc. has not had an audit exception. Mr. Bhagat has been a board member as has Ms. Hipp since the inception of SWW Inc. Mr. Bhagat will review all fiscal reports and provide fiscal oversight important to the charter school.

**Secretary - Mr. George Cisneros**

Mr. Cisneros is a local attorney that has been a board member for the past seven years and has provided legal advice when needed.

See resume attachment 16.

**Director - Clarence Breuleux**

Mr. Breuleux is a local business consultant and has been a board member since 1988. Mr. Breuleux is very knowledgeable in the arena of federal and state contracting.

## **5. SWPS Board Committees**

The SWPS Board will initially have five committees. Additional committees may be established by the Board of Directors if deemed appropriate. The Board will appoint members of these committees from staff, parents and teachers in addition to board members.

### **a. Teacher Review Committee**

The Teacher Review Committee will be appointed by the SWPS Board of Directors and will consist of three members from the SWPS Board.

The Teacher Review Committee will be responsible for reviewing the results of the teacher evaluation for classroom performance of SWPS teachers and teachers aides (full and part time). Teacher observations will be performed at least once each semester by the Principal. Each semester after completion of teacher observations, the Teacher Review Committee will report its findings to the Board of Directors with any recommendations. The Principal will perform an annual formal evaluation of each teacher and the results of the evaluation along with the evaluation of the Teacher Review Committee will be forwarded to the Board of Directors and become part of the permanent file. For obvious reasons, the student and teacher representative on the SWPS board will not be included in this committee.

In addition to teacher evaluation review, the committee will also hear grievances from staff and by a majority vote rule on that grievance.

### **b. Discipline and Dress Code**

The Discipline and Dress Code Committee will be appointed by the Board of Directors and it will include one board member and two parents. If the board member appointed is the student body representative, they may not be involved in any issues involving disciplinary action regarding a student. It will be the responsibility of the Discipline and Dress Code Committee to determine what the proper dress code will be and monitor discipline issues and report their findings to the Board of Directors.

### **c. Accountability Committee**

It will be the responsibility of the Accountability Committee to meet with the Principal each month and review the progress of SWPS in meeting the objectives and goals and ultimately the mission statement. This Accountability Committee is appointed by the Board of Directors and will be composed of one board member and two parents. The Accountability Committee will report their findings to the Board of Directors with any recommendations. If at any time the Accountability Committee finds that the objectives are not being met, they have the authority to establish a two member oversight committee to meet weekly with the Principal until the Accountability Committee is satisfied that the objectives and goals of the SWPS are being met.

**d. Budget Committee**

The budget committee will be responsible for the review of expenditures and make recommendations for the upcoming budgets to be adopted by the SWW Inc. Board. The committee will be appointed by the Board of Directors and will have three members, all from the SWPS Board of Directors.

**e. Community Relations Committee**

The Board of Directors will appoint one board member and two parents to promote the school in the community, organize the Parent Teacher Organization, fund raisers parent volunteers for committee memberships and organize events such as parents night. The Community Relations Committee will keep the Board of Directors apprised of their activities.

**B. Staff/Administrators and Faculty (Attachment 9 is organization chart)****1. Administrators**

The administration in the first year will consist of one Superintendent (President of SWW Inc.), and one Principal/Teacher.

**Superintendent**

The Superintendent is the liaison between SWPS, Board of Directors, SWW Inc. Board of Directors, and TEA. The superintendent, and author of this proposal, Jim Neal will be the point of contact with TEA. The Superintendent will oversee the administration of the school and be responsible for accurate concise reporting to the Board of SWW Inc. and TEA. The Superintendent will serve at the will of SWW Inc. Board of Directors and is accountable to that Board for the success of the Charter School. The Superintendent is the final decision maker in carrying out the will of SWW Inc. Board of Directors.

**Principal/Director**

The Principal will be charged with day-to-day decision making to ensure that the school operates in compliance with the Charter and all of the objectives and goals of the school are met. These duties include financial transactions, testing personnel scheduling, arranging for substitute teachers and aids, teacher evaluations, coordination with SWPS Board Committees and reporting to SWPS Board. The Principal is directly responsible to the Superintendent for meeting all goals and objectives of SWPS. In year two the Principal of the Austin Hwy location, Wes Roberts, will also be the Director of both schools overseeing the newly hired principal for the Hope Presbyterian location.

## **2. Faculty**

### **Teachers**

Teachers will play an active role in the decision-making through their representation on the SWPS Board of Directors, participation on SWPS Board Committees, involvement with the PTO and in their day-to-day decision making based on SWW's site based management philosophy that encourages decision making on classroom issues.

### **Site-Based Management**

The process used for the day-to-day decisions affecting the school will be site-based management, that is to say decisions will be made at the lowest possible level by the most qualified staff at that level. For example, teachers will make curriculum and classroom decisions with minimal oversight from administration. Attendance issues in most cases will be resolved by a trained administrative assistant without involving a Principal unless warranted. By utilizing site-based management techniques, staff are more effective in dealing in their area of expertise without bureaucratic layers of inefficiency. SWW staff is, by design, budgeted to encourage site-based management with the majority of dollars spent on teachers who will be expected to be effective decision makers in their arena of expertise. The result of this decision making process, is a staff that is motivated to take responsibility for their success and shortcomings in an atmosphere of professional growth.

The Principal has ultimate authority for the management of the school, however, as an effective manager, Mr. Roberts has a track record of delegating responsibility and the decision making authority for those responsibilities relegated to the area they belong.

### **Parents**

The Parent Teacher Organization, a representative voice on the SWPS Board of Directors and SWPS Board Committees will offer many opportunities for parents to be involved in the decision making and leadership of SWPS

### **Students**

Students will elect a student council with the responsibility and authority to provide leadership in student matters such as field trips, guest speakers and many options provided by staff. SWW's philosophy of interacting with at-risk youth whether it be as a result of disciplinary action or praise, is to offer options to students. During the course of the year students will have opportunities for playing an important leadership role at SWPS.

### 3. Community Members

Three community members are appointed to the SWPS Board and will have a very active role in providing leadership to the SWPS Board and in the shaping of policies that will guide SWPS.

### 3. EDUCATIONAL PROGRAM (GRADES 9 - 12 AND GED)

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

#### A. SWPS Pedagogy

**Foundational Philosophy:** The following are the underlying principles of SWPS Pedagogy.

- 1) **Basic Rights:** Students are entitled to essential educational materials, a conducive learning environment, and qualified instruction.
- 2) **Choice:** Learning is best accomplished when students are allowed as much choice as possible to experience the repercussions of their own decisions, but are still given enough boundaries to prevent serious negative outcomes. Students are allowed to choose from options, even letting them choose what staff would consider the "wrong" option. This helps put the student in charge of his/her life, and accept responsibility for consequences based on their own decisions. Through experience and staff assistance, students learn to make more choices leading to successful outcomes and less of those leading to failure.
- 3) **Non-interference:** Students not motivated to learn must not interfere with those motivated to learn. In situations when this does occur, offending students will be removed from the classroom and sent to the "Think Tank" room or off campus if needed. In the "Think Tank" room adjacent to the main classroom, students cannot interfere with those students desiring to learn. Here, different motivational techniques are utilized; intensive discussions, SCANS software, personal development projects, plus reevaluation of the goals and criteria that were initially agreed upon to obtain the privilege of attending the school. A definite game plan is put together with the goal of reentering the "Academic" room by earning a minimum of 100 points, at least 50 being earned in other-than-academic areas (Attachment 6 - Operational Policies). If a student remains in the "Think Tank" room more than two weeks, a parent/teacher/student conference will be held to explore problems and see if they can be overcome.
- 4) **Motivation:** All students can learn, some much longer and others at varying rates, and to facilitate the best methods of implementing SWPS's curriculum for the individual learning needs of the student, SWPS may upon entry administer the Wechsler Scale test. This test will determine the most suitable modality of learning (auditory, visual, tactile or tactile and visual) and a design that may assist in implementation of the curriculum with an emphasis on that modality. Motivation and ability to learn are inseparable in education. Many students are not



behavioral problems if they can be provided an opportunity to be an active learner, however, without this opportunity, loose motivation to learn and become a discipline problem.

**5) Separation of Student and Behavior:** It is critical to separate who the student is from his/her behavior. In other words, students must have our unconditional recognition of their self-worth, but know inappropriate behavior must be addressed and consequences consistently applied. Behavior norms will be constantly clarified in a manner that will not be disruptive in the classroom. When negative behavior warrants, students will be quietly separated from their peers and the appropriate consequences will result. When positive behavior occurs students are praised and rewarded in front of their peers.

### **B. Methodology**

Classes are open entry open exit meaning a student may enter at any point in a school year and receive credit after successful completion of the course work and pass the end of semester test. A student who has been denied credit due to absences and maintained a passing grade average at the time of completion, may take a semester exam and have the credit restored.

Students receive a course syllabus for each subject by semester (Sample of English syllabus is at Attachment 10). The syllabus includes a combination of work from state approved text books and computer programs. Self paced instruction allows each student to progress at their own rate unaffected by the progress of others. Self motivated students may finish courses at a more rapid pace than the conventional school pace thus allowing students the opportunity to "catch up" with their class and graduate on time. Students unable to complete a course at the end of a semester may continue the following semester without having to start over with a new class. Each student is required to complete all work of each syllabus and pass an end of semester test before credit is awarded. Supporting documentation of course mastery will be maintained for three years.

**C. Content** - When students enroll, they are given a pretest to determine reading, math and language proficiency. Any student reading below the eighth grade level, as part of their English curriculum, will complete a Reading Improvement Class either by computer or text as part of their required curriculum.

**1. Self-Improvement/Character Education:** Once accepted into the school, all students will begin their program with lessons from *Napkin Notes: The Art of Living* and *The Book of Virtues*. This curriculum will begin implanting and reinforcing ideas about taking responsibility for one's own life and using higher-order thinking to apply morality in making difficult decisions - those involving characters from stories and those involving their own lives.

The following character traits have been important values that should be taught, modeled and practiced.

**Personal Responsibility:** Being responsible for one's own actions and future. Having ownership and being accountable for the outcomes of decisions, and learning from mistakes.

**Honesty/Integrity:** Honesty - truthfulness, genuineness, being true to one's beliefs, attaining goals in a fair manner. Integrity - being true to one's ethical beliefs and taking action based on those beliefs.

**Self Discipline:** Being able to control or improve one's pattern of behavior in moral, mental, emotional and physical wellness.

**Courage:** Having the internal strength to follow through on what one believes to be right or fair. Courage includes taking action on personal commitments.

**Social Responsibility:** Being willing to participate in or develop community through volunteerism, voting, community service, and showing respect for country.

**Kindness:** Thinking and caring about the welfare of others. The considerate personal interaction that enriches the lives of others.

**Respect:** Recognizing the worth and rights of self and others, the value of property and the environment. Respect includes valuing authority and being courteous to others.

**Justice:** Upholding what one believes to be fair. Being fair-minded in the treatment of others.

Staff will assist students in the creation of a portfolio that will support the mastery of each trait students perform in school. The completion of the portfolio will allow a student to earn a Winners Certificate of Accomplishment.

In order to earn Winners Certificate of Accomplishment, the learner will have the opportunity to:

**Personal Responsibility**

- \* use strategies to meet goals and timelines
- \* demonstrate the ability to learn independently
- \* demonstrate the ability to solve independently

**Honesty and Integrity**

- \* use outside resources and research materials to support original proposals with proper citations
- \* take a position on a controversial topic and support your view with reasoning and research

**Self Discipline**

- \* plan and carry out projects which have multiple steps, are open ended, and challenging
- \* establish clear goals and high standards for their personal and academic success

**Courage**

- \* create high quality products and present them publicly

**Social Responsibility**

- \* plan and carry out a community service project such as volunteering at parks, libraries, hospitals, nursing homes, etc.

**Kindness**

- \* use communication skills to resolve conflicts in a positive way
- \* plan and carry out a project demonstrating concern for the welfare of others

**Respect**

- \* demonstrate respect for self
- \* work successfully in groups to solve problems and create products
- \* use communication skills to resolve conflicts
- \* demonstrate respect for the rights of others

2. **Academic Education:** (See Attachment 10 for curriculum) Academics are taught through several mediums; text book, computer program, video, etc. This offers a wider range of options to keep the interest of a wider range of students. Students follow a self-paced program of curriculum based on goals set weekly throughout the school year. Text books are the more familiar tools and allow the student easier access to instruction. They also allow more after-school progress to be made. SWPS will use TEA approved textbooks. Computer-aided instruction offers another way to teach/learn, often more interesting to today's student. The heart of our computer curriculum is the Advanced Learning System (ALS) from the American Education Company. These programs allow the student to learn subject material, practice testing and take exams for grades. They also provide classroom management tools to document progress and grades. ALS curriculum is correlated to state and national standards (TAAS and TEKS). All tests both by computer and text require mastery of TEKS.

In addition, a wide selection of additional software is available to augment the ALS programs. These programs cover all major academic areas; language, science, math, social studies plus electives. Encyclopedias are also available; Compton and Encarta on CD-ROM and book. If additional research material is needed, students will be permitted to schedule trips to local libraries.

D. **Documentation:** Each student will have an academic file containing several key documents for monitoring progress; 1) Goal Sheets, 2) TEKS checklist, 3) Course Completion forms, 4) Semester Grade Report form, and 5) a Graduation Requirements

checklist. When a student completes assignments correlating to prior goals the respective lessons will be checked off the goal sheet. In addition, the related TEKS will be checked off the TEKS checklist.

After students complete a course, a Course Completion form will be filled out. A copy is filed in each student's file. Course completion is documented in the student's file on the Semester Grade Report form. As an additional record, the completed course is checked off the Graduation Requirements checklist. Throughout the student's tenure at SWPS, constant monitoring and documentation will occur for TAAS, attendance, academic credit, book fines, and anything else that could prevent a student from graduating. When a senior begins his/her last semester, a graduation evaluation will be done to ensure all requirements are met. A graduation application will be completed and filed in the student file. If a senior has deficiencies, these will be documented on a diploma review form. The student will not receive a diploma until all discrepancies are corrected and this form has been updated to reflect status changes.

Vocational Education/Work: A key element of our program is preparing students for employment, now (as many students need to work to support families) and preparation for adulthood. Students will receive initial Pre-employment Work Maturity testing (PEWM) to determine strengths and weaknesses regarding employment skills. Over the course of a semester, students will work on improving/upgrading their skills through computer-assisted instruction. This progress will be assessed through testing and documented through PEWM forms. Many students will practice these skills in obtaining and keeping part-time jobs after school. Those students not electing to pursue jobs will participate in a community service project. Phase I will focus on forming a business and learning the skills to make it successful (e.g., legalities, personnel, finance, marketing, etc.). Phase II will encompass putting the knowledge learned to practical application by providing a service to the public. The first scheduled SWPS community service project will be a xeriscaping business dedicated to helping the local community reduce monthly water costs and deal with recent water rate increases. Students are not employees but may be eligible to receive an incentive payment, an available method for non profits to compensate students. Students who prefer to work for another non-profit for community service may do so. Students in hole Multiple Occupational Career Training (MOCT) in the private sector or students in community service projects receive 1½ credits per semester for their work.

Basic Skills: All students entering the school will receive initial basic skills testing using the Tests of Adult Basic Education (TABE) battery. This will help determine which students need additional instruction in math and reading. Students deficient in English, including those Limited English Proficiency (LEP) students, will undergo an intense focus on English skills (reading, writing, speaking) before attempting other school curriculum.

Interest Inventories: Students desiring to find out about their interests and capabilities may take one or both interest inventories on hand in our Assessment office; the Self-Directed Search (SDS; national database) and the Demand Occupation Interest Test (DOIT).

College View: A dedicated computer and career/college interactive software (College View) will be available. This software is divided into three areas:

- 1) Professional Edition, 13-disc CD-ROM program used to search for colleges
- 2) Scholarship Edition, students can search for scholarships by matching their backgrounds with potential awards; and
- 3) Career View - allows students to match unique interests and abilities with over 7000 potential careers and includes job outlooks, effective resume writing, etc.

(SCANS): An interactive CD-ROM set is also available from Wasatch that will take students through three very beneficial areas:

- 1) Basic Skills for the Real World - provides the student with instruction and practice on using math and reading skills in everyday life;
- 2) Job Skills for the Real World - allows students to learn critical job skills; and
- 3) Projects for the Real World - tasks the student to produce higher-level thinking skills in solving real world problems and decision making.

Abstinence Education: Health is a required class. All students enrolled in health will have an option of enrolling into Abstinence Education as part of their health curriculum. Abstinence Education will focus on moral reason, laws and virtue. SWPS will utilize the curriculum Sexuality Commitment and Family by Teen Aid. This curriculum places human sexuality in the context of commitment, marriage and family. Parents must approve the enrollment into this class.

### **School Population**

SWPS will be an open-enrollment (first come first serve) school capable of meeting the needs of special education students, academically and economically at-risk students and students behind in credits who reside in Bexar county.

SWPS is expected to be full before the fall class with only 50 slots available and with the interest that has been shown by parents and community leaders. For that reason if at any time the enrollment exceeds the capacity of SWPS, all subsequent applications will become part of a waiting list. If space becomes available, SWPS will determine future enrollments by lottery. The lottery will abide by the following guidelines:

- 1) All students on waiting list will be in the lottery
- 2) The lottery will be conducted July 31st each year. Each student's lottery draw will determine the number that student has on the waiting list for the following school year.

### **Special Populations**

With a projected enrollment of 90% at risk of dropping out, it is important that SWPS has guidelines best adaptive to this population. Academic and behavioral policies (Attachment 5) support the likelihood of at-risk youth succeeding in an alternative, adaptive setting.

## **Attendance**

The goal for attendance must be to have all students meet state attendance requirements (attend at least 90% of school days). SWPS will heavily monitor this critical element of success. Students will be required to coordinate excused absences in advance if possible, and bring in supporting documentation. If a student is absent over two days and has not previously coordinated this with staff, we will call the parent(s) to discuss the situation and address any attendance issues. Once a student has more than 5 days of absences, an aggressive approach will be taken to make up these days on a volunteer basis. Any student with more than 9 days of absences (excused or unexcused) must mandatorily make up the time either after their normal school day or during periodic Saturday classes. In a proactive approach, a system of "Banking" days will be available. Students will primarily be able to plan for future excused absences by making up the time before they are absent. The absence will be appropriately recorded on school documents, but canceled out by the "Banked" day.

## **Extracurricular Activities**

**Mentoring:** During academic time, select students who have volunteered to mentor other students may do so. A sign-up sheet will be passed out during the semester asking for qualified and committed volunteers for specific areas of academic study. Students who qualify and successfully mentor for at least a three month period will receive points towards a reward.

**Tutoring:** From 3:30 p.m. - 5:30 p.m. weekdays, tutoring will be available for all SWPS students. Tutoring for a fee will be available to students for other school districts. This service is provided at a very competitive rate, with a primary goal being to ensure this type of service is affordable for desiring students. It will encompass a multitude of areas: high school academic curriculum, college testing (SAT/ACT/TASP, etc.). Students will bring their academic course material if receiving tutoring in high school curriculum. SWPS will provide other materials.

**Student Council:** A class council will be elected by students each semester to practice leadership roles/skills. Qualifications to run for and remain in office will include maintaining at least an 80% grade point average, at least a 90% attendance rate and virtually no inappropriate behavior incidents. Elected students will be responsible for representing the ideas, complaints, suggestions, etc. of the student body to the staff members in an effort to improve any aspects of the school. The President will be a member of SWPS Board of Directors. Before discussions, student council members are encouraged to "do their homework"; they must research, prepare, organize and discuss the pertinent issues and come to a mutual consensus with the rest of the class. During

discussions among themselves and with staff members, student council members will practice communication skills, small group management skills and higher-order thinking. The council will include a President, Vice President and Special Events Coordinators.

**Recognition:** At the end of each semester, various awards will be presented to deserving students during graduation ceremonies. The following categories of awards are normally presented:

SWW "Senior Superlatives":

- Best Dresser
- Most Originally Dressed
- Most Interesting Hair
- Most Congenial
- Best Sense of Humor
- Most Artistic
- Most Down to Earth
- Most Intelligent
- Most Improved
- Most Valuable

Special Awards

- "Attendance Awards" (90% and above)
- "High Achiever" Awards - Academic Excellence (GPA > 90%, > 2.5 credits)
- "Leadership Awards"

Winner Award

- All students who complete their character education portfolios will receive a Winner Award.
- Eagle Award: Presented to the student who has made the greatest transition since attending SWPS

*"Given in recognition of the highest standard of academic level achieved.  
Given in honor of the attainment of academic goals, unmatched by others.  
Given in appreciation of your contribution as a leader, passing on a better school to those who follow. The eagle is the most majestic of birds, soaring unaccompanied to heights admired by all. So too, has been your flight at Southwest Winners. As you leave, your flight will be an inspiration and challenge for us to dare to dream and be our best."*

**Field Trips:** Approximately 3 or 4 times per semester, the class will take local field trips (e.g., museums, art galleries, libraries, correctional facilities, etc.). These educational trips will be rewards/incentives for successful behavior and accomplishments.

**Guest Speakers:** On an as-needed basis, guest speakers will be invited to speak to students. - Topics such as drug abuse, career counseling, colleges, etc. will be addressed.

### **Out-of-School Youth**

Dropouts seeking a high school diploma or a GED may enroll at SWPS with a transcript from their previous school. Dropouts with 17 or more credits are eligible to enroll to complete the final credits for a diploma. Dropouts with less than 17 credits are eligible to be enrolled in SWPS GED Program. SWPS will utilize Contemporary's Interactive GED Computer-Based Preparation for the GED Test software. This program features:

- \* A student driven menu
- \* Pre/post tests in each subject
- \* Predictive test scores
- \* Diagnostic placement into the appropriate level.

### **4. Accountability**

(Describe the accountability measures the school will use to evaluate student performance.

- (1) 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.
- (2) Describe any additional accountability provisions 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: Provide the deadline or intervals by which the performance of the open-enrollment charter will be determined for accountability purposes:
- (3) Provide the timelines by which the report of the performance of the school will be submitted to the State Board of Education.

### **Student Performance Goals and Additional Accountability Provisions**

#### **Goal #1**

Successfully incorporate character education in the curriculum and as a result students exhibit qualities in the classroom that will improve academic performance. After one semester (18 weeks) of attendance, SWPS will retrieve information from the previous school attended by each student and contrast the last semester of performance at their past school to the performance of the first semester at SWPS and on an average the following objectives will be met for those that are completing the school year:

- \* Students will on an average have 20% fewer absences.
- \* Students will have fewer disciplinary referrals.
- \* Students will have attained more credits.
- \* Students will have attained a higher grade point average.



**Goal #2**

Structure SWPS to facilitate parental, student and teacher involvement in the governance of the school.

Measurable Objective:

This goal is measurable by confirming the participation of one student, parent and teacher as representatives on the Board of Directors. This is a commitment to the community as well as TEA.

**Goal #3**

Provide a curriculum that meets the needs of the student and will encourage and challenge students to meet their full potential.

- \* 80% of students will successfully master 80% of the weekly goals each semester
- \* 80% of students will accomplish two-thirds of their six week academic goals and 80% of their semester goals

Measurable Objective:

SWPS will maintain a dropout rate below 6% after the first year (the enrollment will be too small in the first year to have a meaningful percentage).

**Goal #4**

Provide a curriculum that is well balanced, academically sound and prepares each student with academic skills for success in the real world.

**OBJECTIVE:** Each student will pre and post test in reading, math and language using McGraw Hill's Test of Adult Basic Education (TABE). Pre/post results will be contrasted with a standard for improvement of 1.5 grade level per year average in reading, math and language.

Students will be tested within the first week of enrollment and the last week of school and the results will be contrasted to determine if students average an improvement of 1.5 grade level. Students eligible to be counted at the end of the year; must have attended 100 class days and scored less than 11.4 on the pretest. Students not enrolled for 100 days will be post tested after completion of 100 class days.

The counselor will administer the TABE locator test to determine the appropriate level (Easy, Medium, Difficult or Advanced) TABE test is appropriate. Students will then take Form 7 if it is a pretest and Form 8 if it is a posttest. All answer sheets will be scanned and results will be provided by SCAN TRON. All tests are administered in accordance with the examiners manual by qualified staff. Results of the tests will be available upon request.

- OBJECTIVE:** At a minimum, students eligible to take the TAAS will perform as follows: -
- \* 70% of students taking the TAAS Reading will pass in the first two attempts
  - \* 70% of students taking the TAAS Writing will pass in the first two attempts
  - \* 65% of students taking the TAAS Math will pass in the first two attempts

The above is a minimum required of our charter, however SWPS will set a goal to target as 5% above the minimum.

**Measurable Objective:** At a minimum, the following performance standard will be met:

Algebra I Texas end-of-course test

These goals are established after review of the results of other schools in this community.

- 25% of special education students who take the test will pass
- 30% of at-risk students will pass
- 55% of non special education/at-risk students will pass

Biology I Texas end-of-course test

These goals are established after review of the results of other schools in this community.

- 50% of special education students who take the test will pass
- 50% of at-risk students who take the test will pass
- 70% of non special education/at-risk students who take the test will pass

### **Goal Five**

Upon completion, the Graduate Placement Center (GPC Attachment 11) will provide assistance to students in their transition to school and/or work.

**Measurable Goal:** Of students applying for assistance at the GPC at a minimum:

- 80% of students who apply for college will be enrolled
- 80% of students seeking employment will enter the workforce
- 80% of students seeking job training that qualify will enter job training programs

Those needing to pass the TAAS after completing the required courses for graduation, will be enrolled in a TAAS remediation class prior to entry into the GPC.

**Timeliness and procedures of submission of student performance to TEA**

On June 15th of each year, Southwest Preparatory School will complete the student performance results and have them entered into SWW Inc's data base with the results reported to SWW Board of Directors no later than June 30, 1997. After review by SWW Board of Directors, the results will be forwarded to TEA no later than July 15th of each year. Student performance results are directly tied into each goal and objective. The format for collecting this data base is provided in attachment 12.

**5. Statement of Impact - Bexar County Schools**

(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.)

Name of School District	Superintendent	Date Statement of Impact Mailed
North East ISD	Dr. Richard Middleton	12/11/97
North side ISD	Mr. Ed Rawlinson	12/11/97
Alamo Heights ISD	Dr. Jerry Christian	12/11/97
SAISD ISD	Ms. Diana Lam	12/11/97
Ft. Sam Houston ISD	Mrs. Anne S. Kiehle	12/11/97
Harlandale ISD	Mr. Jack C. Jordan	12/11/97
Edgewood ISD	Dr. Dolores Munoz	12/11/97
South San ISD	Mr. Ron Durbon	12/11/97
Southside ISD	Dr. Ruben A. Corkill	12/11/97
Southwest ISD	Dr. Richard J. Clifford	12/11/97
Judson ISD	Dr. Galen Eloff	12/11/97
Randolph Field ISD	Dr. Barbara E. Maddox	12/11/97
Somerset ISD	Dr. Ann Dixon	12/11/97
East Central ISD	Dr. Anthony B. Constanzo	12/11/97
Lackland ISD	Mrs. Virginia A. Stacey	12/11/97

Attachment 13 is verification of mailing.

**6. Geographic Area**

(Describe the geographical area served by the program.)

SWPS will have one site open in the fall semester of 1998 and one additional existing site open in the fall semester of 1999. Both locations offer easy access from local neighborhoods with concentrations of at-risk youth. Students or dropouts residing in Bexar County will be eligible to attend SWPS. By drawing from all of Bexar County, it will ensure many student populations will be eligible to attend. Students residing outside Bexar County may attend only if there are slots available after the students in Bexar County have been admitted.

In the first year with the location at 1248 Austin Hwy, SWPS will draw students and dropouts from the neighboring Cross Creek Apartments at 2818 Austin Hwy and the Beldon Apartments at 2511 Harlow Drive. Both are low income San Antonio Housing Authority projects with a concentration of at-risk youth and welfare families. Students from these neighborhoods attend Northeast ISD and specifically Roosevelt High School. Southwest Winners Inc. is well known for providing summer jobs to these communities during the summer as part of our JTPA Summer Youth Employment Training Program (SYETP) since 1988. The trust and working relationship with the community is established and will be an important foundation for parental involvement and trust.

In the second year, with the Hope Presbyterian Church opening, SWPS will draw students and dropouts from Antioch Village at 1514 Upland Drive and the Rigsby Apartments at 4303 McCombs. Both are housing projects with low income families and at-risk youth that attend Sam Houston High School. Southwest Winners has been a SYETP program provider in this neighborhood since 1988 and a learning center at Hope Presbyterian Church for a year and a half. Our work at our Wheatly Courts Learning Center has received recognition from the Mayor and the Eastside City Councilman. Each summer Eastside students in SWW's SYETP have been involved in community projects to enhance the quality of life on the Eastside and as a result of these projects SWW is well networked in the community for recruitment of at-risk students and dropouts.

(Attachment 14 identifies the locations of school and adjoining neighborhoods with at-risk students)

#### **7. Enrollment**

(Specify any type of enrollment criteria to be used. *(For admission to an open-enrollment charter school, the person operating the school may require the students seeking admission to complete and submit applications not later than a reasonable deadline the school establishes.)* Indicate whether the open-enrollment charter provides for the exclusion of a student who has a documented history of criminal offense, juvenile court adjudication, or discipline problems under TEC, Chapter 37, Subchapter A:

#### **Admission Policy and Procedures**

SWPS enrollment policy will prohibit discrimination on the basis of race, color, creed, gender, national origin, religion, ancestry, disability need for special education services, or Limited English Proficiency (LEP).

The following enrollment policy will be used by SWPS:

- \* Enrollment will be on a first-come-first-serve with applications available June 1, 1998 to Bexar County residents.
- \* Applications must be completed, accompanied with a Letter of Intent and received by July 31, 1998.
- \* If more apply to be enrolled than enrollment capacity, a waiting list will be established after

capacity is met. A lottery will be held on August 5, 1998.

\* The rules governing the lottery are as follows:

\* All students on the waiting list will be allowed to enter

\* Each student's lottery draw will determine the number that student will be on the waiting list for the following year.

\* If fewer apply to be enrolled, residents living outside Bexar County will be eligible to apply for enrollment.

SWPS will not exclude a student who has a documented history of criminal offense, juvenile court adjudication or discipline problems under TEC Chapter 37, Subchapter A.

### **Outreach**

SWW Inc. has received so much support for our youth programs in the past and in the writing of this proposal, (Attachment 15) that enrollment numbers should be easily met by the beginning of each semester for both locations by word-or-mouth contact in neighborhoods and with school officials. If additional promotion is need, SWPS will advertise in the local newspaper

### **8. Qualifications of Professional Employees Continuing Education Requirements and Teaching Philosophy**

(Specify the qualifications to be met by professional employees (administrators, teachers, counselors) of the program. Will the school automatically run a criminal history check on al employees? Describe the teaching philosophy proposed by the school.)

**Before employing any applicant, SWPS will run a criminal history check.**

#### **A. Professional Employees**

(Attachment 16 has SWPS resumes and abbreviated job descriptions)

##### **(1) Administration**

Both the Superintendent and Principal must have a Masters Degree and be additionally TEA certified or have equivalent experience of 3 years or more of management responsibilities.

##### **(2) Teaching Staff**

**Teachers** Teachers must have a college degree.

**(B) Special Education Teachers**

Special Education Teachers must be TEA certified in Special Education.

**(C) Counselors**

Counselors must be TEA certified teachers with one year toward a degree in counseling.

**(D) Bilingual Teachers**

Bilingual teachers will be TEA certified in bilingual education.

**(3) Other Staff**

All other staff must demonstrate the abilities necessary to efficiently carry out their responsibilities.

**B. Continuing Education, Training,**

All teachers are expected to maintain their professional training and knowledge current through continuing education courses including workshops. Each year, teachers will be required to enroll and complete 3 hours of adult education in the form of workshops, college course work or seminars. Teachers may be eligible for a 50% reimbursement with advanced approval. Teachers are required to submit documentation of completed course work to meet this requirement. Documentation will be maintained in the personnel file and become part of the evaluation process.

In addition to ongoing professional development, teaching staff will be required to complete a Cardiopulmonary Resuscitation (CPR) and a First Aid Training Class within the first 90 days of employment. Returning teachers are required to enroll in refresher courses every three years from the date of the prior class. SWW will include the cost for CPR and First Aid Training in the proposed budget.

Two weeks before students arrive, the Principal will have in-service training for staff that will include all responsibilities and expectations of each position.

**C. Teaching Philosophy**

The teaching philosophy of SWPS is one of a holistic approach. Students have a minimum of four hours of contact each day with staff members creating an opportunity for an atmosphere of family. An atmosphere of a family approach means taking a personal interest in all aspects of a students life after building a solid foundation of consistency, trust and sincerity. To provide a family approach to teaching requires low student to teacher ratios, dedicated staff with effective people skills and an administration that supports such a philosophy. A family approach does not foster dependency with nurturing, but rather praise for accomplishment and encouragement to

continue on the path of success by setting goals. Students relate learning to personal experiences such as one-on-one and classroom relationship with staff and as a result, often classwork and education are seen as exciting or boring based on their personal relationships with staff. SWPS will build the student-teacher relationships necessary to ignite the desire to learn in students who may lack motivation.

Initially in the first year, all teaching staff (including the Principal) will be cross trained to teach all subjects, provide counseling and assist in the Graduate Placement Center and in the after school tutoring program. This will allow more opportunities for teachers to interact with students in a variety of roles and build relationships that are conducive to a holistic approach. In the second year as enrollment increases, speciality teachers will be hired for arts and crafts etc. and counselors will assume duties for full time counseling.

Often the reason for the motivation to learn disappearing can be tied to a curriculum disconnected to the relevance of the real world. SWPS philosophy of education includes the emphasis of relating classwork to real world situations and problems facing students in the future. Human nature dictates that motivation to achieve is based on a "What's in it for me" equation. If a student is unable to see any personal benefit from learning other than the requirement by law or parents, the at-risk student is quite likely to lose the motivation to learn. SWPS staff will bring a fresh approach of real world experience and background into the classroom settings that will excite, stimulate and motivate students to achieve. SWPS charter is based on the philosophic view of a preparatory school, providing a bridge between the classroom and the real world by offering post graduation activities including college enrollment assistance, job training/vocational training assistance and entry into the job market. Students will see first hand the benefit of an education as classmates prepare resumes and apply for college. Classes in school-to-work and preemployment have a strong emphasis on real world reading and math skills relating to the job market. Students are enrolled in community service or have employment as part of their curriculum, providing an opportunity for students to see the value of education as it relates to the workplace.

**9. Finances, Budgeting, Audits, PEIMS, Facilities, Food Service and Transportation**

(Describe how the following aspects of school support will be handled in the school: finances, budgeting, audits, PEIMS, facilities, food service, and transportation.

- (1) Describe the process by which the governance structure of the open-enrollment charter will adopt an annual budget:
- (2) Submit a proposed budget as an attachment to this application using the budget template provided. Explain how the school will conduct its business office, with what personnel.
- (3) 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.)



**A. Annual Budget**

SWPS will operate from TEA funding.

Each January, the SWPS Board of Directors will forward to the SWW Inc. Board of Directors the proposed budget for the upcoming fiscal year. SWW Board of Directors rely heavily on the expertise of the SWPS recommendations, however, if budget adjustments are required for reasons such as compliance with the Charter, unjustifiable costs or budget overruns the budget will be modified accordingly. SWW Board has a long history of fiscal compliance. This expertise will be utilized as needed. All decision of the SWW Inc. Board will be final as ultimate responsibility for fiscal and contractual obligations to TEA.

It is the responsibility of the Principal/Director to assemble the rough draft of the budget for the day-to-day operational support of the school excluding salaries and contracts. The Principal/Director will solicit input from staff and the Parent Teacher Organization in the process of developing the budget. From this framework, the Superintendent will finalize the budget and present it for approval to the SWPS Budget Committee and SWPS Board. (Attachment 17 is the proposed budget for the first year of SWPS. (Budget for years 2-5 are in attachment 2, Business Plan)

**B. Audits**

Each SWW Board of Directors, within 120 days of the close the fiscal year (Aug 31) will have an independent audit of SWPS. A CPA will review all PEIMS financial information.

**C. PEIMS**

SWPS will have PEIMS services contracted with Region 20 Education Service Center during the first year. The agreement includes RSCCC software applications in compliance with TEA mandates and reporting requirements. Applications include the Student Registration System that include attendance, grade reporting, scheduling, health records, special education management system and disciplines (attachment 18). Mr. Neal has contacted Mr. Jerry Davis of Region 20 and the price for providing this service the first year is \$10,000.00 (their minimum cost). This is a high price for a small school and consequently it is part of the business plan to operate our own PEIMS system in the second year after a determination is made as to whether it is more cost efficient to provide this service in house.

**Facilities**

SWPS has approval from SWW's landlord to operate a charter school at our current location and approval from Hope Presbyterian Church to utilize their space with an option to purchase. (Attachment 19)

SWW's current location is 1248 Austin Hwy., Suite 220. SWW has plans to expand to the adjacent 2,615 square feet when SWPS opens in August 1998. Insignia, our landlord has left this space available for our use. (Attachment 20) The space has no store frontage and as a result is only available to SWW at our current reasonable rate of 60¢ per square foot (including common area maintenance fee). The design of the new space will provide for expansion from an initial enrollment of fifty in the first year to one hundred in the fifth year. Space will include one large classroom and the ability to adapt and add two more classrooms. SWW's Austin Hwy location is ADA compliant and is conveniently located with a bus stop directly in front providing easy access. SWW is located in Alamo Hills Shopping center with ample parking for students and staff.

SWW's Hope Presbyterian location has been modified to be ADA compliant with the exception of the restrooms. Currently clients are allowed to go across the street as part of an agreement between SWW and Shamrock. Before the Hope Presbyterian site opens, the bathrooms will be remodeled to comply with ADA. Hope Presbyterian Church is located at 735 S.W.W. White Rd, a major artery for transportation with a bus stop less than 50 feet away.

#### **Food Service**

SWPS students will utilize the current break area at SWW that has two vending machines. Students will be encouraged to "brown bag it."

#### **Transportation**

SWPS will provide student bus cards that VIA offers all students in Bexar County that allows them to ride the bus for 35 cents.

SWW will lease a used van for pick-up and delivery of special education students when it is mandated by the Individual Education Plan of the ARD.

**Attachment Listing**

Attachment 1	Relevant Past Performance
Attachment 2	SWPS Business Plan
Attachment 3	Documentation of Non Profit Status
	1996 Income Tax Return
	Assurances of SWPS
Attachment 4	SWW Inc. Financial Policies
Attachment 5	SWPS Personnel Policies
Attachment 6	SWPS Operational Policies
Attachment 7	Resumes of SWPS Board Members
Attachment 8	Resumes of SWW Inc. Board Members
Attachment 9	Organization Chart
Attachment 10	Curriculum
Attachment 11	Graduate Placement Center
Attachment 12	TEA Report Format
Attachment 13	Verification of Statement of Impact Mailing
Attachment 14	Map of SWPS Schools With At-Risk Neighborhoods
Attachment 15	Community Support
Attachment 16	Resumes/Job Descriptions of SWPS Staff
Attachment 17	Budget
Attachment 18	PEIMS Agreement With Region 20 Education Service Center
Attachment 19	Landlord Approval
Attachment 20	Location and Layout of Space at Austin Hwy

**Attachment 1**  
**Relevant Past Performance**

**Results of Relevant Past Performance  
(At-Risk Youth)**

**1988 to Present**

1988

Services Provided: World-of-work experience and upgrade reading and math skills.

Population Served: 125 Economically disadvantaged youth in Bexar County, 14 - 21 years old.

Outcome: All performance standards met, TABE results:

- \* Reading improvement Pre/Post test 1.8 grade level
- \* Math improvement Pre/Post test 1.7 grade level

Return to school in the fall: 97%

1989

Services Provided: World-of-work experience and upgrade reading and math skills.

Population Served: 189 Economically disadvantaged youth in Bexar County, 14 - 21 years old.

Outcome: All performance objectives met, TABE results:

- Reading Improvement Pre/Post test 1.9 grade level.
- Math improvement Pre/Post test 1.5 grade level.
- Return to school in the fall: 99%

1990

Services Provided: World-of-work experience and upgrade reading and math skills.

Population Served: 297 Economically disadvantaged youth in Bexar County, 14 - 21 years old.

Outcome: All performance objectives met, TABE results:

- Reading Improvement Pre/Post test 1.9 grade level.
- Math improvement Pre/Post test 1.2 grade level.
- Return to school in the fall: 99%

1991

Services Provided: World-of-work experience and upgrade reading and math skills.

Population to be Served: 289 Economically disadvantaged youth in Bexar County, 14 - 21 years old.

Outcome: All performance objectives met, TABE results:

Reading Improvement Pre/Post test 1.8 grade level.

Math improvement Pre/Post test 1.7 grade level.

Return to school in the fall: 95%

1992

Services Provided: World-of-work experience and upgrade reading and math skills.

Population Served: 435 Economically disadvantaged youth in Bexar County, 14 - 21 years old.

Outcome: All performance objectives met, TABE results:

Reading Improvement Pre/Post test 1.6 grade level.

Math improvement Pre/Post test 1.7 grade level.

Return to school in the fall: 97%

Services Provided: Provide alternative education services to at-risk youth.

Population Served: 25 at-risk students.

84% Economically disadvantage (2)

68% Hispanics (17)

12% Black (3)

48% Gang members (12)

32% Probationers (8)

36% pregnant or teen parents (9)

80% Failing two or more classes at entry (20)

92% Behind in credits for age group (23)

32% Special education students (8)

48% Attendance problems (21)

56% Discipline problem in school (14)

60% Failed one or more exit level TAAS tests (15)

\* Seven seniors, seven graduated.

1993

Services Provided: World-of-work experience and upgrade reading and math skills.

Population Served: 326 Economically disadvantaged youth in Bexar County, 14 - 21 years old.

Outcome: All performance objectives met, TABE results:

Reading Improvement Pre/Post test 1.3 grade level.

Math improvement Pre/Post test 1.4 grade level.

Return to school in the fall: 99%

Services Provided: Provide alternative education services to at-risk youth.

Population Served: 52 at-risk youth.

82.6% Economically disadvantaged (43)

59.6% Hispanics (31)

26.9 % Black (14)

25% Gang members (13)

36.5% Probationers (19)

26.9% Pregnant or teen parent (14)

65.3% Failing two or more classes

78.8% Behind in credits for graduation (41)

25% Special education students (13)

57.6% Attendance problems (30)

44.2% Discipline problems at main campus (23)

55.7% Failed one or more exit level TAAS tests (29)

7.5% Dropouts returning (4)

1994

Services Provided: World-of-work experience and upgrade reading and math skills.

Population Served: 323 Economically disadvantaged youth in Bexar County, 14 - 21 years old.

Outcome: All performance objectives met, TABE results:

Reading Improvement Pre/Post test 1.4 grade level.

Math improvement Pre/Post test 1.7 grade level.

Return to school in the fall: 98%

Services Provided: World-of-work experience and upgrade reading and math skills.

Population Served: 135 Economically disadvantaged youth in Bexar County, 14 - 21 years old. 60% out-of-school youth (dropouts) and 40% in-school youth.

Outcome: All performance standards met.

Service Provided: Provide alternative educational services to at-risk youth.

Population to be Served: 58 at-risk youth.

- 81% Economically disadvantaged (47)
- 68.9% Hispanics (40)
- 10 % Black (6)
- 20.6% Probationers (12)
- 18.9% Pregnant or teen parent (11)
- 56.8% Failing two or more classes (33)
- 78.8% Behind in credits for age group (46)
- 25.8% Special education students (15)
- 50% Attendance problems (29)
- 36.2% Discipline problems at main campus (21)
- 43% Failed one or more exit level TAAS tests (25)

1995

Services Provided: World-of-work experience and upgrade reading and math skills.

Population Served: 408 Economically disadvantaged youth in Bexar County, 14 - 21 years old.

Outcome: All performance objectives met, TABE results:

- Reading Improvement Pre/Post test 1.6 grade level.
- Math improvement Pre/Post test 1.9 grade level.
- Return to school in the fall: 96%

Services Provided: World-of-work experience and upgrade reading and math skills.

Population Served: 144 Economically disadvantaged youth in Bexar County, 14 - 21 years old. 60% out-of-school /dropouts) and 40% in-school youth.

Outcome: All performance objectives met.

Services Provided: Provide alternative educational services to at-risk youth.



Population to be Served: 63 at-risk youth.

- 79.3% Economically disadvantaged (50)
- 66.6% Hispanics (42)
- 7.9 % Black (5)
- 30.1% Probationers (19)
- 23.8% Pregnant or teen parent (15)
- 49.2% Failing two or more classes at entry (31)
- 79.3% Behind in credits for age group (50)
- 25.3% Special education students (16)
- 50% Attendance problems (29)
- 34.9% Discipline problems at main campus (22)
- 38% Failed one or more exit level TAAS tests (24)

1996

Services Provided: World-of-work experience and SCANS competencies.

Population Served: 318 Economically disadvantaged youth in Bexar County, 14 - 21 years old.

Outcome: All performance objectives met. 95% successfully completed SCANS competencies.

Services Provided: World-of-work experience and upgrade reading and math skills.

Population to be Served: 63 economically disadvantaged youth in Bexar County, 14 - 21 years old. 70% Out-of-school youth (dropouts and graduates), 30% In-school youth.

Outcome: All performance standards met.

Services Provided: Provide alternative education services to at-risk youth.

Population Served: 56 at-risk youth.

1997

Services Provided: World-of-work experience and SCANS competencies.

Population Served: 398 Economically disadvantaged youth in Bexar County, 14 - 21 years old.

Outcome: All performance objectives. 95% successfully completed SCANS competencies.

**Attachment 2**  
**SWPS Business Plan**

# Business Plan

for the

Southwest  
Preparatory  
School

by TERRY W. SMITH, MBA  
Southwest Winners, Inc.

## EXECUTIVE SUMMARY

Business Plan for Southwest Preparatory School (SWP)

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The Charter School will be operational during early 1998 and will be structured as a subsidiary of an existing non-profit organization, Southwest Winners, Inc., organized in 1988 as a non-profit organization under IRS guidelines and the laws of Texas.

The School will be directed by an experienced staff of alternative and traditional educators, who will work hand-in-hand with a diverse, representative Board of Directors consisting of students, parents, and outside professionals.

The source of funds for the school will include donations from the private sector, contract payments from contractor organizations, and occasional grants. However, this Business Plan does not take the grant mechanism into account for purposes of conservatism.

Southwest Winners, Inc. is a pioneer in the field of alternative schooling. They initiated use of computer based instruction modules as far back as 1988, before many public school systems considered the idea of buying a computer for student use. Some award-winning graduates of Southwest Winners used computers and cd-rom software to earn part of their high school credits, and have gone on to colleges such as Incarnate Word University and the University of Colorado. The organization's G.E.D. computer-based instruction has resulted in a remarkable success rate, especially for troubled teens and older adults re-entering the work force. Southwest's Learning Resource Center, where adults are taught Basic Skills of Math and Reading, enjoys an average grade level increase of 3.5 grades for students who go through their training.

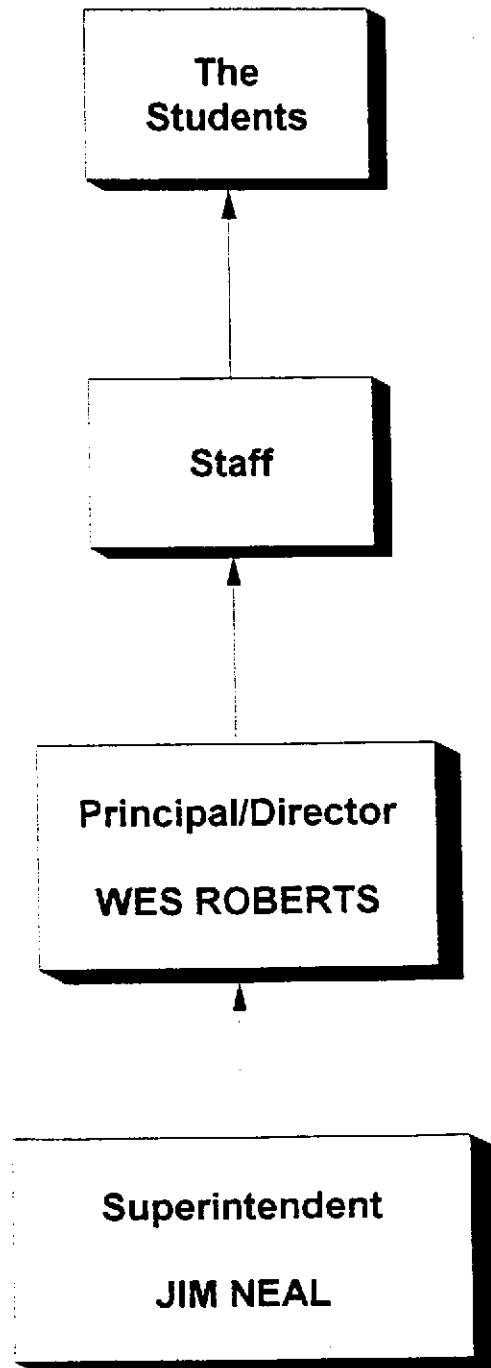
The school will operate its own model business, a landscaping service, through which participating students will learn how to invest, manage, and plan. The business is projected to contribute a small income stream eventually, even though its key purpose is to provide a hands-on learning experience clearly relevant to the real world. The teen business is an example of the organization's flexible array of teaching tools. This and other highlights of Southwest Winners' activities and achievements are publicized to a select target readership in a 4-page monthly copyrighted newsletter, Southwest Directions.

This Business Plan is supplied as part of the full proposal concerning the Charter School in order to show the School will enjoy longevity and will be financially stable and managerially sound. The Finance Section of the Plan reflects the Principle of Conservatism, whereby predicted revenues are deliberately pessimistic, and predicted expenses are deliberately higher than truly expected. This Principle of Conservatism is also reflected in the company's approach to planning, organizing, and activating its goals and key events over the five-year span of this Plan. This Business Plan reflects SWP's philosophy of starting small and concentrating on quality of service and performance and later adding staff and students to extend an existing formula for success. In the following section of this Business Plan, the Personnel and Organization are briefly discussed.

PERSONNEL & ORGANIZATION

Business Plan for Southwest Winners Preparatory School

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## THE GENERAL INDUSTRY

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Business Plan for Southwest Preparatory School

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The idea of charter schools has come to reality because of several factors. Prominent among these is the general disillusionment the public has with the public educational system. While American colleges and graduate schools are considered the best in the world, our primary and secondary schools are not well regarded.

Much of the impetus to improve our lower-level grade schools focuses on moral and character education, backed by strong basic skills. The reference point for all this reform is the world of work. In fact, it is from industry that the alarm arose concerning lack of basic skills among our public school graduates.

Another factor that has been much in the news for the past decade is the issue of choice. Parents, the thinking now goes, must be able to exercise choice in order to force change and improvement in the school system. As long as parents must live with a school and have no choice where to send their children, there is little external pressure for improvement. The "choice factor" introduces the competitive spark into the school system just as it exists in businesses.

That is a summary of the state of the general industry this Plan refers to as "Charter Schools." Influenced by the Mormon church, the state of Utah is a noted pioneer in the field of "character education," and there are many state resources set up for others to use. A good example is the State of Utah's Web Page for Character Education.

## MARKETING STRATEGY

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Business Plan for Southwest Preparatory School

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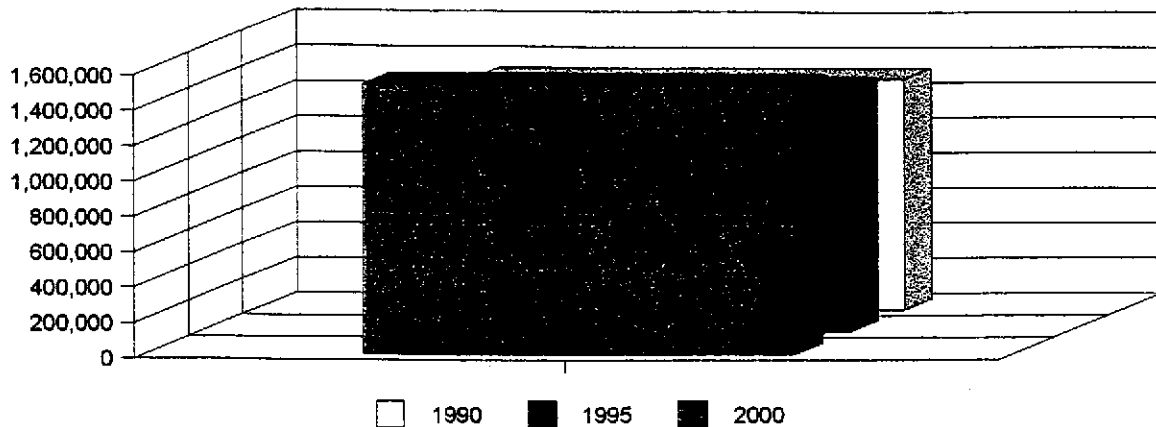
A central point of SWP's marketing focus is the target population it will serve and the relatively poor performance of the existing public schools now serving them by mandate.

Southwest Winners has long maintained an office/learning resource center on San Antonio's neglected East Side. At that location, our LRC serves clients in G.E.D., Basic Skills, and Employability Skills development on contract.

SWP plans, in the third year of this business plan, to acquire land and construct a school to serve this East Side targeted population.

First, we will examine the general population of Texas. According to the U.S. Census of 1990, the youth in our target customer age group of 15-19 will grow 16 % from 1,316,118 in 1990 to 1,530,824 in the year 2000. These figures are shown in the graph below.

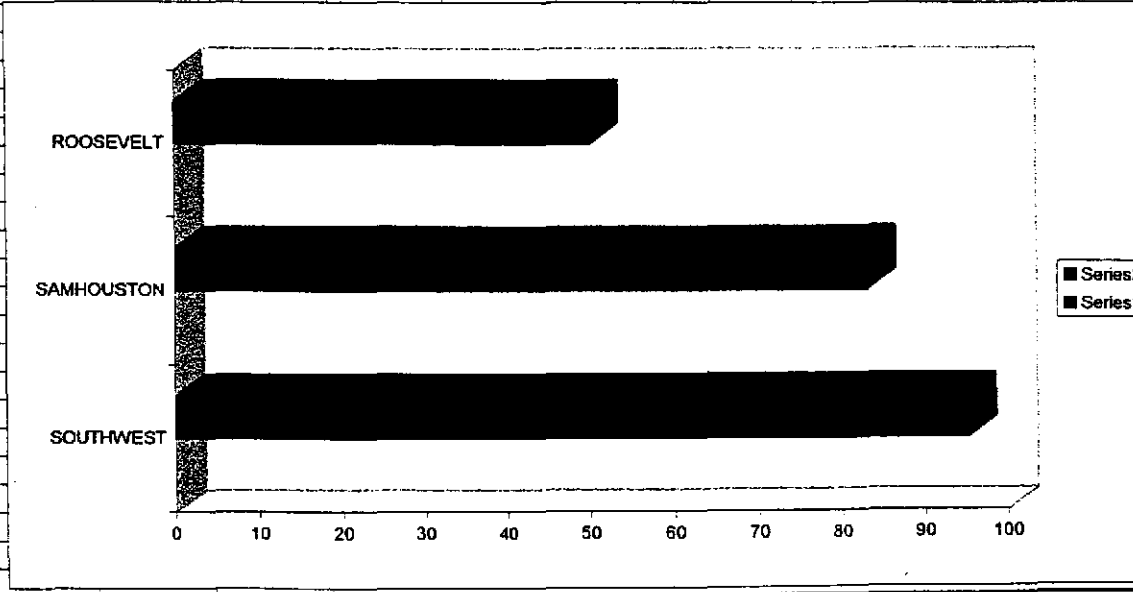
### Growth of High School Population in Texas



Following are the actual census figures for the entire state of Texas for the decade of 1990-2000.

The figures for Bexar County are projected as *proportional* to the state figures.

PERCENTAGE OF ECONOMICALLY DISADVANTAGED STUDENTS SERVED	
SOUTHWEST	95
SAMHOUSTON	83
ROOSEVELT	50





## Appendix

## Table A17

Texas Population by Age, Sex, Race and Ethnicity: 1990, 1995 and 2000

Age	<u>Non Hispanic White</u>		<u>Hispanic</u>		<u>Non-Hispanic Black</u>		<u>Non-Hispanic Other</u>		<u>Total Population</u>
	<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>	
<b>Texas Population as of April 1, 1990</b>									
0-4	368,228	348,566	247,161	236,620	96,184	93,996	15,005	14,450	1,420,210
5-9	368,375	349,172	235,251	226,849	92,043	89,516	15,374	14,523	1,391,103
10-14	339,762	321,136	218,318	209,665	87,068	84,869	14,711	13,950	1,289,479
15-19	348,417	332,875	221,413	207,400	89,410	86,505	15,801	14,297	1,316,118
20-24	365,263	358,506	216,120	197,195	85,338	87,792	17,285	15,006	1,342,505
25-29	443,717	441,642	220,752	200,248	92,098	98,139	18,567	17,528	1,532,691
30-34	476,999	469,244	194,279	183,783	90,299	97,431	18,815	20,430	1,551,280
35-39	432,368	426,859	155,816	154,372	75,004	82,338	17,327	19,483	1,363,567
40-44	386,476	384,428	121,545	125,110	56,464	63,608	14,379	16,077	1,168,087
45-49	306,950	306,775	84,973	90,173	40,331	46,119	10,100	10,302	895,723
50-54	247,790	252,257	65,187	72,690	31,917	38,057	6,734	6,951	721,583
55-59	227,690	237,230	55,138	64,392	28,866	35,141	4,441	5,405	658,303
60-64	216,159	238,623	47,846	59,011	25,443	32,829	3,271	4,245	627,427
65-69	193,867	231,793	39,616	48,140	21,439	28,679	2,412	3,098	569,044
70-74	142,884	187,046	23,586	30,926	15,155	22,408	1,573	1,959	425,537
>74	191,676	365,671	34,316	52,009	23,668	42,539	1,586	2,388	713,853
5-17	904,243	857,113	585,439	560,105	230,540	224,060	39,104	36,782	3,437,386
18-24	517,574	504,576	305,663	281,004	123,319	124,622	24,067	20,994	1,901,819
25-44	1,739,560	1,722,173	692,392	663,513	313,865	341,516	69,088	73,518	5,615,625
45-64	998,589	1,034,885	253,144	286,266	126,557	152,146	24,546	26,903	2,903,036
>64	528,427	784,510	97,518	131,075	60,262	93,626	5,571	7,445	1,708,434
<b>Total</b>	<b>5,056,621</b>	<b>5,251,823</b>	<b>2,181,317</b>	<b>2,158,583</b>	<b>950,727</b>	<b>1,029,966</b>	<b>177,381</b>	<b>180,092</b>	<b>16,986,510</b>

Appendix  
Table A17

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	<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>	
<b>Texas Population as of July 1, 1995*</b>									
0-4	364,066	347,451	312,763	298,926	107,327	102,449	18,844	18,007	1,569,833
5-9	375,723	356,475	260,116	249,463	98,938	96,682	15,970	15,348	1,468,715
10-14	382,998	362,512	262,513	252,673	97,844	94,507	18,961	17,982	1,489,990
15-19	352,869	333,260	249,228	235,957	92,641	89,646	18,735	17,675	1,390,011
20-24	350,665	345,730	249,884	231,562	89,683	89,607	19,667	18,107	1,394,905
25-29	358,209	363,461	236,095	209,405	79,716	85,822	20,431	18,208	1,371,347
30-34	445,464	449,611	244,385	219,627	89,768	98,885	22,791	22,022	1,592,553
35-39	473,250	468,589	209,115	198,041	89,672	98,453	23,003	25,004	1,585,127
40-44	440,385	441,361	168,356	168,344	76,705	85,173	21,526	24,349	1,426,199
45-49	388,246	388,302	127,760	131,481	56,840	63,940	17,312	19,275	1,193,156
50-54	309,962	316,632	90,098	97,068	40,109	46,779	12,240	12,695	925,583
55-59	245,876	256,765	67,317	76,663	31,031	37,698	8,126	8,537	732,013
60-64	221,454	237,495	55,530	67,014	27,052	34,168	5,397	6,603	654,713
65-69	199,134	230,124	46,238	59,657	22,418	30,723	3,782	5,089	597,165
70-74	166,830	209,556	35,797	45,862	17,423	25,357	2,632	3,476	506,933
>74	223,114	406,356	41,641	64,562	24,683	46,171	2,797	3,897	813,221
5-17	973,542	922,450	672,834	645,018	253,569	246,408	46,100	43,992	3,803,913
18-24	488,713	475,527	348,907	324,637	125,537	124,034	27,233	25,120	1,939,708
25-44	1,717,308	1,723,022	857,951	795,417	335,861	368,333	87,751	89,583	5,975,226
45-64	1,165,538	1,199,194	340,705	372,226	155,032	182,585	43,075	47,110	3,505,465
>64	589,078	846,036	123,676	170,081	64,524	102,251	9,211	12,462	1,917,319
Total	5,298,245	5,513,680	2,656,836	2,606,305	1,041,850	1,126,060	232,214	236,274	18,711,464

## Appendix

## Table A17

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Age	<u>Non Hispanic White</u>		<u>Hispanic</u>		<u>Non-Hispanic Black</u>		<u>Non-Hispanic Other</u>		<u>Total Population</u>
	<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>	
<b>Texas Population as of July 1, 2000*</b>									
0-4	338,831	323,858	341,279	326,383	105,509	100,873	20,411	19,513	1,576,657
5-9	363,409	347,271	314,415	300,896	106,999	102,247	19,009	18,168	1,572,414
10-14	377,827	358,266	270,613	259,467	100,557	97,904	17,635	16,944	1,499,213
15-19	385,867	365,627	276,938	265,350	99,812	96,284	21,025	19,921	1,530,824
20-24	357,320	340,649	265,418	248,251	93,252	91,327	21,029	19,747	1,436,993
25-29	358,243	358,415	268,606	244,077	88,684	90,908	22,056	20,365	1,451,354
30-34	365,167	374,206	250,342	221,561	78,784	86,936	22,932	20,900	1,420,828
35-39	444,025	451,916	251,552	228,174	88,811	99,611	25,151	24,771	1,614,011
40-44	468,877	469,343	212,067	203,003	88,081	98,082	24,993	27,446	1,591,892
45-49	435,274	440,672	169,044	170,676	74,606	83,914	22,890	25,957	1,423,033
50-54	380,281	385,104	127,045	132,256	54,272	62,363	18,159	20,232	1,179,712
55-59	299,521	311,498	88,563	97,029	37,525	44,935	12,673	13,281	905,025
60-64	231,990	248,997	64,533	75,630	27,925	35,397	8,330	8,937	701,739
65-69	201,764	225,399	51,945	64,981	23,329	31,249	5,447	6,855	610,969
70-74	172,491	211,370	41,218	55,958	18,112	27,102	3,697	5,135	535,083
>74	255,823	448,773	54,640	84,220	26,452	50,800	4,288	6,147	931,143
5-17	975,125	926,566	750,981	719,612	267,666	257,919	49,100	46,907	3,993,876
18-24	509,298	485,247	376,403	354,352	132,954	129,843	29,598	27,873	2,045,568
25-44	1,636,312	1,653,880	982,567	896,815	344,360	375,537	95,132	93,482	6,078,085
45-64	1,347,066	1,386,271	449,185	475,591	194,328	226,609	62,052	68,407	4,209,509
>64	630,078	885,542	147,803	205,159	67,893	109,151	13,432	18,137	2,077,195
Total	5,436,710	5,661,364	3,048,218	2,977,912	1,112,710	1,199,932	269,725	274,319	19,980,890

\* Projected

SOURCES: John Sharp, Texas Comptroller of Public Accounts (Spring 1995 Forecast). U.S. Bureau of the Census.

## Demographics Population

San Antonio, the ninth largest city in the United States, is projected to grow at an average annual rate of 1.9 to 2.6 percent through the year 2010.

### AREA POPULATION

	<u>1980 Census</u>	<u>1990 Census</u>	<u>Percent Growth</u> 1990-1997	<u>Estimated 1/97</u>
San Antonio	786,023	935,933	19.2%	1,115,600
Bexar County	988,971	1,185,394	13.1%	1,340,900
MSA (4 counties: Bexar, Comal, Guadalupe, Wilson)	1,088,881	1,324,749	13.6%	1,505,300

Source: City Planning Department

	1996 Median Age	1996 Median Household Income
San Antonio Metro	31.8	\$29,255
Texas	31.6	\$34,851
United States	34.1	\$37,070

## Labor Force Employment, Civilian

December 1996

June 1997

Total Civilian Labor Force	731,952	754,700
Increase in Wage and Salary	2.3%	n/a
Unemployment	4.3%	5.0%

Average Annual Unemployment 1994-5.0% 1995-4.3% 1996-4.3%

### WAGE AND SALARY EMPLOYMENT SECTORS

Leading Employment Sectors				
December 1996 San Antonio MSA				
Sector	Employment	% of Wage & Salary	Change from Dec. 1995	
Total Wage & Salary	642,700	100.0%	10,600	1.7%
Services	186,500	29%	5,500	3.0%
Trade	155,200	24.1%	1,200	0.8%
Government	131,400	20.4%	600	0.5%
Manufacturing	49,200	7.7%	400	0.8%
Fin., Ins., Real Estate	42,100	6.6%	-200	-0.5%
Construction	32,300	5.0%	1,900	6.3%
Trans., Comm., Utilities	31,000	4.8%	1,100	3.7%

Source: Texas Workforce Commission

### SAN ANTONIO'S LEADING MANUFACTURERS

## THE SUBSTANDARD PERFORMANCE OF PUBLIC SCHOOLS IN SOUTHWEST'S NEIGHBORHOOD

According to the Texas Education Agency (TEA), who maintains a meticulous tracking system accessible via the Internet called AEIS (Accountability Excellence Indicator System), one key "competing" school located in the vicinity of Southwest Prep, Roosevelt H.S., is rated by TEA as "low performing" overall. In the city proper, there are several "low performing" high schools, including Memorial H.S., Fox Tech H.S., and Highlands H.S. Thus, within a short bus ride from SWP's two locations in San Antonio, there are 5 "low performing" high schools.

These general ratings, bad as they are, don't tell the whole story. The ratings can be broken down by infinitesimal categories. Significant categories include things like TAAS performance, retention rates, and total years of staff teaching experience. So the TEA figures really do a good job of describing a school's performance. For purposes of this Plan, we are including the state-wide list of "poor performing" high schools on the next two pages. Southwest Preparatory School will serve the economically disadvantaged populations among its nearby public schools. By providing the public schools with an alternative school, Southwest Preparatory School can be a helpful, positive presence in the community.

DISTRICT	CAMPUS NAME	CAMPUS #	ADDITIONAL ACKNOWLEDGMENT
ALAMO HEIGHTS ISD	ALAMO HEIGHTS H S	015901001	NOT ELIGIBLE
AMARILLO ISD	PALO DURO H S	188901004	NOT ELIGIBLE
ATHENS ISD	ATHENS H S	107901001	NOT ELIGIBLE
AUSTIN ISD	ANDERSON H S	227901009	NOT ELIGIBLE
AUSTIN ISD	AUSTIN H S	227901002	NOT ELIGIBLE
AUSTIN ISD	BLACKSHEAR EL	227901105	NOT APPLICABL
AUSTIN ISD	BLANTON EL	227901106	NOT APPLICABL
AUSTIN ISD	DOBIE MIDDLE	227901055	NOT APPLICABL
AUSTIN ISD	FULMORE MIDDLE	227901043	NOT APPLICABL
AUSTIN ISD	JOHNSON H S	227901010	NOT ELIGIBLE
AUSTIN ISD	MARTIN J H	227901051	NOT APPLICABL
AUSTIN ISD	MCCALLUM H S	227901005	NOT ELIGIBLE
AUSTIN ISD	MENDEZ MIDDLE	227901058	NOT APPLICABL
AUSTIN ISD	REAGAN H S	227901006	NOT ELIGIBLE
BASTROP ISD	BASTROP H S	011901001	NOT ELIGIBLE
BEAUMONT ISD	CENTRAL 9TH GRADE	123910003	NOT APPLICABL
BEAUMONT ISD	CENTRAL SENIOR H S	123910001	NOT ELIGIBLE
BOERNE ISD	BOERNE H S	130901001	NOT ELIGIBLE
BOVINA ISD	BOVINA H S	185901001	NOT ELIGIBLE
BROWNSVILLE ISD	ALTER CTR	031901039	NOT APPLICABL
BRYAN ISD	BRYAN H S	021902001	NOT ELIGIBLE
BRYAN ISD	BRYAN H S AT LAMAR	021902005	NOT APPLICABL
CENTER ISD	CENTER H S	210901001	NOT ELIGIBLE
CHAPEL HILL ISD	JACKSON EL	212909102	NOT APPLICABL
CHAPEL HILL ISD	W L KISSAM INT	212909103	NOT APPLICABL
CHAPEL HILL ISD	WISE EL	212909101	NOT APPLICABL
CLEVELAND ISD	CLEVELAND H S	146901001	NOT ELIGIBLE
COLDSRING-OAKHURST CONS ISD	JONES H S	204901001	NOT ELIGIBLE
COMFORT ISD	COMFORT H S	130902001	NOT ELIGIBLE
COTULLA ISD	ENCINAL EL	142901104	NOT APPLICABL
CROCKETT ISD	CROCKETT EL	113901102	NOT APPLICABL
DALLAS ISD	ORAN M ROBERTS EL	057905202	NOT APPLICABL
DALLAS ISD	SEAGOVILLE H S	057905015	NOT ELIGIBLE
DALLAS ISD	WOODROW WILSON H S	057905022	NOT ELIGIBLE
DEL VALLE ISD	DEL VALLE H S	227910001	NOT ELIGIBLE
DENTON ISD	RYAN H S	061901002	NOT APPLICABL
DILLEY ISD	MARY HARPER MIDDLE	082902041	NOT APPLICABL
EDGEWOOD ISD	ALTER CTR	015905042	NOT APPLICABL
EDGEWOOD ISD	MEMORIAL H S	015905003	NOT ELIGIBLE
EL CAMPO ISD	EL CAMPO H S	241903001	NOT ELIGIBLE
ENNIS ISD	ENNIS H S	070903002	NOT ELIGIBLE
FORT WORTH ISD	ARLINGTON HEIGHTS H S	220905002	NOT ELIGIBLE
FORT WORTH ISD	CARROLL PEAK EL	220905110	NOT APPLICABL
FORT WORTH ISD	MCRAE EL	220905143	NOT APPLICABL
FORT WORTH ISD	POLYTECHNIC H S	220905009	NOT ELIGIBLE
FORT WORTH ISD	VERSIA WILLIAMS EL	220905159	NOT APPLICABL
GAINESVILLE ISD	GAINESVILLE H S	049901001	NOT ELIGIBLE
GALVESTON ISD	MORGAN EL	084902104	NOT APPLICABL
GALVESTON ISD	ROSENBERG EL	084902108	NOT APPLICABL
HEMPSTEAD ISD	HEMPSTEAD EL	237902101	NOT APPLICABL
HEMPSTEAD ISD	HEMPSTEAD MIDDLE	237902102	NOT APPLICABL
HITCHCOCK ISD	HITCHCOCK H S	084908001	NOT ELIGIBLE
HOUSTON ISD	JONES H S	101912006	NOT ELIGIBLE
HOUSTON ISD	MARTINEZ C EL	101912289	NOT APPLICABL
HOUSTON ISD	MCREYNOLDS MIDDLE	101912062	NOT APPLICABL
HOUSTON ISD	SHARPSTOWN H S	101912023	NOT ELIGIBLE
HOUSTON ISD	T S U/H I S D	101912277	NOT APPLICABL

## APPLICATION

HOUSTON ISD	WALTRIP H S	101912015	NOT ELIGIBLE
HOUSTON ISD	WESTBURY H S	101912017	NOT ELIGIBLE
HOUSTON ISD	WHEATLEY H S	101912018	NOT ELIGIBLE
HOUSTON ISD	YATES H S	101912020	NOT ELIGIBLE
HUNTSVILLE ISD	HUNTSVILLE H S	236902002	NOT ELIGIBLE
JEFFERSON ISD	JEFFERSON H S	155901002	NOT ELIGIBLE
KEMP ISD	KEMP INT	129904102	NOT APPLICABL
LA JOYA ISD	LA JOYA 9TH GRADE	108912004	NOT APPLICABL
LA JOYA ISD	LA JOYA H S	108912001	NOT ELIGIBLE
LA MARQUE ISD	LA MARQUE H S	084904001	NOT ELIGIBLE
LONGVIEW ISD	LONGVIEW H S	092903001	NOT ELIGIBLE
LUFKIN ISD	BRANDON EL	003903116	NOT APPLICABL
LUFKIN ISD	GARRETT EL	003903104	NOT APPLICABL
LUFKIN ISD	LUFKIN H S	003903002	NOT ELIGIBLE
LUFKIN ISD	LUFKIN WEST J H	003903041	NOT APPLICABL
MADISONVILLE CONS ISD	MADISONVILLE H S	154901001	NOT ELIGIBLE
MARLIN ISD	MARLIN H S	073903001	NOT ELIGIBLE
MASON ISD	MASON H S	157901001	NOT ELIGIBLE
MIDLAND ISD	MIDLAND H S	165901003	NOT ELIGIBLE
MOUNT PLEASANT ISD	MT PLEASANT H S	225902001	NOT ELIGIBLE
NACOGDOCHES ISD	NACOGDOCHES H S	174904002	NOT ELIGIBLE
NACOGDOCHES ISD	RAGUET EL	174904105	NOT APPLICABL
NORTH EAST ISD	ROOSEVELT H S	015910004	NOT ELIGIBLE
NORTH ZULCH ISD	NORTH ZULCH H S	154903001	NOT ELIGIBLE
OLTON ISD	OLTON H S	140905002	NOT ELIGIBLE
PARIS ISD	PARIS H S	139909002	NOT ELIGIBLE
ROYAL ISD	ROYAL H S	237905002	NOT ELIGIBLE
ROYAL ISD	ROYAL MIDDLE	237905041	NOT APPLICABL
SAN ANGELO ISD	CENTRAL H S	226903001	NOT ELIGIBLE
SAN ANTONIO ISD	FOX TECHNICAL H S	015907004	NOT ELIGIBLE
SAN ANTONIO ISD	GATES EL	015907127	NOT APPLICABL
SAN ANTONIO ISD	HIGHLANDS H S	015907005	NOT ELIGIBLE
SAN ANTONIO ISD	PERSHING EL	015907158	NOT APPLICABL
SILSBEE ISD	SILSBEE H S	100904001	NOT ELIGIBLE
SULPHUR SPRINGS ISD	SULPHUR SPRINGS H S	112901002	NOT ELIGIBLE
TAFT ISD	TAFT H S	205907001	NOT ELIGIBLE
TEXARKANA ISD	FIFTEENTH STREET EL	019907107	NOT APPLICABL
TRINITY ISD	LANSBERRY EL	228903103	NOT APPLICABL
UNION ISD	UNION SCHOOL	223903001	NOT ELIGIBLE
UNITED ISD	JUAREZ/LINCOLN EL	240903118	NOT APPLICABL
VAN ISD	VAN H S	234906001	NOT ELIGIBLE
WACO ISD	UNIVERSITY H S	161914003	NOT ELIGIBLE
WACO ISD	WACO H S	161914002	NOT ELIGIBLE
WACO ISD	WACO NINTH GRADE CTR	161914001	NOT APPLICABL
WALLER ISD	WALLER H S	237904002	NOT ELIGIBLE
WAXAHACHIE ISD	T C WILEMON EL	070912105	NOT APPLICABL
WEST ORANGE-COVE CONS ISD	OATES EL	181906102	NOT APPLICABL
WILLIS ISD	PARMLEY EL	170904101	NOT APPLICABL
WILMER-HUTCHINS ISD	WILMER EL	057920108	NOT APPLICABL
WINONA ISD	WINONA MIDDLE	212910041	NOT APPLICABL
WYLIE ISD	WYLIE H S	043914001	NOT ELIGIBLE

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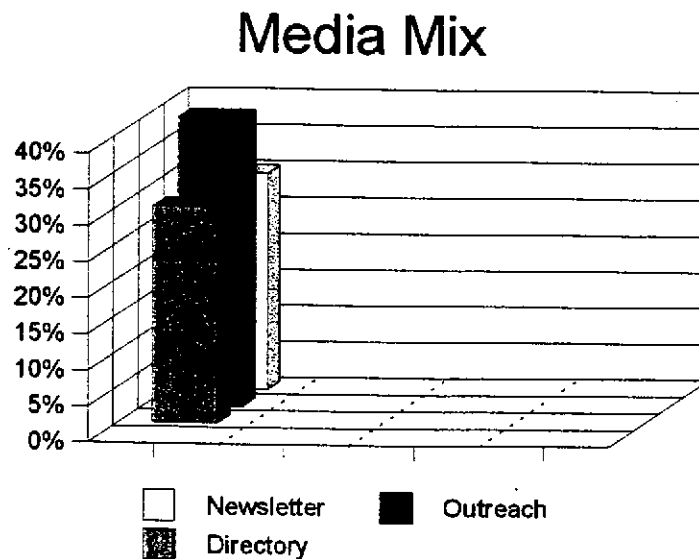


## MEDIA MIX

To reach our target students and parents, SWP will use a specific media mix that has proven effective in the past. The key elements of this mix are:

1. Self-promotional company newsletter
2. Yellow Page Ad
3. Outreach (Public Events, Speaking to Groups, Media Releases, & Static Displays at Trade Events, all to stimulate word-of-mouth advertising)

Looked at in graphic form, our Promotional Dollars will be channelled as follows:



## DIFFERENTIATION

What will differentiate our school from the others? SWP has many differentiating factors to enhance market competition. However, for certain one major factor will be an emphasis on character education. Using the above cited media mix, the message that will flow through the media is that we are a different school because of character education and other reasons. Another factor that sets SWP apart is its Graduate Placement Center, equally focusing on placing students in either advanced academics, vocational training, or jobs. SWP emphasizes a world-of-work model which combines a company's operation with community service.

## POSITIONING

In addition to determining the differentiating factors for this School, consensus must be established concerning how it should be *positioned*.

Positioning refers to the impression of the School as seen by the general public. For schools, some have positioned themselves inadvertently as "violent" or perhaps "sports-minded." Southwest Prep School will strive to position itself according to the following themes:

*Effective*  
*Competent*  
*Adaptive*  
*Creative*

So, in terms of what the School's marketing materials and efforts should entail, everything should focus on these themes in order to differentiate the School from others, and in order to position it properly in the minds of consumers.

---

FIRST, THE FOLLOWING PAGE SHOWS SAMPLES OF THE COMPANY'S NEWSLETTER. IT IS A SERIOUS MARKETING TOOL FEATURING SUCCESSFUL CLIENTS AND STUDENTS. Then, the following pages describe some currently prospering resources and providers in this vital new area of education known as *Character Education*.

## PANEL HELPS TEACH SOUTHWEST WINNERS BUSINESS START-UP CLASS

After 20 classes at two hours each, five students completed the Southwest Winners Small Business Operations Course. On the 20th class day, a Panel of local experts convened to field questions from the group and help them gain inside knowledge about running a business. The Panel included Insurance and Bonding expert TOM HEWITT from the firm Rubiola & Blair, federal tax expert and Enrolled Agent DON MARTIN, and local Entrepreneur of the Year and noted fashion designer GRACIELA CARRILLO. Our graduates included Rafael Martinez, Production Consultant, Fernando Cano, filmmaker & Principal in Yerba Buena Productions, Michael Weilbacher, Roofing Estimator & Consultant, Carlos Richardson, Construction Contractor, Elias Gonzales, Tile Craftsman, and Retail Sales Consultant Bert Aguilar. The Panel participants received Certificates of Appreciation for their time and support.

## WINNERS HELP BEAUTIFY NEIGHBORHOODS

Southwest Winners students at our West Side Office known as JPO had a busy week fixing up their facility parking lot. The site, the scene of much construction activity recently, presented a big challenge. Janet Booker reports that the kids did a great job cleaning up the lot, then hosing it down, then preparing it for some decorative plants. Also, Councilman Menendez stepped in to expedite mowing of the adjacent field at the JPO site, to help eradicate insects that had been pestering the students. At our Wheatley Courts site, the students started a make-believe landscaping company. They gathered information from experts and began cleaning up their site. They even had Vernon Mullins, the Master Gardener, come by to speak with them. This "company," called the Wheatley Winners, even elected its own Board of Directors. Housing Commissioner Hall provided extensive support for this Wheatley endeavor. Olicea Taylor says they weeded, planted flowers, and planted a tree. Then, they painted their basketball court, after which the Spurs donated 2 new nets and 2 new basketballs! THANKS, GUYS!

## SUMMARY AND ODDS & ENDS

So, who worked closely with Southwest Winners staff and students this summer? How about Housing Commissioner Hall, the San Antonio Spurs, News 35's Amy Troy, City Councilman Menendez, the firm of Rubiola & Blair, Tom Hewitt, Don Martin, and Graciela the Fashion Designer!

Next official date for Manny Lopez's Tejano band, *Mary Lou y Grupo Seleccion*, is Aug. 16 at the Entertainer night club in Seguin. Look for their bookings in the Weekender section of the Express-News.

*Let us hear from you, all of you Southwest organization offices and sites! Send us items for the next issue by August 7 and we'll see you then.*

---

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## Teach responsibility... they'll teach themselves the rest

The Jefferson Center for Character Education is a national, non-profit, non-sectarian organization founded in 1963 which addresses the need to teach character education in both our public and private schools. Our mission is to develop and provide curricula, programs, and publications that teach core values and ethical decision-making skills which foster good conduct, personal and civic responsibility, academic achievement and workforce readiness.

We develop and provide curricula and training for teachers and parents, and our programs have been used in approximately 10,000 schools in virtually every state in the nation, in most major cities, and in Canada, reaching a total of nearly 5 million students.

▶ [What We Teach](#)

▶ [Documented Results We've Achieved](#)

▶ [Our Programs In Depth](#)



### Jefferson Center for Character Education

2700 E. Foothill Blvd., Suite 302

Pasadena, CA 91107

Phone: (626) 792-8130 FAX: (626) 792-8364

E-mail: [REDACTED]



## What The Jefferson Center Teaches

The Jefferson Center for Character Education focuses on the systematic teaching of common values that cut across ethnic, cultural and religious lines. These values include honesty, respect, responsibility, integrity, courage, caring, justice and politeness.

### Our Curricula Teach Students To:

- Accept the consequences of their actions
- Use the **S.T.A.R. - Stop, Think, Act, Review** - decision-making model to solve problems and resolve conflicts
- Develop and improve self-confidence, self-esteem and positive attitudes
- Set and achieve realistic goals
- Accept that attendance, punctuality and reliability are part of being personally responsible

### Our Curricula Feature:

- Short, easy-to-follow weekly lessons
- Developed by teachers for teachers
- Developed for infusing into regular curriculum
- Monthly themes that build "common language" between staff and students
- Classroom posters featuring monthly themes



WHAT WE TEACH | DOCUMENTED RESULTS | OUR PROGRAMS | CONTACT US

## Results That We Have Achieved

*An independent study of the Center's programs confirmed the following results after one year:*

- Major discipline problems such as fighting, drugs and weapons decreased by 25%
- Minor discipline problems dropped by 39%
- Suspensions declined by 16%
- Number of tardy students dropped by 40%
- Unexcused absences fell by 18%

---

▶ [Independent Study Results](#)

▶ [Our Programs In Depth](#)

▶ [What We Teach](#)

▶ [Home Page](#)

---



### Jefferson Center for Character Education

2700 E. Foothill Blvd., Suite 302

Pasadena, CA 91107

Phone: (626) 792-8130 FAX: (626) 792-8364

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## The Star Program

The STAR programs were developed over 15 years ago for elementary and middle school teachers. STAR teaches students to Stop, Think, Act, Review - a decision-making model to solve problems and resolve conflicts that they can use for the rest of their lives. Through various lesson plans, activities and reward programs, teachers can make STAR's of their students every day!

**These extremely affordable programs come in two versions:**

- *How to be Successful in Less Than 10 Minutes a Day* for Middle School teachers
- *Responsibility Skills: Lessons for Success* for Elementary school teachers

STAR, also known as **Success Through Accepting Responsibility**, is a responsibility skills program which uses a combination of principles and processes to teach students basic fundamental core values. These values will be used for the rest of their lives, helping them to achieve their goals through honesty, good citizenship and hard work.

### STOP, THINK, ACT, REVIEW

Staying safe is what I do.

### STOP, THINK, ACT, REVIEW

I'm a STAR and so are you.

For a live example of the STAR program working on the Internet, please visit our Partner in Kids and Teens education, [Legal Pad Junior](#). Click the banner at right for more.

Character Education 



WHAT WE TEACH | DOCUMENTED RESULTS | OUR PROGRAMS | CONTACT US

## Character Education

### Responsibility Skills, 12 Lessons For Success:

- **Be Here:** Physically and mentally
- **Be On Time:** Be where you should be, be aware of time
- **Be Responsible:** Do what you're supposed to do, follow the rules
- **Be Prepared:** Be ready to handle obstacles with confidence
- **Be A Tough Worker:** Keep going when things get tough
- **Be A Good Listener:** Really hear what people are saying
- **Be A Goal Setter:** Think about what you want, and learn direction
- **Be Confident:** Be prepared, practice and take risks to succeed
- **Be A Risk Taker:** Overcome fears and develop confidence
- **Be Friendly:** Be nice to people, and know when to keep to yourself
- **Be Honest:** Tell the truth to develop a good reputation
- **Be Polite:** Show respect for others to earn it for yourself

For a live example of the STAR program working on the Internet, please visit our Partner in Kids and Teens education, [Legal Pad Junior](#). Click the banner at right for more.

Character Education 

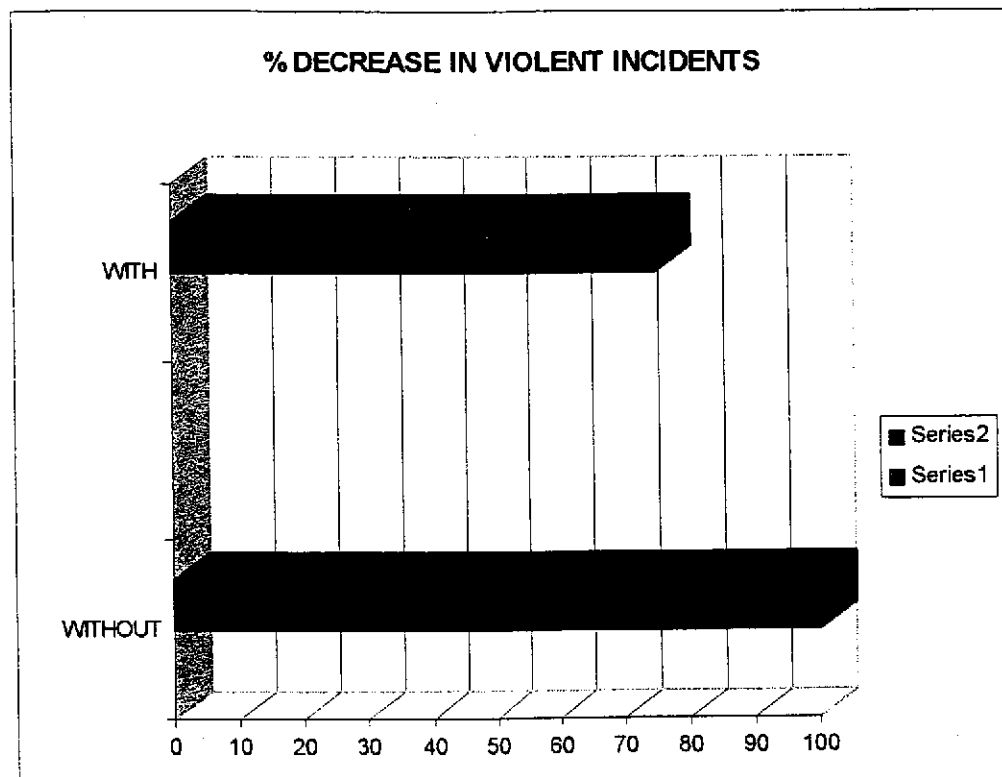
► [Our Programs In Action: Legal Pad Junior](#)

► [What We Teach](#)

► [Documented Results We've Achieved](#)

► [Home Page](#)

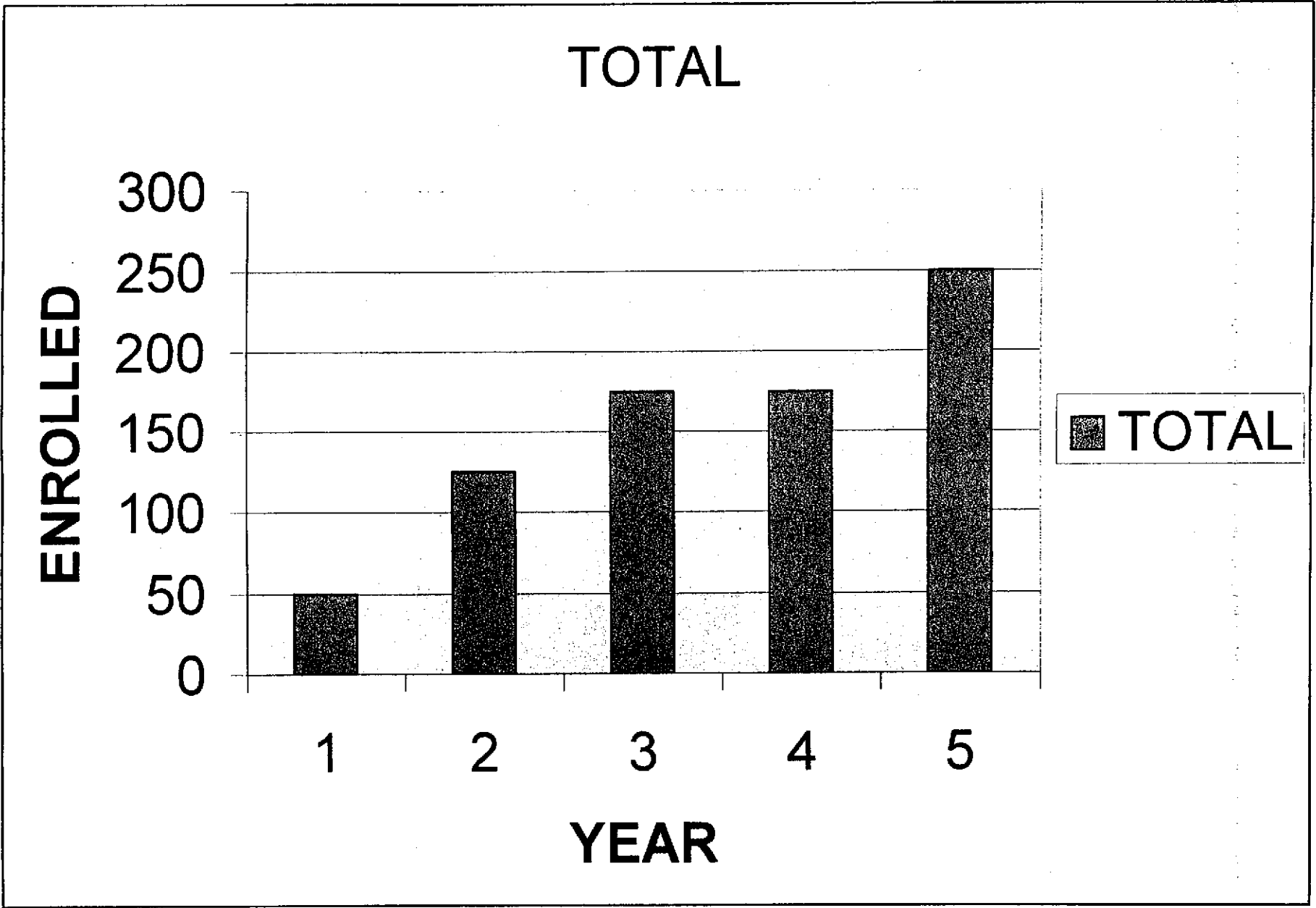
As the literature from the Jefferson Center shows, character education really makes a positive impact on a school's environment. This idea of "character education" will be at the core of Southwest's marketing emphasis, with expected support from the Clergy, parents, and the community at large. By differentiating itself as a school that "prepares tomorrow's workers," Southwest's combination of character education, "hands-on" projects like their student managed landscaping business, and their



noteworthy, pioneering reliance on educational computing will prove a formidable competitor for the student's (or parents') educational dollar.

### COULD CHARACTER EDUCATION BE THE KEY TO ENDING SCHOOL VIOLENCE?

The Jefferson data is a focal point for SWP's targeted curriculum development in the future. On the following page, a more elaborate expansion of additional Jefferson data is shown. Following that, our Financial Section begins.

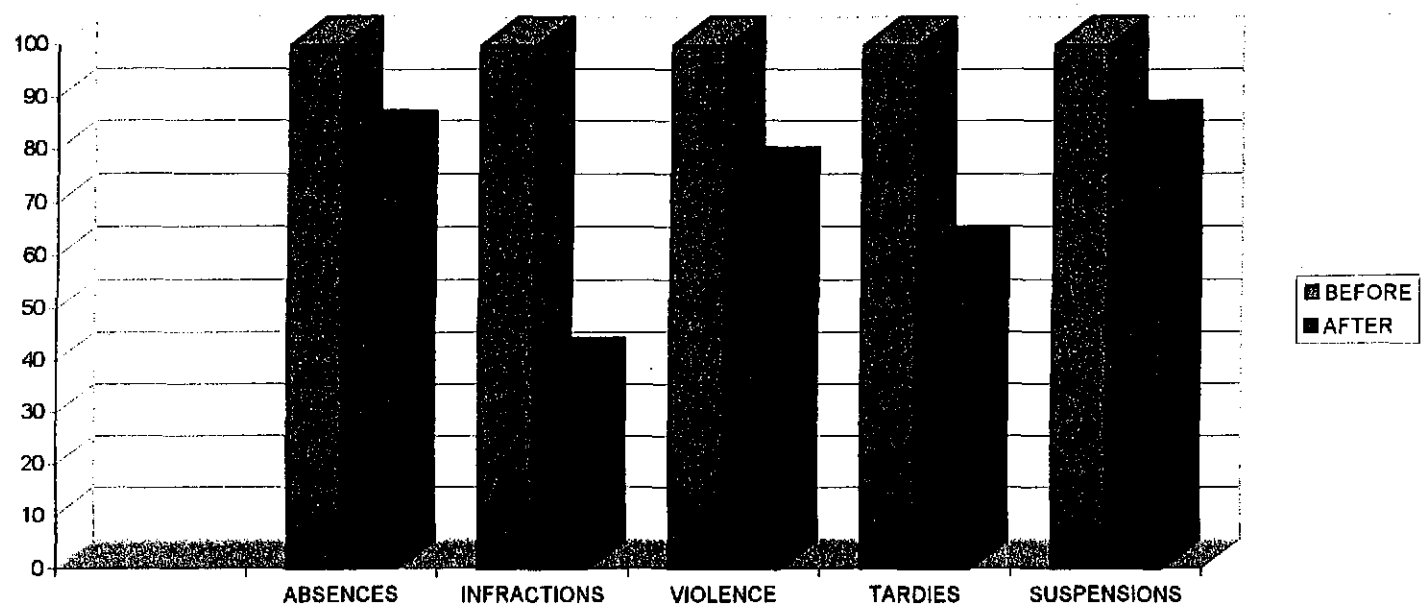




APPLICATION

	A	B	C	D	E	F	G	H	I	J	K
1	RANGE	RANGE=A1 TO BJ30									
2	A-BJ										
3		MONTH #	1	2	3	4	5	6	7	8	9
4		School Revenue (Note 1)	15667	15667	15667	15667	15667	15667	15667	15667	15667
5		Total Enrollment	50	50	50	50	50	50	50	50	50
6		Other Revenue (Note 2)	0	0	0	0	0	0	0	0	0
7		TOTAL REVENUE	15667	15667	15667	15667	15667	15667	15667	15667	15667
8											
9											
10											
11		Expenses									
12		PAYROLL COSTS									
13		Staff Level (16:1 Ratio)	3	3	3	3	3	3	3	3	3
14		Wages	10264	10264	10264	10264	10264	10264	10264	10264	10264
15		Fringes	1540	1540	1540	1540	1540	1540	1540	1540	1540
16		RENT 2600 SQFT HQ	1569	1569	1569	1569	1569	1569	1569	1569	1569
17		RENT-HOPE SITE	0	0	0	0	0	0	0	0	0
18		CONTRACTED SVCS (Note 6)	833	833	833	833	833	833	833	833	833
19		UTILITIES-HQ	314	314	314	314	314	314	314	314	314
20		UTILITIES-HOPE	0	0	0	0	0	0	0	0	0
21		JANITORIAL-HQ	217	217	217	217	217	217	217	217	217
22		JANITORIAL-HOPE	0	0	0	0	0	0	0	0	0
23		PHONE-HQ	100	100	100	100	100	100	100	100	100
24		PHONE-HOPE	0	0	0	0	0	0	0	0	0
25		INSURANCE	167	167	167	167	167	167	167	167	167
26		AUDIT	185	185	185	185	185	185	185	185	185
27		HEALTH	42	42	42	42	42	42	42	42	42
28		STAFF DEVELOPMENT	67	67	67	67	67	67	67	67	67
29		TRANSPORT-HQ	370	370	370	370	370	370	370	370	370
30		TRANSPORT-HOPE	0	0	0	0	0	0	0	0	0
31		SUPPLIES	0	0	0	0	0	0	0	0	0
32		SOFTWARE/CURRICULUM	0	0	0	0	0	0	0	0	0
33		Total Expenses	15667	15667	15667	15667	15667	15667	15667	15667	15667
34											
35		CASH FLOW	0	0	0	0	0	0	0	0	0
36											
37											
38											
39											

JEFFERSON'S RESULTS FROM CHARACTER ED.



## NOTES TO THE 5-YEAR FINANCIAL PROJECTIONS

by Terry Smith, MBA

1. Revenue in these projections is based solely on student enrollment, even though SWP may later generate funds from other sources such as grants, etc. Revenues assume a 94% enrollment.
2. Other Revenue includes two sources. The school's teen-managed landscaping community service project, Southwest Creative Lawns, should begin generating a modest revenue at the two-year point. Then, by the beginning of Year 3, additional revenue shows up in this category from Tutoring Services. For purposes of these projections, Other Revenue is presumed 50% landscaping/community service and 50% Tutoring business.
3. In the third year of operation, enrollment continues to expand (now at 175) and Southwest begins the process of acquiring land for a permanent campus site on the East Side of town. *Specifically for Year 3- Add 25 students to Austin Hwy to yield 100 at that site. At Hope site, add 25 students and increase teachers by 1 and 1/2. Sign earnest money contract to purchase land based on Fair Market Value. Raise enough capital to pay off land in Year 3.*
4. Year 4- Enrollment remains the same at both sites. Hire Architecture firm to draw plans for new building near the Hope site. Raise 50% of the cost to build the school. Secure a loan for the balance and build the school during Year 4.
5. By the start of the fifth year, Southwest's marketing efforts through its outreach, its newsletter, and its advertising, have increased enrollment to 250. By this time, a new two-story 4000 total sq. ft. building has been erected on the East Side, and the School's five year Plan is now at full fruition, with enrollment of 250 including both sites.
6. The School will use the administrative services of the Region 20 organization for reporting student statistics to the Texas Education Agency. After the first year, Southwest will take on that task by itself.

THE FOLLOWING PROJECTIONS PROVIDE AN OPERATING BUDGET SHOWING CASH FLOW AT THE BOTTOM. THIS CASH FLOW IS APPLIED TO CAPITAL EXPENDITURES AS DESCRIBED IN THE BUDGET WORKSHEET SECTION OF THIS PROPOSAL. *THE MAJOR CAPITAL EXPENDITURES WILL INCLUDE BUYING LAND AND ERECTING A BUILDING. THE "RENT" ITEM FOR YEAR 5 IS ACTUALLY NOT RENT, BUT BECOMES PAYMENT ON PRINCIPAL & INTEREST FOR THIS NEW BUILDING.*

*The deliberately conservative growth of enrollment during the span of this Business Plan is shown on the following graph, which precedes the 5-year monthly budget projections.*

	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
1														
2				Note 3										
3	10	11	12	13	14	15	16	17	18	19	20	21	22	23
4	15667	15667	15667	39167	39167	39167	39167	39167	39167	39167	39167	39167	39167	39167
5	50	50	50	125	125	125	125	125	125	125	125	125	125	125
6	0	0	0	300	363	426	489	552	615	678	741	804	867	930
7	15667	15667	15667	39467	39530	39593	39656	39719	39782	39845	39908	39971	40034	40097
8														
9														
10														
11														
12														
13	3	3	3	8	8	8	8	8	8	8	8	8	8	8
14	10264	10264	10264	27417	27417	27417	27417	27417	27417	27417	27417	27417	27417	27417
15	1540	1540	1540	4113	4113	4113	4113	4113	4113	4113	4113	4113	4113	4113
16	1569	1569	1569	1569	1569	1569	1569	1569	1569	1569	1569	1569	1569	1569
17	0	0	0	500	500	500	500	500	500	500	500	500	500	500
18	833	833	833	0	0	0	0	0	0	0	0	0	0	0
19	314	314	314	317	317	317	317	317	317	317	317	317	317	317
20	0	0	0	120	120	120	120	120	120	120	120	120	120	120
21	217	217	217	217	217	217	217	217	217	217	217	217	217	217
22	0	0	0	217	217	217	217	217	217	217	217	217	217	217
23	100	100	100	108	108	108	108	108	108	108	108	108	108	108
24	0	0	0	83	83	83	83	83	83	83	83	83	83	83
25	167	167	167	292	292	292	292	292	292	292	292	292	292	292
26	185	185	185	417	417	417	417	417	417	417	417	417	417	417
27	42	42	42	250	250	250	250	250	250	250	250	250	250	250
28	67	67	67	500	500	500	500	500	500	500	500	500	500	500
29	370	370	370	417	417	417	417	417	417	417	417	417	417	417
30	0	0	0	449	449	449	449	449	449	449	449	449	449	449
31	0	0	0	417	417	417	417	417	417	417	417	417	417	417
32	0	0	0	1667	1667	1667	1667	1667	1667	1667	1667	1667	1667	1667
33	15667	15667	15667	39067	39067	39067	39067	39067	39067	39067	39067	39067	39067	39067
34														
35	0	0	0	400	463	526	589	652	715	778	841	904	967	1030
36														
37														
38														
39														

APPLICATION

	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ	AK	AL	AM
1														
2	Note 4													Note 4
3	24	25	26	27	28	29	30	31	32	33	34	35	36	37
4	39167	54833	54833	54833	54833	54833	54833	54833	54833	54833	54833	54833	54833	54833
5	125	175	175	175	175	175	175	175	175	175	175	175	175	175
6	993	1056	1119	1182	1245	1308	1371	1434	1497	1560	1623	1686	1749	1812
7	40160	55889	55952	56015	56078	56141	56204	56267	56330	56393	56456	56519	56582	56645
8														
9														
10														
11														
12		3												4
13	8	11	11	11	11	11	11	11	11	11	11	11	11	11
14	27417	38383	38383	38383	38383	38383	38383	38383	38383	38383	38383	38383	38383	38383
15	4113	5758	5758	5758	5758	5758	5758	5758	5758	5758	5758	5758	5758	5758
16	1569	1569	1569	1569	1569	1569	1569	1569	1569	1569	1569	1569	1569	1569
17	500	500	500	500	500	500	500	500	500	500	500	500	500	500
18	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19	317	317	317	317	317	317	317	317	317	317	317	317	317	350
20	120	120	120	120	120	120	120	120	120	120	120	120	120	125
21	217	217	217	217	217	217	217	217	217	217	217	217	217	217
22	217	233	233	233	233	233	233	233	233	233	233	233	233	233
23	108	125	125	125	125	125	125	125	125	125	125	125	125	125
24	83	100	100	100	100	100	100	100	100	100	100	100	100	100
25	292	375	375	375	375	375	375	375	375	375	375	375	375	375
26	417	500	500	500	500	500	500	500	500	500	500	500	500	500
27	250	417	417	417	417	417	417	417	417	417	417	417	417	417
28	500	833	833	833	833	833	833	833	833	833	833	833	833	833
29	417	583	583	583	583	583	583	583	583	583	583	583	583	583
30	449	667	667	667	667	667	667	667	667	667	667	667	667	667
31	417	667	667	667	667	667	667	667	667	667	667	667	667	667
32	1667	1250	1250	1250	1250	1250	1250	1250	1250	1250	1250	1250	1250	1250
33	39067	52614	52614	52614	52614	52614	52614	52614	52614	52614	52614	52614	52614	52652
34														
35	1093	3276	3339	3402	3465	3528	3591	3654	3717	3780	3843	3906	3969	3994
36														
37														
38														
39														

APPLICATION

	AN	AO	AP	AQ	AR	AS	AT	AU	AV	AW	AX	AY	AZ	BA
1														
2												Note 5		
3	38	39	40	41	42	43	44	45	46	47	48	49	50	51
4	54833	54833	54833	54833	54833	54833	54833	54833	54833	54833	54833	78333	78333	78333
5	175	175	175	175	175	175	175	175	175	175	175	250	250	250
6	1875	1938	2001	2064	2127	2190	2253	2316	2379	2442	2505	2568	2631	2694
7	56708	56771	56834	56897	56960	57023	57086	57149	57212	57275	57338	80901	80964	81027
8														
9														
10														
11														
12												5		
13	11	11	11	11	11	11	11	11	11	11	11	16	16	16
14	38383	38383	38383	38383	38383	38383	38383	38383	38383	38383	38383	54833	54833	54833
15	5758	5758	5758	5758	5758	5758	5758	5758	5758	5758	5758	8225	8225	8225
16	1569	1569	1569	1569	1569	1569	1569	1569	1569	1569	1569	1569	1569	1569
17	500	500	500	500	500	500	500	500	500	500	500	2494	2494	2494
18	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19	350	350	350	350	350	350	350	350	350	350	350	367	367	367
20	125	125	125	125	125	125	125	125	125	125	125	600	600	600
21	217	217	217	217	217	217	217	217	217	217	217	250	250	250
22	233	233	233	233	233	233	233	233	233	233	233	375	375	375
23	125	125	125	125	125	125	125	125	125	125	125	125	125	125
24	100	100	100	100	100	100	100	100	100	100	100	108	108	108
25	375	375	375	375	375	375	375	375	375	375	375	542	542	542
26	500	500	500	500	500	500	500	500	500	500	500	667	667	667
27	417	417	417	417	417	417	417	417	417	417	417	583	583	583
28	833	833	833	833	833	833	833	833	833	833	833	1167	1167	1167
29	583	583	583	583	583	583	583	583	583	583	583	667	667	667
30	667	667	667	667	667	667	667	667	667	667	667	833	833	833
31	667	667	667	667	667	667	667	667	667	667	667	750	750	750
32	1250	1250	1250	1250	1250	1250	1250	1250	1250	1250	1250	1250	1250	1250
33	52652	52652	52652	52652	52652	52652	52652	52652	52652	52652	52652	75405	75405	75405
34														
35	4057	4120	4183	4246	4309	4372	4435	4498	4561	4624	4687	5497	5560	5623
36														
37														
38														
39														

APPLICATION

	BB	BC	BD	BE	BF	BG	BH	BI	BJ	BK	BL	BM	BN	BO
1														
2														
3	52	53	54	55	56	57	58	59	60					
4	78333	78333	78333	78333	78333	78333	78333	78333	78333					
5	250	250	250	250	250	250	250	250	250					
6	2757	2820	2883	2946	3009	3072	3135	3198	3261					
7	81090	81153	81216	81279	81342	81405	81468	81531	81594					
8														
9														
10														
11														
12														
13	16	16	16	16	16	16	16	16	16					
14	54833	54833	54833	54833	54833	54833	54833	54833	54833					
15	8225	8225	8225	8225	8225	8225	8225	8225	8225					
16	1569	1569	1569	1569	1569	1569	1569	1569	1569					
17	2494	2494	2494	2494	2494	2494	2494	2494	2494					
18	0	0	0	0	0	0	0	0	0					
19	367	367	367	367	367	367	367	367	367					
20	600	600	600	600	600	600	600	600	600					
21	250	250	250	250	250	250	250	250	250					
22	375	375	375	375	375	375	375	375	375					
23	125	125	125	125	125	125	125	125	125					
24	108	108	108	108	108	108	108	108	108					
25	542	542	542	542	542	542	542	542	542					
26	667	667	667	667	667	667	667	667	667					
27	583	583	583	583	583	583	583	583	583					
28	1167	1167	1167	1167	1167	1167	1167	1167	1167					
29	667	667	667	667	667	667	667	667	667					
30	833	833	833	833	833	833	833	833	833					
31	750	750	750	750	750	750	750	750	750					
32	1250	1250	1250	1250	1250	1250	1250	1250	1250					
33	75405	75405	75405	75405	75405	75405	75405	75405	75405					
34														
35	5686	5749	5812	5875	5938	6001	6064	6127	6190					
36														
37														
38														
39														

	BP	BQ	BR	BS	BT	BU	BV	BW	BX	BY	BZ	CA
1												
2												
3					YR1	YR2	YR3	YR4	YR5			
4		School Revenue (1)			188000	470000	658000	658000	940000			
5		Total Enrollment			600	1500	2100	2100	3000			
6		Other Revenue (Note 12)			0	7758	16830	25902	34974			
7		TOTAL REVENUE			188000	477758	674830	683902	974974			
8												
9												
10												
11		Expenses										
12												
13												
14		Wages			123168	329000	460600	460600	658000			
15		Fringes			18480	49350	69090	69090	98700			
16		RENT 2600 SQFT HQ			18828	18828	18828	18828	18828			
17		RENT-HOPE SITE			0	6000	6000	6000	29928			
18		CONTRACTED SVCS			9996	0	0	0	0			
19		UTILITIES-HQ			3766	3800	3804	4200	4400			
20		UTILITIES-HOPE			0	1440	1440	1500	7200			
21		JANITORIAL-HQ			2600	2600	2600	2600	3000			
22		JANITORIAL-HOPE			0	2600	2800	2800	4500			
23		PHONE-HQ			1200	1300	1500	1500	1500			
24		PHONE-HOPE			0	1000	1200	1200	1300			
25		INSURANCE			2000	3500	4500	4500	6500			
26		AUDIT			2225	5000	6000	6000	8000			
27		HEALTH			500	3000	5000	5000	7000			
28		STAFF DEVELOPMENT			800	6000	10000	10000	14000			
29		TRANSPORT-HQ			4440	5000	7000	7000	8000			
30		TRANSPORT-HOPE			0	5382	8000	8000	10000			
31		SUPPLIES			0	5000	8000	8000	9000			
32		SOFTWARE/CURRICULUM			0	20000	15000	15000	15000			
33		Total Expenses			188003	468800	631362	631818	904856			
34												
35		CASH FLOW				8958	43468	52084	70118			
36												
37		CASH FLOW IS APPLIED TO CAPITAL EXPENDITURES AS EXPLAINED IN SEPARATE BUDGET WORKSHEETS										
38												
39												



**Attachment 3**

**Documentation of Non Profit Status  
1996 Income Tax Return  
1996 Independent Audit  
SWW Inc Board of Directors Approval of SWPS  
Assurances of SWPS**



The State of Texas  
Secretary of State

CERTIFICATE OF INCORPORATION

OF

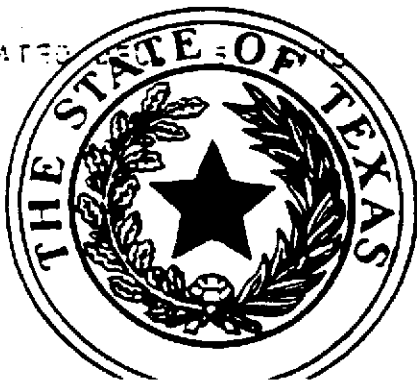
SOUTHWEST WINNERS, INCORPORATED  
CHARTER NUMBER 01096681

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

ACCORDINGLY THE UNDERSIGNED, AS SUCH 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.

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

DATED



92

*William M. Reams*  
Secretary of State



The State of Texas  
Secretary of State

DEC. 6, 1988

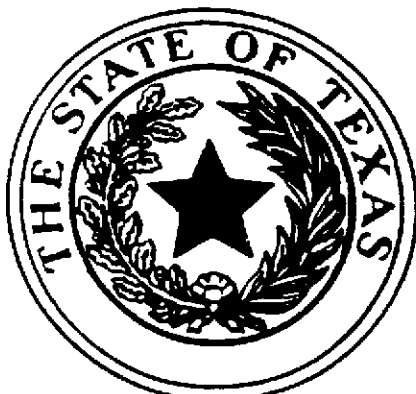
JOYCE M. HIPP  
8700 CROWNHILL, STE. 700  
SAN ANTONIO, TX 78209

RE:  
SOUTHWEST WINNERS, INCORPORATED  
CHARTER NUMBER 01096681-01

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

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

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



VERY TRULY YOURS,

*Carl M. Reins*

Secretary of State



BOB BULLOCK  
Comptroller

COMPTROLLER OF PUBLIC ACCOUNTS  
STATE OF TEXAS  
AUSTIN, 78774

August 17, 1989

Ms. Joyce M. Hipp  
Southwest Winners, Inc.  
8700 Crownhill, Suite 700  
San Antonio, Texas 78209

Dear Ms. Hipp:

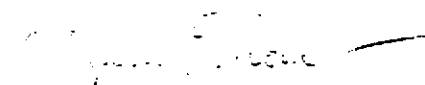
We have determined that Southwest Winners, Inc., Taxpayer No. 3-01132-0499-1, qualifies for exemption from state franchise tax and state sales tax. In the event that we have reason to believe that your corporation no longer qualifies for the exemptions, we will notify your registered agent that the exempt status is under review. Your franchise tax exemption as a 501(c)(3) organization is effective September 5, 1988.

Your corporation qualifies for sales tax exemption effective the date of this letter as a 501(c)(3) organization. You may now issue an exemption certificate in lieu of the sales tax on taxable items purchased if the items 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 your organization changes its name or address, you are required to notify us.

If we can be of further assistance, please write to us or call toll free from anywhere in the United States at 1-800-252-5555. Our regular number is 512/463-4600.

Sincerely,

  
Harry F. Rogers  
Exempt Organizations

HFR:SM74/km1/589



# TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

JOHN SHARP • COMPTROLLER • AUSTIN, TEXAS 78774

THE STATE OF TEXAS }  
}

COUNTY OF TRAVIS }  
}

I, John Sharp, Comptroller of Public Accounts of the State of Texas, DO HEREBY

CERTIFY that according to the records of this office

SOUTHWEST WINNERS INCORPORATED  
is exempt from payment of franchise tax and consequently is in good standing with this  
office.

GIVEN UNDER MY HAND AND  
SEAL OF OFFICE in the City of  
Austin, this 2nd day of  
AUGUST, 19 95 A.D.

  
Comptroller of Public Accounts

APPLICATION

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency SOUTHWEST WINNERS INC.	
Address (Street & number, P.O. Box or Route number) 1248 Austin Hwy #220	Phone (Area code and number) (210) 829-8017
City, State, ZIP code San Antonio, Texas 78209	

I, the purchaser named above, claim an exemption from payment of sales and use taxes for the purchase of taxable items described below or on the attached order or invoice form:

Seller: \_\_\_\_\_

Street address: \_\_\_\_\_ City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased or on the attached order or invoice:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purchaser claims this exemption for the following reason:

Purchaser qualifies for sales tax exemption as a 501(c)(3) non-profit organization

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here Purchaser James K. Neal Jr.	Title President	Date
---	--------------------	------

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.  
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.  
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

**\*990 FORM\***

**PAGE 97 - 102 = 6 PAGES**

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

**6 PAGES HAVE BEEN WITHHELD**

### Assurances

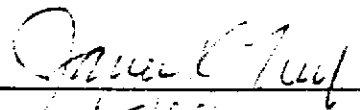
Signature of the Chief Operating Officer certifies that the following statements are addressed through policies adopted by the charter school and, if approved, the governing body, administration, and staff of the open-enrollment charter will abide by them:

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



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

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

  
\_\_\_\_\_  
Date: 1/15/98

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

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

**Attachment 4**

**SWW Inc. Financial Policies**

**SOUTHWEST WINNERS INC**  
**ACCOUNTING MANUAL**

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**SECTION 1**  
**CASH MANAGEMENT / BANKING POLICIES**

1. Blank Checks

- A. Blank checks are maintained in locked cabinets.
- B. The keys to the cabinets are in the possession of the Accountant and the President of the company.
- C. The Accountant and the Executive Director have access to blank checks.
- D. All checks are maintained in chronological numbers.

2. Authorized Check Signers

- A. All checks require two signatures.
- B. The authorized signers are:
  - 1. Executive Director
  - 2. Program Manager.
- C. When an individual resigns, the last check signed by the individual is reported to the bank.

3. Facsimile Signature

- A. All facsimile signature are to be kept by the individual signors.

4. Deposits

- A. Checks are endorsed as soon as they are received.
- B. Checks are picked up from the funding agency as soon as possible.
- C. The Accountant prepares the deposit slip.
- D. The stub of the check is filed with the deposit slip.
- E. The deposit is taken to the bank by Program Manager.
- F. Checks not deposited the same day are locked in the cabinet by the Accountant.

**SECTION 2**  
**INVOICING AND ACCOUNTS RECEIVABLE**

**1. Invoicing**

- A. Invoices must be accompanied by funding agency form.
- B. The supporting backup is determined by the type of services being billed, as follows:
  - 1. Payroll - Payroll register and distribution sheet.
  - 2. Support Services - Request, invoice, attendance form needs analysis and other necessary documents.
  - 3. Other Expenses - certified copies of all invoices.

**2. Numbering**

Invoices are assigned a distinct number for tracking purposes.

**3. Distribution**

- A. One copy and the original are prepared and turned over to the Executive Director for signature.
- B. The Executive Director will review the documentation to insure accuracy.
- C. After signature of both copies, one copy is delivered to funding source for reimbursement.
- D. The office copy is filed in the cabinet.

4. Invoice Entry

- A. Invoices are entered in the general ledger by the Accountant.

5. Cash Receipts

- A. Cash receipts for invoices submitted to the funding source are entered by the Accountant.
- B. Cash receipts is reconciled with the invoice submitted to the funding source.

**SECTION 3**  
**ACCOUNTS PAYABLE PROCESSING**

1. Invoice Processing

- A. All receipt of goods is accepted by program manager.
- B. Packing slips are signed off by program manager.
- C. Packing slips are matched with the invoices and processed for reimbursement from the funding agency.
- D. Any discrepancy are noted and resolved.
- E. If all is in order, the invoice is set up for payment.

2. Mileage/Travel

- A. Mileage is reported on the Mileage Log.
- B. The Mileage Log is approved by the supervisor.
- C. The Accountant will check the mileage log for mathematical accuracy.
- D. If all appears in order, Mileage Log is set up for payment.
- E. Request for out-of-town travel requires prior approval from Executive Director and funding agency if required.
- F. Upon receipt for out-of-town request and authorization the accountant will insure that policies have been followed and verify the mathematical accuracy of report.
- G. Upon completion of review, the travel request is set up for payment.

3. Check Request

- A. Expenses that do not fall under a specific category can be requested for reimbursement by program manager.
- B. All applicable backup must be attached.
- C. The Accountant will review the backup, determine if it is adequate, and check for mathematical accuracy.
- D. The check request is then processed for payment.

4. Final Disposition/Filing

- A. All backup documentation ( invoices, payroll register, etc. ) is attached behind the request for reimbursement from the funding source.
- B. To prevent duplication of payment, invoices are marked paid with the check number.
- C. Checks are prepared by the accountant and forward to executive director and program manager for signature.
- D. Once signed, checks are placed in the outgoing mail box.

SECTION 4  
NEW EMPLOYEE PROCESSING

1. Recruitment, Application, Screening, and Selection Process
  - A. Recruitment, application, screening and selection process is done per the personal policies and procedures.
  
2. New Employee Processing
  - A. The accountant receives notice of the new hire detailing salary, position and starting date.
  - B. On the first day of attendance, the employee is required to complete the various forms of enrollment.
  - C. Both the Accountant and Program Manager share the responsibility for obtaining and completing the various forms.
  - D. The Program Manager will handle the orientation of new employees.
  
3. Files
  - A. Personnel records are maintained for each employee in a locked cabinet.
  - B. The key to the cabinet is in the possession of the accountant and the Executive Director.
  - C. Only authorized personnel will have access to the personnel records.
  - D. No files are to be removed from the cabinet without prior approval from Executive Director.
  
4. Computer Processing
  - A. The Accountant will set up new employees in the payroll system.
  - B. The employee code is the first three letters of the employee's first name and the first three letters of the last name.
  - C. All information in the employee file will be entered by the accountant.



5. Payroll Changes

- A. The Accountant will input the employee file changes.
- B. Changes in deduction must be in writing and signed by the employee.
- C. Changes are performed in the computer system in the same manner that new employees are added.

**SECTION 5  
PAYPERIOD PROCESSING**

1. Pay Periods

- A. Pay period are on a bi-weekly basis.
- B. Pay period end every other Saturday.

2. Time Sheet Completion

- A. The timesheet is utilized daily to enter hours worked.
  - 1. All timesheets are signed in ink by the employee.
  - 2. All timesheets are to be signed in ink by the immediate supervisor.
  - 3. Employees are required to record their time on a daily basis.
  - 4. The totals for each week is computed.
  - 5. The totals for each week is summarized at the bottom of the timesheet.
  - 6. All timesheets are due to the Accountant by 9 am the week of payroll.
- B. Leave Forms
  - 1. Refer to Personnel Policy for leave accrual policies
  - 2. If an employee is utilizing leave, the time sheet must be accompanied by a leave form.
  - 3. The leave form is signed by the employee, and approved by the supervisor.
  - 4. The form must be completed and signed in ink.
  - 5. For leave to be taken, the employee must have accrued the leave.

3. Time Sheet Processing

- A. Time Sheets and leave forms are reviewed by Accountant completeness, signatures, and approvals.
- B. Problems/questions with timesheets and/or leave forms are discussed with the supervisor.
- C. Timesheets are reviewed for mathematical accuracy.

4. Final Processing/Reports

- A. After review of timesheets the hours are entered into payroll processing program.
- B. The following reports can be generated:
  - 1. Payroll register
  - 2. Detail departmental report
  - 3. Summary departmental report
  - 4. Check register
  - 5. Customized reports.
- C. All reports (quarterly 941's TEC, W2's) are prepared by the Accountant.

5. Check Signature/Release

- A. Printed checks and reports are turned over to the Executive Director and Program Manager for review and signature.
- B. Signed checks are returned to the Program Manager for distribution.
- C. Payroll checks not distributed are kept under lock and key until distribution is made.
- D. All applicable payroll taxes are processed and deposited when due.

**SECTION 6**  
**BANK RECONCILIATION PROCEDURES**

1. Bank reconciliation

- A. Bank Statements are received via mail by Executive Director.
- B. Executive Director reviews the bank statement for signatures, payees and endorsements.
- C. Bank statements is forwarded to the Accountant.
- D. Accountant reconcile the bank statement with the General Ledger.
- E. Executive Director reviews the Bank Reconciliation Statement.

2. Outstanding Checks

- A. Checks outstanding more than 60 days are investigated.
  - 1. Payees of outstanding checks will be contacted to determine status.
- B. After determining disposition of outstanding checks, voided checks are entered into the accounting system.

**SECTION 7**  
**GENERAL LEDGER PROCESSING**

1. The Accountant is responsible for maintaining the General Ledger System.
2. Processing
  - A. The accountant is responsible for processing of the General Ledger.
  - B. The General Ledger module is used in the processing of the general ledger.
  - C. All processing of accounts are reviewed prior to posting.
  - D. Reports are generated for processing of reports to funding agency.
3. Security
  - A. All posting to the General Ledger is done by the Accountant.
  - B. A computer backup is made for the general ledger after each processing.

**SECTION 8**  
**BUDGETS**

1. Budgets are prepared on an as needed basis for submission as required by the funding source.
2. Budgets are prepared in the format requested by the funding source.
3. Budgets are prepared by the Accountant with the assistance of the Program Manager.
4. Budgets are prepared utilizing historical data together with projections for the future period.

**SECTION 9  
FIXED ASSETS**

1. Purchasing

- A. All items in excess of \$500 with a useful life of over one year are considered fixed assets.
- B. All purchase of fixed assets require prior approval from the funding source (manual for funding source)

2. Tagging/Inventory

- A. Upon receipt, items are tagged with a distinct number by the Accountant.
- B. The Accountant updates the inventory listing with the tag number and serial number, purchase date and cost.

3. Reconciliation

- A. A yearly review of fixed assets is conducted by the Accountant to insure the condition and location of the fixed assets.

**Attachment 5**  
**SWPS Personnel Policies**



## **SWPS Personnel Policies**

### **Hiring of Personnel**

All persons who perform services for SWPS shall be considered "at-will" employees or volunteers of SWPS. The SWPS Principal/Director will select personnel for employment subject to approval by SWPS Board of Directors and SWW Inc. Board Board of Directors. The Principal/Director will conduct a background check of each applicant to include a criminal check.

### **Requirements for Employment**

Employees are expected to adhere to the requirements for employment described in the Charter and personnel polices. Before the first day of employment, all employees must have a tuberculosis test. The current physician's statement must be on file in the office before the first day of employment. Failure to provide documentation on time may result in immediate termination. Employees are expected to conduct themselves at all times in a manner consistent with the highest standards of personal character and professionalism, with children, parents, prospective parents, co-workers, and the community.

### **Probation**

Each new employee hired is on a probation status for the first 90 days. After probation is complete, employees are eligible for benefits or tenure. Until the probation is complete the new employee is subject to immediate termination.

### **Dismissal, Discipline, and Termination**

A. The Principal/Director may terminate or suspend the employment of any employee if s/he determines that the employee has failed to fulfill the duties and responsibilities and/or demonstrate the qualities outlined in the job description, or if other good cause exists. All employees will be hired on the basis of annual contracts and their terms expire at the end of their annual contract. In the event the school finds it necessary or desirable to terminate an employee's employment before the end of the school year, the school will attempt to give the employee written notice at least 10 calendar days before termination, unless the Director determines that the employee poses a threat to the health, safety, or welfare of the school or students.

B. In the event an employee finds it necessary to resign during the school year, the employee shall give written notice to the Principal/Director as soon as possible and a least 10 calendar days before the effective date of resignation.

C. In the event of termination of employment prior to end of an employment contract, the employee shall be entitled only to the prorated salary and benefits earned through the last date of employment.

D. Any employee may submit a grievance regarding dismissal, and termination pursuant to the grievance process.

**Punctuality and Attendance**

Any employee who is unable to report for work on any particular day must call the Director at least one hour before the start of the scheduled work day. If an employee fails to report to work without notification to the Director, the school may consider the employee has abandoned his/her employment and has voluntarily terminated the employment. In such cases, the School must provide notice to the employee of the decision, and the employee may file a grievance pursuant to the process outlined in the Personnel Policies.

Upon returning to work after an absence for any reason, the employee must complete an absence form and turn it in to the Director by the end of the work day on which the employee returns. If an employee is absent for medical reasons for more than 10 days, the employee must, immediately upon his or her intended day of return to work, provide the Director with a physician's statement certifying that the employee is able to return.

**Staff Evaluation**

The Principal at each site will observe personnel each semester and perform an annual formal evaluation. The results of the evaluation will be forwarded to the SWPS Teacher Review Committee along with any recommendations. The evaluation will include performance review, areas for improvement and future employment considerations. All final decisions concerning personnel evaluations will be made by the SWW Board of Directors based on the recommendations of the SWPS Board of Directors.

**Retirement**

All SWPS teachers are automatically part of the Teachers Retirement System. SWPS will contribute 6% to Teacher Retirement for any enrollees in TRS.

**Equal Opportunity Employer**

SWPS affirms that it shall not discriminate against any employee on the basis of race, creed, color, gender, national origin, religion, ancestry, age or disability in its recruitment, selection, training, utilization, termination or other employment related activities.

**Employee Welfare and Safety**

SWPS will comply with all federal and state laws, concerning the welfare and safety of all employees. SWPS will operate in compliance with the Federal Drug Free Workplace Act of 1988 and as such requires employees to attend an orientation on Drug Free Awareness.

**Employee Grievance Procedure**

A. In the event of a dispute involving employment or the implementation of the personnel policies, and after a good faith effort with the supervisor to thoroughly resolve the dispute, all employees may

submit their complaint following the procedures outlined below. The good faith effort will include problem identification, possible solutions, selection of resolution, timeline for implementation, and follow-up. A written summary of the good faith effort will be included in the personnel file. Failure to follow the procedures and timelines below constitutes a waiver of the employee's right to grieve.

1. The employee may submit his/her grievance in writing to the Chair of the Teacher Review Committee within five days of a failed good faith effort to resolve the dispute.

2. Within ten working days of receipt of the written complaint, the Teacher Review shall schedule a hearing at a mutually convenient time and place for discussion of the complaint with all parties involved, but in no event later than 15 days after receipt of the written complaint and after notification to the employee. Teacher Review Committee members who are interested parties shall excuse themselves from grievance proceedings if such members have a conflict of interest in the subject of the proceedings.

3. A decision as established by a majority vote of the members of the Teacher Review Committee hearing the grievance shall be rendered within five working days of the completion of the hearing. Any such proceedings shall be conducted in closed session, unless requested otherwise by the employee. In the event that additional information, investigation, or hearings are necessary after the initial hearing, the hearing may be continued and the final decision shall be made within five working days of the last committee hearing, or as soon thereafter as is practicable. Any additional proceedings shall be completed as soon as practical.

4. The decision of the Teacher Review Committee shall be final unless appealed by the employee to the Board of Directors, which may review and modify the decision of the Teacher Review Committee if it finds that the Committee failed to properly follow the grievance process described above. A request for an appeal may be submitted to the Chairperson or President of the SWPS Board within five days of the decision of the Teacher Review Committee. After receiving an appeal request, the Chairperson or President shall schedule a meeting to consider such an appeal as soon as practical. Board members who are interested parties, shall excuse themselves from reviews of the Teacher Review Committee decisions to the extent permitted under law. Any such proceedings shall be conducted in closed session, unless requested otherwise by employee.

### **Employee Records**

SWPS will maintain, in strict confidence, a personnel file on each employee in compliance with all federal and state laws.

### **Salaries**

The Director shall propose salary raises based on the performance review. Additionally, SWPS Board may consider a merit pay system that will motivate employees and compensate them for their achievements. This policy will be carefully crafted for consistency and fairness.

**Insurance**

SWW Inc. will provide insurance to include general liability, building and contents, errors and omissions, blanket occupational accident and workmans compensation for SWPS and employees.

**Medical Insurance**

SWPS employees after completion of probation are eligible for entering SWW's group insurance plan. This plan provides for the payment of \$150.00/month toward the premium for each employee.

**Sick Leave**

Employees accrue paid sick leave days each year. No more than 5 days sick leave may be accrued and sick leave will not be advanced. In order to receive sick leave benefits, sick leave credits must be accrued and the proper application forms must be submit and approved by the appropriate supervisor.

Sick leave payments commence with the first full or partial day of work missed and are paid at base rate for the number of scheduled work hours absent. If not enough sick leave credits are accrued to cover all the absence, payment will be made for only those work hours absent for which earned credits are available.

**Vacations**

Employees accrue paid vacation days each year.

<b>Net Service</b>	<b>Days of Vacation</b>
1	5
2-4 yrs	10
5-9 yrs	12
10-14 yrs	14
15 or more	16

Vacation may be scheduled with the appropriate supervisor to be taken any time after accrual but must be taken or started within the year the following accrual date. Vacations may be taken in increments less than five days but not less than one day. No vacation is accrued prior to the first six months of continuous service.

Vacation schedules are made with due regard to preference whenever practical but must also be arranged to fit the operational needs of the department.

**Professional Development Leave**

Full-time employees are entitled to the equivalent of one paid day during the school year for training purposes. Such training must be approved by the Director in advance.

(Note: Ideally there would be far more than one day of professional development time during the year.)

**Holidays**

Teaching staff will be paid for school holidays.

**Exempt Employees**

Full time (35 or more hours) salaried staff members are exempt employees.

**Non-exempt**

Hourly wage employees are non-exempt.

**Travel**

The costs associated with traveling for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present.

- A. Car allowance may be paid to employees at the approved federal rate and in compliance with contract requirement and limitations.
  - 1. Employees, to be eligible for car allowance, are required to possess a valid Texas Driver's License and liability insurance as required by law. Evidence of the required driver's license and liability insurance must be kept in the employee's personnel file.
  - 2. Employees eligible for car allowance are required to record on a daily basis, odometer readings before and after business use, showing total business miles driven each day.
  
- B. Out-of town travel is permitted only after approval is received from President.

The request for approval, when written approval is required, must contain the following information:

- persons traveling;
- purpose of trip;
- destination and duration of trip;
- detail listing of estimated costs;
- necessity of trip and expected benefit to the program; and

**Attachment 6**

**SWPS Operational Policies**

## SWPS Operational Policies

### Enrollment

To enroll from another school, students must provide a copy of their transcript, social security card, shot record and verification of residence in Bexar County and age of student. Upon receipt of these documents, students will complete a SWPS registration form and a student agreement.

To enroll as a dropout, students must provide withdrawal documentation from the last school attended in lieu of the transcript.

### Attendance

Students must maintain a 90% attendance rate to receive credit for course work. Students with attendance problems have two options to achieve the 90% benchmark. Since SWPS will be open during many student holidays, students may makeup time at a 2 for 1 hourly rate. One hour in class equate to two hours of holiday attendance time. During final semester week, students not testing may attend on a 2 to 1 hourly rate. The other option is to "bank" school hours before an upcoming excused absence. If a student knows ahead of time that they will be absent, they may make up the days before the absence and not be counted absent if excused. Students may "bank" up to 12 days in a semester. If at the end of the semester a student is denied credit because of attendance, and if they completed the course work with a passing grade, they may be eligible to test out of the course and receive credit by taking a make-up end of the course final the following semester.

Students will attend academic class from 8:30A.M. to 12:30P.M. each school day. Upon arrival students clock in or sign in. Students must clock in or sign in no later than 8:50A.M. to receive full credit for daily attendance. Students arriving after 8:30 will be counted tardy. Tardy time will be made up the same day during break time.

Students are expected to be in class on time from 8:30A.M. to 3:30P.M. Students who work in the afternoon will clock out at 12:30. Employers will maintain attendance and SWPS staff will ensure students average 3 hours of work per day to receive MOCT credit. Students in the community service program must attend class during Phase I and participate in the school sponsored company in Phase II. Students who want to do community service with another non profit may do so with prior approval.

### Change of Address

Students who change their address or telephone are required to file a "change of Address" form in the Principal's office. Proof of residence in Bexar County is required. Any student moving outside Bexar County is no longer eligible to attend SWPS unless special approval is obtained.

**Withdrawal Procedures**

1. Students moving outside Bexar County should withdraw from SWPS unless special permission is obtained from the Principal.
2. If under 18, a parent must come to sign withdrawal papers.
3. All books must be turned in prior to withdrawal.

**Clinic**

In school year 1998, SWPS will utilize the Med Clinic located in the Alamo Hills Center for any health counseling, appraisal, screening, referral and follow up as needed by students.

**Immunization**

All students must be immunized against certain diseases or must present a certificate or statement that, for medical or religious reasons, the student should not be immunized. The immunizations required are diphtheria/tetanus, polio, measles, mumps, and rubella. Proof of immunization may be a personal record stamped by a licensed physician or public health clinic.

**Communicable Disease Control**

SWPS may exclude from school those students who have the following communicable diseases:

- |                                |               |
|--------------------------------|---------------|
| Chickenpox                     | Measles       |
| Head Lice                      | Mumps         |
| Viral Hepatitis A (Infectious) | Pink Eye      |
| Impetigo                       | Scabies       |
| Sore Throat                    | Scarlet Fever |

**Medication**

1. Medication brought to school, to be administered by school officials, must be submitted to school officials along with a written request from the parent and physician.
2. Written record is to be maintained on a "medication log" of all medication received and administered.
3. Non-prescription medicine will not be administered.

**Fees**

Materials that are part of the basic educational program are provided without charge to students. Students are expected to provide their own supplies of pencils, paper, erasers and notebooks.



Students will also be responsible for paying the following if applicable:

Senior ring, club dues, personal physical education equipment and apparel voluntary purchase of pictures, publications etc.

Identification Cards

Damage to school equipment, damaged books or computers.

Voluntary student accident insurance.

Transportation

By presenting a SWPS Identification Card students may ride the VIA bus to and from school for a reduced cash fare.

Tutoring

Tutoring will be available after school at no charge to students.

### **Visitors**

Parents and other visitors are always welcome to visit SWPS. All visitors are requested to notify the Principal upon arrival.

### **Lunch**

SWPS is a "closed" campus. Students not leaving at 12:30P.M. for work are required to eat lunch at SWPS in the break room provided. Students may bring a "brown bag" lunch or eat from vending machines.

### **Grading System**

All students are required to master the essential elements for each course with a score of 70%. Emphasis is on mastery and not score, consequently students may retake tests once if they fail and may score up to a possible 90 points. The scoring system is as follows:

90 - 100	A
80 - 89	B
75 - 79	C
70 - 74	D
69 or Below	F

**Classification**

The following number of units of credit are required for the following classifications:

5 units	10th grade
10 units	11th grade
15 units	12th grade

Course requirements for graduation:

English	4 units
Mathematics	3 units
Science	2 units
Social Studies	
World history or	1 unit
Geography	
US History	1 unit
Government	½ unit
Economics	½ unit
Health	½ unit
PE	1½ units
Computer	1 unit
Electives	6 units
Total	21 units

**Behavior Management Plan**

Students committing any of the following will receive consequences (administrative options) as follows:

1. Drugs/Weapons/Drug Paraphernalia/Alcohol
  - \* Complete affidavits
  - \* Call police and parents for conference
  - \* Suspend 3 days/suspension pending recommendation for expulsion
  - \* Remove student to think tank
  
2. Fighting
  - \* Complete affidavits to determine the degree of involvement so appropriate discipline may be assigned.
  - \* Call police and parents for conference
  - \* Suspend for up to 3 days
  - \* Attend mediation meeting
  - \* Remove student to think tank

3. Tobacco Products

- \* Call parents for conference
- \* Inform students and parents of law

Second Offense

- \* One day suspension

Third Offense

- \* Remove student to think tank

4. Profanity

A. To teacher

- \* Call parents for conference
- \* Suspend for 3 days
- \* Remove student to think tank

B. To student

- \* Call parent for conference
- \* Remove student to think tank

5. Disrespect/Insubordination

- \* Call parent for conference
- \* Remove student to think tank

6. Truancy/Skipping

- \* Call parents
- \* Remove student to think tank

7. Violation of Dress Code

- \* Students are sent home to change

**Student Conduct**

Students have the responsibility to:

1. Attend school daily, except when ill or otherwise lawfully excused, and be on time to classes;
2. Obey school rules;
3. Be prepared for class with appropriate materials and assignments;
4. Exhibit an attitude of respect toward individuals and property;
5. Seek changes in school policies and rules in an orderly and responsible manner, through approved channels;
6. Pursue and attempt to master the essential elements of the curriculum;
7. Dress and appear in a manner that meets reasonable standards of health, cleanliness, safety and appropriateness.

**Teacher Responsibilities**

Teachers have the responsibility to:

1. Maintain an orderly school and classroom environment conducive to learning and good behavior;
2. Follow prescribed curriculum and essential elements and teach to the standards of performance required by SWPS;
3. Comply with school policies, regulations and directives;
4. Exhibit an attitude of respect toward individuals and property;
5. Establish rapport and an effective working relationship with students, parents and other staff member;
6. Assume responsibility for developing and implementing an instructional process which encourages each student to progress at an optimum rate as determined by abilities and interest, while maintaining standards of student behavior in accordance with SWPS policies;
7. Utilize discipline management techniques based consistent, fair and impartial treatment of all students.

**Administrative Responsibilities**

1. Maintain a safe, orderly school environment;
2. Assume responsibility and leadership; for discipline, for due process in working with students and for evaluation of the behavior management program;
3. Provide effective training in discipline management for teachers and directives;
4. Comply with SWPS policies, regulations and directives;
5. Develop a cooperative working relationship with students, parents and other staff members;
6. Exhibit an attitude of respect toward individuals and property;
7. Assume responsibility for developing and implementing an instructional process which encourages each student to progress at an optimum rate as determined by abilities and interests, while maintaining standards of student behavior in accordance with SWPS policies.

**"Winner" Point System**

The following is the "Winner" point system used to track both positive and negative behavior.

Attendance: Present = +5; Excused Absence = -5; Tardy = -5; Unexcused Absence = -10

Academic: Completed Assignments = +5; Completed assignments with a score > 90%, 80%= +10,+5; Incomplete Assignments = -5; Meet academic goal = +10

Conduct: Exemplary Conduct = +10 (exhibit one of the character traits leading to a Winners Certificate of Accomplishment; Improper Conduct = -10; Community Service = +10;

Peer Tutoring = +10

At the end of each week, those students with greater than 100 "Winner Points" will receive a special reward (e.s. field trip, recognition) determined by staff this reward will normally be decided at the beginning of each week to motivate students.

**Think Tank**

The think tank is isolated from other students and a clear "game plan" is implemented that when completed will allow the student to return back to the main classroom. At a minimum a student must earn 100 points, complete academic goals daily, and exhibit behavior that will earn credits toward achieving the Winner Achievement Award in their portfolio of character traits.

Parents will be notified when a student is removed from the main classroom and enters the think tank. If a student is in the think tank for two consecutive weeks, a parent conference is scheduled to explore remedies to the problem.

**Attachment 7**

**Resumes of SWPS Board Members**

## SWPS Board of Directors

Name	Appointment	Title	Address	Phone No.
Dr. Gary Short	Education Representative	Headmaster St. Anthony Catholic High School	1411 Adobe Run San Antonio, Tx. 78232	731-2503
Jeanne Martin	Business Representative	President Career Quest	3610 Hunters Trail San Antonio, Tx. 78230	366-2701
Charlene Smith	Business Representative	Attorney	711 Navarro, Suite 366 San Antonio, Tx. 782305	227-1250
Michael Smith	Hope Presbyterian Representative	Pastor of Hope Presbyterian Professor at St. Phillips College	518 E. Park San Antonio, Tx. 78216	224-5426
TBD	Teacher Representative	TBD		
TBD	Parent Representative	Parent Teacher Organizational President		
TBD	Student Representative	Student Council President		

GARY L. SHORT, Ph.D.  
 1411 Adobe Run  
 San Antonio, Texas 78232  
 (210) 495-7110

## EDUCATION

Doctor of Philosophy, 1987  
 Texas A&M University, College Station, Texas  
 Educational Administration, Business Management (Personnel Management), GPA: 4.0

Master of Science, 1972  
 Baylor University, Waco Texas  
 Counseling, Educational Psychology, GPA: 4.0

Bachelor of Arts, 1971  
 Baylor University, Waco Texas  
 History/Political Science, *cum laude*, GPA: 3.8

Administrative Certification Program, 1978  
 The University of Texas at San Antonio, San Antonio, Texas GPA: 4.0

### Certifications

- \* Superintendency
- \* Mid-Management
- \* Counselor
- \* Language and Learning Disabilities
- \* Language and Learning Disabilities Counselor
- \* Secondary - Social Science

## PROFESSIONAL ACCOMPLISHMENTS

- \* Coordinated "Basic Math, Science and Writing Skills: computer curriculum development project with Brooks Aerospace Engineers for North East ISD
- \* Member and Chairman of District Computer Planning Committee
- \* Co-founder of South Texas Middle School League
- \* Three time President of South Texas Middle School League
- \* Initiator of "Spectrum of Successes" (Middle School Curriculum Fair)
- \* Past Board Member of Texas Middle School League
- \* District III Chairman of Southern Association of Colleges and Schools
- \* Texas Representative to SACS Secondary Commission and Standards Committee, Frequent Chairperson, Consultant and Facilitator
- \* Member of Baylor University School of Education Advisory Board
- \* Presenter at Four National, Three Regional and Eight State Conferences
- \* Author of Several Articles on Curricular Leadership and Behavior Management
- \* Co-author of *Hands-on Leadership Tools for Principals (1996)*



**GARY L. SHORT, Ph.D. - Page 2**

**WORK EXPERIENCE**

- 1995 - Present      **UNIVERSITY OF THE INCARNATE WORD, San Antonio, Texas**  
**Associate Professor of Education**  
**Principal, St. Anthony Catholic High School**  
 Responsible for providing leadership for a new college preparatory program; teaching educational leadership and curriculum courses and assisting in the development of a doctoral program in educational leadership/organizational effectiveness.
- 1988 - 1994      **UNIVERSITY OF TEXAS AT SAN ANTONIO, San Antonio, Texas**  
**Lecturer in Educational Leadership and Curriculum**
- 1974 - 1995      **NORTH EAST INDEPENDENT SCHOOL DISTRICT, San Antonio**  
**Director of Curriculum and Instruction (1988 - 1995)**  
 Responsible for curriculum/instructional program for 47 schools; supervision of staff of 15 people; planning for building of new middle school and three new elementary schools. Active in staff development of teachers and administrators and in the mentoring of new principals.
- Principal, Edward H. White Middle School (1982 - 1988)**  
 Responsible for personnel, curriculum/instruction and overall leadership in the school (1100-1300 students).
- Assistant Principal, Madison High School (1979 - 1982)**  
 Responsible for the academic departments, discipline; transportation, student activities, calendar, fine arts, attendance, graduation, vocational areas, etc.
- Assistant Principal, Nimitz Middle School (1978 - 1979)**  
 Responsible personnel, fine arts, discipline, student activities, attendance, maintenance, etc.
- Social Studies Teacher, Roosevelt High School (1974 - 1977)**  
**Department Chairman, Madison Middle/High School**
- 1972 - 1974      **WACO INDEPENDENT SCHOOL DISTRICT, Waco, Texas**  
**Social Studies & Special Education Teacher, University Junior High**  
 Served as Summer Curriculum Writer.

**GARY L. SHORT, Ph.D. - Page 3****WORK EXPERIENCE (continued)**

- 1973 - 1974            McLENNAN COMMUNITY COLLEGE, Waco, Texas  
                          **Summer/Night College Guidance Counselor**
- 1971 - 1972            BAYLOR UNIVERSITY SCHOOL OF EDUCATION, Waco Texas  
                          **Graduate Teaching Assistant, Educational Psychology**

**HONORS**

- \* Superintendent's Award (1988, 1989, 1990, 1991, 1992, 1993, 1994)
- \* Alpha Chi (Scholastic Honor Fraternity)
- \* Phi Delta Kappa
- \* Premier Principal (State PTA, 1983)
- \* Outstanding Lion of the Year (1983, 1984, 1985)
- \* Outstanding Young Man of San Antonio (1982)
- \* DeMolay Legion of Honor (1982)

**COMMUNITY ACTIVITIES**

- \* Member, Lion's Club
- \* Member, Optimist Club
- \* Advisor, Albert Pike Chapter Order of DeMolay
- \* Board Member, Boysville, Inc.
- \* Board Member and Chairman of Educational and Social Policy committee, Baptist Healthcare System
- \* Board Member, Texas Commercial Training Institute
- \* Sunday School Teacher

**SKILLS**

- \* Certified Curriculum Auditor (AASA)
- \* NASSP Administrator Assessor
- \* Computer Applications
- \* Dupont Trainer
- \* Organizational/Communication Effectiveness Consultant

**INTERESTS**

- \* Sports (Tennis, Baseball)
- \* Vocal and Instrumental Music
- \* Reading

**GARY L. SHORT, Ph.D. - Page 4**

**REFERENCES**

Dr. Reginald Traylor, Dean of Graduate School  
University of the Incarnate Word  
4301 Broadway  
San Antonio, Texas 78209  
(210) 829-3157

Dr. Steve Stark  
Associate Professor  
Texas A&M University  
Harrington Education Center  
College Station, Texas 77843-0100  
(409) 845-2656

Dr. Bill Lamkin  
Professor, Former Dean, School of Education  
Baylor University  
Waco, Texas 76798  
(817) 755-3111

Mary Ellen Glaze  
Executive Director of Curriculum  
North East ISD  
8961 Tesoro Drive  
San Antonio, Texas 78217  
(210) 804-7165

Max Webb, Educational Consultant  
P.O. Box 403  
Bulverde, Texas 78163  
(210) 980-3882

3610 Hunters Trail  
San Antonio, Texas 78230

Home: (210) 493-9810 -  
Office: (210) 366-2701

**RESUME**  
of  
**JEANNE R. MARTIN**

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**PROFILE:**

- Over 20 years experience in marketing, business development and top level management to include development, design and implementation of marketing strategies.
- Over 20 years experience in intangible sales, i.e., recruiting students for proprietary schools with programs ranging from Certificate to Associate Degree level.
- Experienced in public relations, corporate management and conference planning.
- Experienced in recruiting domestic, foreign and government contract students.
- Proven reputation of getting the quality job accomplished with honesty and integrity; from day to day management, business and industry networking, corporate interactions and projects, to legal necessities.

**EXPERIENCE:**

*President/Co-Founder*  
Career Quest, Inc.  
San Antonio, Texas

Coordinated and directed the Staff and Faculty in those activities associated with the founding of Career Quest Inc., i.e., development and design of curriculum and instructional methods culminating from over 40 years of experience of its founders. Developed and implemented marketing strategies designed specifically for short-term training course, including hiring and training of an Admissions Representative sales force. Developed and implemented records and reports that not only monitored the school administration but provided a systematic flow of information to school management as well as the Texas Workforce Commission. Coordinates and directs the activities of the Staff and Faculty in the administration and training of the school which is involved in preparing students for entry into the job market in areas of the Travel/Tourism industry and the Business/Computer fields.

1996 - Present

***Director/Administrator***

Hallmark Institute of Technology  
San Antonio, Texas

Coordinated and directed the efforts and activities of the Staff and Faculty in the administration and training of the school which is involved in preparing students for entry into the job market in areas of Business, Electronics and Aviation Maintenance. Managed and directed school staff from day to day concerns to design and implementation of long term goals. Developed and implemented marketing strategies. Developed and implemented records and reports utilized by client in analyzing production and advertisements, student attendance, and default management. Orchestrated transition from Texas Education Agency to the Texas Higher Education Education Coordinating Board. Proposed, monitored and supervised report transactions and unions with government agencies, i.e., Veterans Administration, Job Training Progress Act, Dislocated Workers and Texas Rehabilitation. 1979 - 1996

***Director of Admissions***

Apollo Business & Technical School  
(Subsidiary of the University of Phoenix)  
Austin, Texas

Responsible for design and implementation of marketing programs geared toward increased sales and profits for a school involved in preparing students for entry into the job market in areas of Computers, Electronics, Secretarial and Bookkeeping. Hired and trained Admissions Representative sales force, High School Representatives and Job Surveyors. Responsible for community relations to embrace the Admissions effort. Responsible for establishment and maintenance of an annual budget for marketing, advertising and training requirements for the Admissions staff. 1984 -1985

***Admissions Representative***

Bryman School  
Houston, Texas

Interviewed and enrolled prospective students into Medical and Dental assisting programs. Consistently in the top "10" nation wide with quality production. 1975 - 1977

***Admissions & Management Officer***

Fashion IV Finishing and Merchandising School  
Kansas City, Mo; Houston, TX; Tulsa, OK; and Miami, FL

Responsible for the recruitment and sales of prospective students in a four state area \*\*\* Missouri, Texas, Oklahoma and Florida. Responsible for the training of sales personnel. Conducted seminars and workshops in marketing and sales. Created and managed telemarketing department. 1970 - 1975

**CONSULTING EXPERIENCE:**

During the past five years served as a "Team Leader" for the National Accrediting Commission, ACCSCT. Was responsible for inspecting and satisfying accrediting credentials and fiscal capabilities of proprietary schools throughout the United States for accreditation by the national body. More recently have been designated as a field reader representative for the Texas Higher Education Authority to review and determine the eligibility of prospective proprietary schools applying for accreditation with that state body.

**BOARD & COMMITTEE MEMBERSHIP:**

- Board of Directors, Riojas Enterprises Inc., Kansas City, Kansas
- Advisory Committee, Business Career High School, San Antonio, Texas
- Advisory Committee, Texas Workforce Commission, Austin, Texas

**EDUCATION:**

- Stephens College, Columbia, MO, B.B.A.
- Fashion IV Finishing and Merchandising School  
Public Relations, Merchandising and Professional Sales

**SPECIAL SKILLS:**

- Public Speaking
- Presentation of Seminars/Workshops
- Conference Planning
- Computer Literacy (Macintosh Computer), Windows 95, Works, Word, Quickbook and Quattr

**PROFESSIONAL DEVELOPMENT:**

Have attended many professional seminars, to numerous to list herein, the more prominent of those however being:

- Completed Tom Hopkins International Seminar on the Advanced Sales Training Course in Professional Selling, A to Z.
- Completed Lou Tice (Pacific Institute) National Seminar on Investment in Excellence.
- Completed Fred Pryor Seminar on Evelyn Woods Reading Dynamics for Business Professionals.
- Texas Education Agency Directors Workshop.
- Career College Association Team Leader Workshop.

References available on request.

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**EDUCATION:**

Trinity University, San Antonio, Texas - M.A., Sociology and Religion

Southwestern Seminary, Ft. Worth, Texas - M. Div., Theology

Baylor University, Waco, Texas, B.A., History

**EMPLOYMENT:**

1982 - Present      Counseling Associates of San Antonio, San Antonio, Texas

1978 - Present      Hope Presbyterian Church, San Antonio, Texas

1971 - Present      St. Philips College, San Antonio, Texas

1972 - 1978      Faith United Church, New Braunfels, Texas

1966 - 1971      Bethany United Church, San Antonio, Texas

1962 - 1966      First Baptist Church, Austin, Texas

1959 - 1962      Western Hills Baptist Church, Ft. Worth, Texas

**PROFESSIONAL ASSOCIATIONS:**

President, Local Chapter, American Association of University Professors

Chairman, Faculty Development Committee

Chairman, Cooperative Ministries in Higher Education

Member, Affirmative Action Task Force

Member, Black Heritage Committee

American Association of University Professors

Community College Humanities Association

Phi Delta Kappa

Smithsonian Association

Texas Junior College Teachers Association

**SERVICE ASSOCIATIONS:**

Vice President, Tobin Hill Neighborhood Association

President, King's Court Housing Foundation

Board Member, San Antonio's Half Way House

Board Member, American Civil Liberties Union

Board Member, Guardianship, Inc.

Member, Humanities Committee, Guadalupe Cultural Center

**WORKSHOPS CONDUCTED:**

Maximizing the Humanities, UT - Austin, College of Education. Teaching the Humanities, UT - Austin, College of Education. Surviving the Breakup, St. Philip's College, Cooperative Ministry Center. The Dating Game, St. Philip's College, Cooperative Ministry Center. The Death of God on a College Campus, St. Philip's College, Cooperative Ministry Center.

**EDUCATION:**

Legal St. Mary's University School of Law, Juris Doctor granted, May 1992 - San Antonio, Texas  
Graduate University of Texas Health Science Center, M. S. In Nursing, December 1978 - San Antonio, Texas  
Undergraduate Texas Christian University, B. S. in Nursing, May 1975 - Fort Worth, Texas  
Professional Licensure, Registered Nurse - Texas, State of Texas #234314, 1975 - Present

**EXPERIENCE:**

Legal Warncke & Gonzales, P. C. - Law Clerk, 1990 - 1992  
Law Offices of Cross & Smith - Partner 1993 - 1996 General Practice  
Law Office of Charlene J. Smith - Individual Practitioner, General Practice, 1996  
Christian Women's Job Corps - Coordinator of Placement and Development, 1996

**SPECIALIZED TRAINING:**

Internship - Health Care Law - University Medical Center, San Antonio, Texas, Spring 1992  
Basic Mediation Training - 40 hours - December 1995, Texas Women's University Dept. of Continuing Education  
Family Mediation Training - 24 hours - June 1996, ADR Services International

**EMPLOYMENT:**

1994-Present Staff RN, Mental Health Services, San Antonio Community Hospital, - San Antonio, Texas [Part-Time]  
1993 - 1996 Law Partner, Law Offices of Cross & Smith - San Antonio, Texas  
1990 - 1992 RN II, Special Services, Geriatric Psychiatry, Villa Rosa Hospital, San Antonio, Texas [Part-Time]  
1981 - 1989 Faculty, Department of Nursing, San Antonio College - San Antonio, Texas  
1986 - 1988 Staff RN, Newborn Nursery, Medical Center Hospital - San Antonio, Texas [Part-Time]  
1981 - 1984 Staff RN, Emergency Room, Southwest General Hospital - San Antonio, Texas [Part-Time]  
1980 - 1981 Staff RN, Nurse Administered Unit, Audie Murphy VA Hospital - San Antonio, Texas  
1979 - 1980 In-service Instructor, Santa Rosa Hospital - San Antonio, Texas  
1977 - 1979 Staff RN, Coronary Care, Methodist Hospital - San Antonio, Texas  
1976 - 1977 Public Health Nurse II, San Antonio Metro Health District - San Antonio, Texas  
1975 - 1976 Staff RN, Intensive Care Unit, St. Joseph Hospital - Fort Worth, Texas

**AFFILIATIONS:**

Board Member, H.B.J. Foundation  
Board Chairperson, Bexar County Dispute Resolution Center Board, Bexar County Justice Center  
Advisory Board Member, Habitat for Humanity - Nurse's House  
Member, Nursing Advisory Council, University of Texas Health Science Center, San Antonio, Texas  
Member, Advisory Council for School Based Clinics, San Antonio Independent School District

**ADDITIONAL SKILLS:** Windows, WordPerfect 7.0, Elementary Spanish

**PERSONAL:** Serious computer student, enjoys travel, quilting, fishing, and Bible study.



**Attachment 8**

**Resumes of SWW Board Members**

**SWW Board of Directors**

<b>Name</b>	<b>Board Position</b>	<b>Title</b>	<b>Address</b>	<b>Phone No.</b>
George Cisneros	Secretary	Attorney	1302 E. Travis San Antonio, Tx.	228-9092
C. Breuleux	Director	Consultant	322 Stonewood San Antonio, Tx.	490-2036
R. Bhagat	Treasurer	Accountant	1248 Austin Hwy., Suite 220 San Antonio, Tx. 78209	829-8017
J. Hipp	Chairman	Business	1248 Austin Hwy., Suite 220 San Antonio, Tx. 78209	829-8017

**CHAIRMAN OF BOARD  
JOYCE M. HIPPI****EXPERIENCE**

**Southwest Winners/Southwest Resource Development**, San Antonio, Texas, 1984 to present. Under Ms. Hipp's guidance, both companies have linked her business background and expertise with JTPA services to the advantage of the business community and the economically disadvantaged of San Antonio. By combining a business approach to JTPA, SWW has exceeded performance standards in the JTPA arena and introduced JTPA hiring strategies, in companies as part of their human resource development, to the advantage of both. Ms. Hipp has directed JTPA IIA and IIB programs for five years. She is involved in the overall program management and has intimate knowledge of program details at the local, state and federal level. Ms. Hipp has established a JTPA firm that is well respected in the community at large and by the business sector, local school districts and JTPA service providers. SWW is known for being innovative in its approach to the design and implementation of its JTPA programs and for achieving outstanding results.

Experienced in the coordination of JTPA resources with JTPA program requirements. Oversees operational aspects of JTPA summer youth programs and adult employment and training programs. Develops formal plans and proposals of JTPA programs and requests for proposals. Interfaces with Alamo SDA providers, SAW, Department of Community Initiative staff and Texas Department of Commerce, to provide the best possible service for JTPA participants.

As current President of Southwest Resource Development (SRD), Ms. Hipp has successfully managed contracts with the Department of Energy, Department of Defense, Air Force and Environmental Protection Agency, meeting or exceeding all performance requirements of each contract.

As a small, native American, woman-owned and operated business, SRD has over fifty employees in six locations throughout Texas. Mr. Hipp has been recognized as the U.S. SBA's Advocate of the Year, an Arthur Young nominee as the Venture Magazine Entrepreneur of the Year, Woman in Business Advocate of the Year by the South San Antonio Chamber of Commerce. In 1993 as a result of Southwest Winners and Ms. Hipp's success with a women owned business contract, was selected by the Air Force to serve (one of twelve in the nation) on the U.S. Air Force Women in Business Advisory Council under the Secretary of the Air Force.

**United States Air Force**, San Antonio, Texas, 1981 to 1984.

Prior to starting her own business, Ms. Hipp was Deputy Director of the Air Force Civilian Appellate Examining Agency with offices in San Antonio. She directed the staff in investigating over 800 cases annually to insure legal compliance with Title VII and Equal Employment Opportunity case law and to arbitrate employee management grievances. She also served as Arbitrator and Investigator.

**United States Air Forces - Europe in Germany, Germany, 1977 to 1981.**

From 1977 to 1981, Ms. Hipp served on the staff of the United States Air Forces-Europe in Germany as Manpower and Budget Program Manager, managing a \$260,000,000 civilian employment program for 13,000 employees. She has a thorough background in all aspects of personnel management; human resource programs.

Experienced in management of programs and supervision of staff engaged in recruiting, employee relations, grievance arbitration, discrimination complaint investigation, administration, information systems management, human resource development and placement.

Operated a comprehensive program evaluation of base and command level personnel programs including position classification, position management, recruitment, staffing and training.

Completed projects including organization design, policy analysis, staffing procedures, organizational assessment, preparation of appeals decisions, development of qualification standards and merit promotion programs and written agency comments to proposed OPM standards and regulations.

Federal Women Program Manager for United States Air Force-Europe; managed tri-service (Air Force, Army and Navy) special emphasis program.

Performed program evaluation for several separate operating locations. Provided Equal Employment Opportunity consultation and personnel consulting services to affiliated offices.

**EDUCATION**

Graduate Air War College, Air University, Maxwell, Alabama.

Management Development, United States Office of Personnel Management.

Arbitration Advocacy, American Arbitration Association.

Advanced Personnel Staffing, Advanced Employee Relations and Equal Employment Opportunity Counseling, United States Air Force Personnel Development Center.

Personnel Development, Leadership and Management Development Center, Air University, Montgomery, Alabama.

**ACCOUNTANT**  
**RAVINDRA M. BHAGAT**

**EXPERIENCE**

**Southwest Winners/Southwest Resource Development**, San Antonio, Texas, 1988 to present.  
Working as an experienced Accountant and Financial Officer. Maintains corporate accounting records and prepares management and financial reports. Responsible for cost standards, expense budgets, income forecast, planning and programs for capital investment and financing. Responsible for reporting to governmental agencies including the Internal Revenue Service. Protects assets of the business. Establishes and maintains adequate internal controls and assures proper insurance coverage. Prepares annual budgets, in conjunction with the President, covering all activities of the business and contract requirements. Conducts cost analysis and pricing for products. Responsible for all budgetary planning and projections. Manages cash flow; financial analysis, evaluations and projections. Conducts internal audits of agency's programs.

Over 12 years in the Job Training Partnership Act programs with zero audit exceptions. Over 12 years in for profit and non-profit corporations, increasing cash flow, reducing expenses. Over 7 year in negotiating contracts with Federal, State and Local government agencies.

**B & L Enterprises**, Austin, Texas, 1986 to 1987.

As Chief Financial Officer maintained accounting record of establishment and prepared management and financial reports. Responsible for cost standards, expense budgets, capital investment, financing reporting to governmental agencies, establishing and maintaining adequate internal controls and preparation of annual budgets.

**Ella Austin Community Center**, San Antonio, Texas 1980 to 1987.

As Chief Financial Officer of the Agency, handled all Comptrollership and Treasury functions. Responsible for all budgetary planning and projection, managed cash flow, financial analysis, evaluations and projections, conducted internal audits of programs and prepared management reports.

**CERTIFICATIONS**

Certified Public Accountant

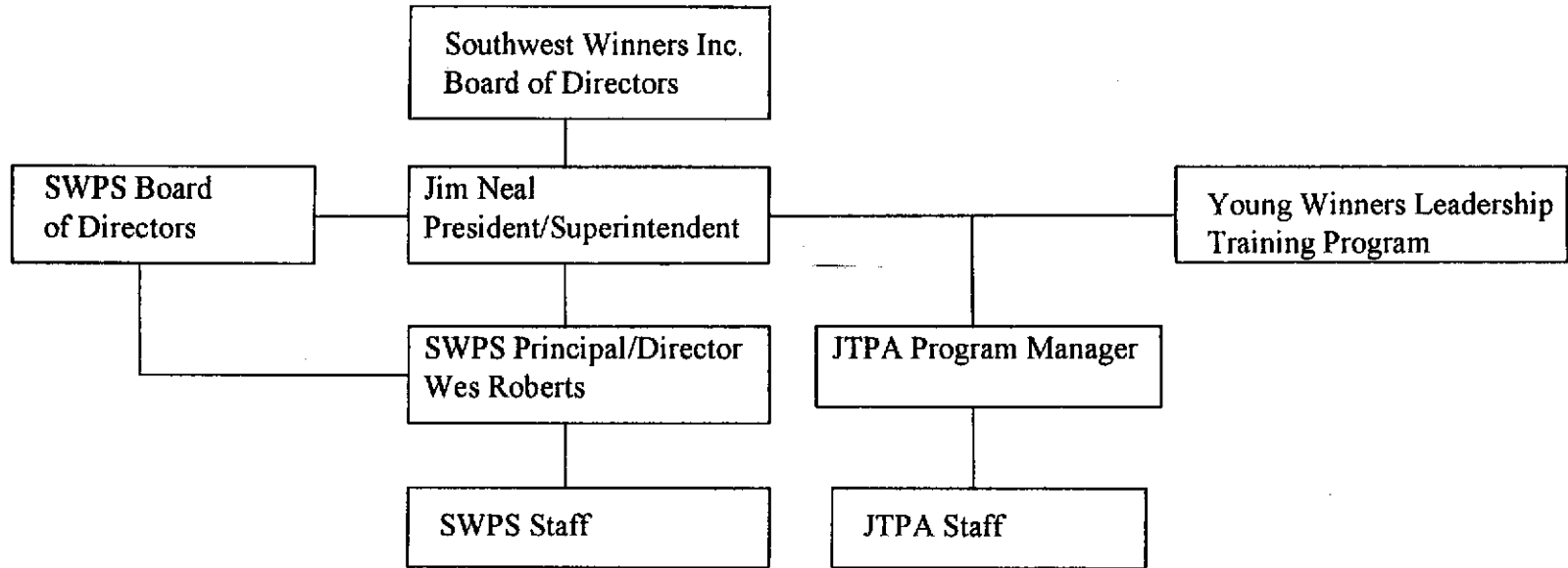
**EDUCATION**

**University of Texas at El Paso**, El Paso, Texas, BA in Accounting.

**Merced College**, Merced, California, AA in Accounting and Data Processing.

**Attachment 9**  
**Organization Chart**

### Organizational Chart



## **Attachment 10**

### **Curriculum**

- \* Graduation Requirements**
- \* Courses Offered**
- \* Course Descriptions**
- \* Sample Syllabus - English**
- \* Software Curriculum (ALS)**
  - TAAS and TEKS Correlation**
  - Teacher Guide**
  - High School Planning Manual**
- \* TEA Approved Textbooks**
- \* Computer Learning Works Competency for  
Pre-employment/Work Maturity**
- \* GED Curriculum**
- \* Sexual Abstinence Curriculum**



**SWPS GRADUATION REQUIREMENTS**

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ENGLISH .....	4 Units
MATHEMATICS .....	3 Units
SCIENCE .....	2 Units
SOCIAL STUDIES	
World Geography .....	1 Unit
World History .....	1 Unit
United States History .....	1 Unit
Government .....	½ Unit
Economics .....	½ Unit
PE .....	1½ Units
HEALTH .....	½ Unit
ELECTIVES .....	6 Units

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TOTAL .....	21 Units
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Listed Below are the academic courses offered at SWPS:

## A. Language

1. English I - IV
2. Spanish I - II
3. French I

## B. Mathematics

1. Consumer Math/math of Money
2. Algebra I
3. Informal Geometry
4. Geometry
5. Algebra II
6. Trigonometry/PreCalculus (2nd year of operation)

## C. Science

1. Environmental
2. Physical
3. Biology
4. Chemistry
5. Health
6. Physics (2nd year of operation)

## D. Social Studies

1. US History
2. World History
3. World Geography
4. Government
5. Economics

## E. Electives

1. Public Speaking
2. Music Appreciation
3. Art I - II
4. Marketing
5. Business Office Skills
6. Computer Applications
7. Pre-Employment/Work Maturity
8. Sociology
9. Psychology
10. Child Development/Parenting

## F. Vocational

1. Community Service
2. Multiple Occupational Career Training

## G. Physical Education

## English - Language Arts

### English I

English I emphasizes theme, form, point of view, and character study in all types of literature, including a Shakespearean play. Writing grows out of reading with emphasis on expository, persuasive, and descriptive writing in paragraph form. The thesis sentence is introduced. Vocabulary development is stressed. There is a review of basic grammar with concentration on sentence variety, especially through the use of subordinate clauses. Basic research skills are reviewed and practiced.

1 Year Course

½ Unit Per Semester

### English II

The sophomore English course continues the study of structure and theme in short stories, novels, plays, poems, essays, and satires. The study of grammar emphasizes coherent sentence structure and subordination of phrases and clauses. Instruction in expository writing concentrates on logical organization and the use of specific evidence to support the thesis statement. A simple research paper is written.

1 Year Course

½ Unit Per Semester

### English III

The junior English course focuses on readings from American authors from the Colonial Period into the twentieth century—nonfiction, short stories, novels, plays, and poems.. There is a review of grammar and usage which centers upon correcting weaknesses found in the students' writings. The course continues to emphasize vocabulary development and introduces basic research techniques, resulting in a short research paper. A variety of writing experiences develops skills for coherent, clear, and effective communication.

1 Year Course

½ Unit Per Semester

### English IV

This senior English course surveys the major authors, periods, forms, and works of English literature. A study of selected examples of world literature is also conducted. Students will analyze the major features of a literary work: character, plot, setting, theme, point of view, imagery, style, tone, figurative language, allusion. Directed individual research reinforces class study. This course also emphasizes the analysis of ideas in written discourse, including forms of logical reasoning, common fallacies, and techniques of persuasive language. Students will follow an intensive writing program, using the composing process to write various forms of discourse according to each of the commonly recognized patterns of organization. Longer compositions will incorporate outside information with documentation.

1 Year Course

½ Unit Per Semester

### English IV Dual Credit - San Antonio College

This course also emphasizes the analysis of ideas in written discourse, including forms of logical reasoning, common fallacies, and techniques of persuasive language. Students will follow an intensive writing program, using the composing process to write various forms of discourse according to each of the commonly recognized patterns of organization. Longer compositions will incorporate outside information with documentation. Selected readings will be assigned. Students will pay the SAC tuition charge and earn three hours of college credit per semester.

1 Year Course

½ Unit Per Semester

## Foreign Language

## APPLICATION

### Spanish I

Through the imitation, repetition, and analysis of specified sentences, students are expected to acquire accurate pronunciation and habits of correct usage of the fundamental patterns of Spanish. Through variation of these sentences in pattern drills, extensive question-answer drills, and situational contexts, the students are guided to express their own thoughts. As the skills of aural comprehension and speaking are strengthened, students learn to read and write what they can say. At the end of level I, they should possess the ability to engage in simple conversations, coherently expressing themselves within the limitations of their knowledge of vocabulary and structure.

1 Year Course

½ Unit Per Semester

### Spanish II

Development of each of the four skills introduced in level I continues to be the aim of the level II course. Emphasis is placed upon expansion of vocabulary, while at the same time stressing reinforcement and amplification of accurate and fluent use of the structural elements of Spanish, both in spoken and written form. To achieve this objective, the student is guided through reading, discussion, and personal application of dialogues, as well as longer narratives. These materials, based upon the everyday activities of Spanish-speaking people, give the student some insight into Spanish and Spanish-American attitudes and interests.

Prerequisite: Spanish I

1 Year Course

½ Unit Per Semester

### French

Through the imitation, repetition, and analysis of basic dialogue sentences and extensive question-answer drills, the student is expected to acquire accurate pronunciation and habits of correct usage of the fundamental patterns of French. As the skills of aural comprehension and speaking are strengthened, the student learns to read and write what he can say.

Prerequisite for 8th graders who may be allowed to take this course for high school credit: B average in English

1 Year Course

½ Unit Per Semester

# Mathematics

## APPLICATION

### Mathematics of Money

The course is designed to acquaint the student with the real world decisions facing them and their money. Topics covered include: wages vs. Salaries, overtime pay, consumer credit, investments in the stock market, housing, insurance (home, health, life, automobile), and federal, state, and local taxes. This class is based on computations; however, discussion brings to life the actual "real world" importance of knowing how to make decisions about the use of one's money.

1 Year Course

½ Unit Per Semester

### Informal Geometry

Informal Geometry is an alternative to the axiomatic, deductive approach to geometry. The course focuses on geometric concepts and applications rather than proofs. Students who do not need a college preparatory course can take informal Geometry after Pre-Algebra. Topics include measurement, geometric figures and shapes, perpendicularity, parallelism, congruence, similarity, constructions, coordinate geometry, right triangles, areas, perimeters, and volumes.

Prerequisite: Pre-Algebra  
1 Year Course

½ Unit Per Semester

### Algebra I

Algebra I is the foundation course in the formal mathematics sequence. Included in this course is the study of the real number system, directed numbers, expressions, equations and inequalities, solutions of quadratic equations, and the solution of real world problems.

Prerequisite: 9th graders: 70 or above in eighth grade math and teacher recommendation  
1 Year Course

½ Unit Per Semester

### Geometry I

Geometry I includes basic concepts of plane, solid, and coordinate geometry taught as a deductive science. The topics studied include the relations of perpendicularity, parallelism, congruency, similarity, equality and inequality. Constructions with compass and straight-edge, ratio and proportion, areas and volumes, relationship among angles, arcs, and line segments related to circles and spheres.

Prerequisite: A grade of 75 or higher in Algebra I  
1 Year Course

½ Unit Per Semester

### Algebra II

Algebra II is a continuation of the concepts studied in Algebra I, extending into such topics as linear, quadratic, exponential, rational, and irrational functions, quadratic relations, complex numbers, and sequences and series.

Prerequisite: Algebra I and Geometry  
1 Year Course

½ Unit Per Semester

### Trigonometry/Pre-Calculus Mathematics

Trigonometry extends the concepts of algebra and geometry and prepares students for subsequent mathematics courses as well as physics, engineering, and later college courses. The role of circular and trigonometric functions is emphasized in developing ideas associated with periodic functions, angles, triangles and vectors, and providing applications of trigonometric concepts.

Pre-Calculus presents topics which include a study of linear, polynomial, and transcendental functions, matrices, vectors, analytic geometry, other coordinate systems, sequences and series, probability, and statistics. A student who completes this course should be well prepared to study calculus and discrete mathematics.

Prerequisite: Algebra II and Geometry  
1 Year Course

½ Unit Per Semester

## Science

## APPLICATION

### Physical Science

This is an introductory science course presenting basic physics and chemistry concepts. It prepares students for more advanced science courses; in addition, it is the prescribed course for those students who do not plan any additional study of physics or chemistry.

1 Year Course

½ Unit Per Semester

### Biology I

This course is directed toward a better understanding and appreciation of major life processes and the experience of learning by an investigative approach. It focuses on selected topics of biology which are important in everyday life. It is designed for students who may be college-bound (CB) but as non-science majors. This course counts as Biology I for a graduation requirement, but it has content different from Biology I CSP.

1 Year Course

½ Unit Per Semester

### Environmental Science

This is a laboratory course which investigates problems which threaten long-term survival on the planet Earth. Problems include global warming, world hunger, control of nuclear energy, water and air pollution, waste disposal, conservation of resources, alternate fuel sources, etc.

1 Year Course

½ Unit Per Semester

### Physics I

This course provides a systematic introduction to classical physics and emphasizes the development of problem solving ability as well as critical thinking skills. The topics include mechanics, light, sound, electricity and magnetism. This course provides a foundation for students who plan to take at least one physics course in college. This would include those students who plan to study pre-medicine, life sciences, or other areas of study where an algebra/trig. Based physics course is required. It also serves the needs of non-science majors whose horizons can be broadened by an understanding and appreciation of the physical world.

Prerequisite: Trigonometry/Pre-Calculus taken concurrently or Algebra II with approval of physics teacher, math teacher and physics teacher, 80 or above in Chemistry I and Algebra II.

1 Year Course

½ Unit Per Semester

### Chemistry I

Chemistry is the study of the composition of matter and the changes it undergoes. The regular high school chemistry course is college preparatory. It emphasizes theoretical concepts of general chemistry in both lecture and laboratory settings. The course includes mathematical applications which require skill in basic algebra.

Prerequisite: Completion of Algebra I or higher level math.

1 Year Course

½ Unit Per Semester

**World Geography**

Through a study of physical and human environments, this course deals with the earth, from its climates and land forms, to its people and their cultures. It helps explain why places are the way they are and the enormously varied ways in which people interact with these places. The basis of geographic study is through the study of the five themes in geography which are location, place, relationships within places, movement, and regions.

1 Year Course

 $\frac{1}{2}$  Unit Per Semester**World History Studies**

This course includes study of the history and development of a variety of world cultures, past and present, reflecting geographic distribution, and political, social, and economic influences. Content provides students with a basis for comparing and analyzing various ways of life and cultural patterns, with an emphasis on the diversity and commonality of human experiences and an understanding of how patterns emerged over time. The course is organized chronologically beginning with prehistory and ending with the modern period.

1 Year Course

 $\frac{1}{2}$  Unit Per Semester**United States History**

Content for this second year of United States history (the first year is offered in 8th grade) covers significant people, issues, and events that helped to shape American culture and democracy from 1865 to the present.

Among the major themes that will be studied are America's transition from a rural to an urban nation, the impact of technology, urbanization, migration, and unionization on the economic development of the nation, and the factors involved in the United States' emergence and continuing role as a world power.

1 Year Course

 $\frac{1}{2}$  Unit Per Semester**United States Government**

The study of political science techniques and the major institutions - the executive, legislative, and judicial branches of the United States and Texas government - is the objective of this one semester course. Emphasis is placed on current events to bring the content of the course into daily focus.

1 Year Course

 $\frac{1}{2}$  Unit Per Semester**Economics with emphasis on the Free Enterprise System and its benefits**

This introductory course is designed to provide students with information about basic terms and concepts as found in economics. Topics examined include: characteristics and goals of the free enterprise system and other economic systems, the operation of the theories of supply and demand; the factors of production, the rights and responsibilities of the consumer; and the role of government, business, and labor in the economy.

1 Year Course

 $\frac{1}{2}$  Unit Per Semester

## Preemployment/Work Maturity

Students will work on the computer at their own pace covering the eleven competencies of preemployment/work maturity: making career decisions, using labor market information, preparing resumes, filling out applications, being consistently punctual, maintaining regular attendance, demonstrating positive attitudes and behaviors, presenting appropriate appearance, exhibiting good interpersonal relations, completing tasks effectively, and consumer behavior.

1 Year Course

 $\frac{1}{2}$  Unit Per Semester

## Sociology

Sociology provides opportunities to study individual groups and their basic institutions. Content includes examination of the concepts of culture and society, the process of socialization, the role of values, traditions, and attitudes in society, elements of social institutions, such as family, religion, education, and the roles played by people in various situations and relationships. In addition, various social problems are investigated.

1 Year Course

 $\frac{1}{2}$  Unit Per Semester

## Psychology

As a high school elective, psychology is designed as an introduction to the methods and theories of major psychologists. Included in the content are the study of factors involved in learning, the elements of human growth, development, patterns of human behavior, and applicable psychological terminology.

1 Year Course

 $\frac{1}{2}$  Unit Per Semester

## Parenting and Child Development

This course includes concepts and skills related to the decision to become a parent, responsibilities of parenting, and discipline and guidance of children. Discussion of various types of parenting such as step-parenting, adoptive parenting, and foster parenting are covered. The course focuses on development of children at different ages, character development, and the effects of play. The course includes field trips and guest speakers.

1 Year Course

 $\frac{1}{2}$  Unit Per Semester

## General Public Speaking I

This course begins with group activities such as parliamentary procedure and panel discussions. Individual speech assignments begin with the study of outlining and the three major parts of a speech, the introduction, body, and conclusion. Oratory is also studied. Contest participation is encouraged.

1 Year Course

 $\frac{1}{2}$  Unit Per Semester

## Music Appreciation

This course provides a survey of musical styles "from Bach to Rock," exploring music literature and practices from 1600 to the present. Particular attention is given to similarities between different musical styles - for example, how classical practices relate to jazz and rock and other popular music.

1 Year Course

 $\frac{1}{2}$  Unit Per Semester



## Art I

Art I is designed to provide the basic skills and vocabulary for developing an understanding of the visual arts and the creative processes that put ideas into visual form. Emphasis is on the principles of design that help to organize ideas and the elements of art form into 2-dimensional and 3-dimensional art works: sketching, drawing, painting, collage, ceramics, print making, and advertising art. Studio activities provide a broad exposure to methods and materials for composing art works in a variety of realistic, abstract, and non-objective styles. Art history is related to student art production. Students will engage in evaluations and critiques of own works, other students' and masters' works.

Requirement: Art Fee

1 Year Course

½ Unit Per Semester

## Art II

Art II is designed to further develop Art I concepts and techniques with a core of studio experiences in perspective, color theory, drawing, painting, silk screen, ceramics, sculpture, multi-media, and mixed-media 2 and 3 dimensional design. Art history and appreciation are integrated into the core units. Emphasis is on the use of the technical fundamentals of composition.

1 Year Course

½ Unit Per Semester

## Computer Applications

Students learn the basics skills necessary to use computers and Microsoft windows applications. History of computers is discussed as well as the theory and application of technology to today's world. Students will receive hands on training with a variety of computers and computer components.

1 Year Course

½ Unit Per Semester

## Business Office Services I, II

This course is designed to provide training for jobs requiring semi-skilled knowledge. Instruction in the following machines is given: computer, typewriter, printing calculator, offset press, platemaker, paper binder, paper folder, paper cutter, and padding machine. Telephone training, techniques of job finding, filing, clerical skills, and interpersonal relations are emphasized. Class is two periods per day.

1 Year Course

½ Unit Per Semester

## Principles of Marketing

This cluster course introduces students to the field of marketing, the functions of marketing, the relationships of the marketing functions, the marketing process for both goods and services, kinds of markets, market identification, product planning, packaging, pricing, channels of distribution, physical distribution, market research, promotion, and management.

1 Year Course

½ Unit Per Semester

**Multiple Occupational Career Training**

This course is a work training program in which the student attends school for three or four classroom periods and then goes to a work training station for three or more hours a day. This course will offer students a variety of career, because the training is not limited to one specific career field. The student will select the career he or she would like to follow. This course will try to place the student in a work related area and offer extensive research in that cluster. The classroom portion will be related to all careers and teach general and specific knowledge through a variety of materials available.

Prerequisite: Must be at least 16. Parental, guidance, and teacher consent

1 ½ Unit Per Semester

**Community Service**

Students have an opportunity to explore the requirements of owning and operating a business during class time and applying those skills to working for a school operated xeriscape business.

1 ½ Unit Per Semester

# Physical Education

APPLICATION

## Physical Education - PE

Students must take examinations of the rules of sports such as football, baseball, etc. Students must also enroll in physical activities agreed to by the instructor.

1 Semester

½ Unit

## Health Education

The primary focus is prevention achieved through responsible decision-making. Units of study include mental and emotional health, sex education, family life and responsibility, drug education, chronic and degenerative diseases, communicable diseases, nutrition, environmental health and heredity, consumer health, first aid, and CPR (cardiopulmonary resuscitation).students may enroll in Sexual Abstinence Education. This is a directive method of teaching abstinence education to prevent unwanted pregnancy and sexually transmitted diseases. The curriculum focuses on sexuality commitment and family.

Parental review and approval is required.

1 Semester Course

½ Unit

**Sample Syllabus**

## English I Course Requirements

- I. All students, regardless of English level, will complete the following initial assignment.

**"Where Do I Go From Here?" Essay, 2-3 pages.**

Upon entering SWW, students will first write a formal essay which will be graded. This essay will help determine students' writing curriculum. The 2-3 pages should contain:

- \* An examination of the choices and circumstances which brought them to SWW
- \* A description of the benefits, goals, or advantages of attending SWW
- \* Plans for avoiding negative influences, circumstances, and choices in their future
- \* Descriptions of short (high school/college, etc.) and long-term goals (life past formal education/career aspirations)
- \* Strategies for dealing with where they are and where they want to be

- II. Students reading below the 8th grade level, will choose one or both of the following assignments, after consulting with their instructor:

A. Complete 10 lessons a week in *Computer Learning Works* with a score of 75% or higher.

B. Enroll in "Reading Improvement," I A and/or B, and complete the course(s) assignments.

- III. English I covers fundamentals of different forms of writing: the short story, poetry, nonfiction, drama, the epic, and the novel. Course Requirements include all of the following:

- A. *Elements of Literature, III*, Holt, Rinehart, and Winston.

Assignments will cover Texas Essential Elements (see pages A12-15 in book).

Read the Introduction section of each unit. Choose and read stories from assigned units, answering the corresponding questions entitled: "Identifying Facts" and "Interpreting Meanings".

**Section A** will cover units 1-4:

**Unit 1:** One story from each of the **Short Story** elements sections; *Plot, Character, Setting, Point of View, Theme, and Irony.*

**Unit 2:** One story from each of the **Poetry** elements sections; *Imagery, Similies and Metaphors, Personifications, Rhythm, Sound Effects, Tone, and Ballads and Lyrics.*

**Unit 3:** One story from each of the **Nonfiction** elements; *Personal Essays, Reports on People and Events, Biography and Autobiography.*

**Unit 4:** One story from the elements of **Drama**.

**Section B** will cover units 5-7.

**Unit 5:** William Shakespeare: *The Tragedy of Romeo and Juliet* (All Acts).

**Unit 6:** The Epic: Homer's *The Odyssey* (All Acts).

**Unit 7:** The Novel: George Orwell's *Animal Farm* (All Chapters).

B. **Theme Composition** (One theme composition is required for each semester--two in total) Choose **one** of the following 3 options and write a **3-5 page** essay. Extra credit may be earned, with the instructor's approval, by also orally presenting your composition.

1. Choose one piece of literature that you have read this semester. Define its relevance to you as a teenager, citing its message and universal themes in your analysis. (A listing of themes is found in the back of the textbook, page 892, under "Organization of Contents by Themes"). Relate the passage to a modern-day occurrence or current piece of literature: e.g., a news article, recent book, movie, song, etc. Explain how the piece's form helps or hinders its message.
2. Compare and contrast two pieces of literature that you have read this semester, relating them to universal themes. (A listing of themes is found in the back of the textbook, page 892, under "Organization of Contents by Themes".) Relate how each piece's form helps or hinders its message.
3. Write a creative essay, short story, dramatic skit, or series of poems (3-5) on a topic of your own choosing that has been approved by the instructor. At the end of your work, add a paragraph entitled: "My Literary Form". In this paragraph, explain why you chose this particular literary form for your composition. How does the form help or hinder your message?

C. **Fundamentals of Writing and Grammar**

English I also covers word usage and writing skills. SWW offers two main text options for students to attain these skills: an installed computer program: *A+LS* (#1 below), or a workbook curriculum: *Simplified Learning Systems* (#2 below). Students choose either of those first two options. Should students or the instructor feel more practice is needed, students may work through both options (#3 below). Finally, students may be given writing assignments to augment writing skills development (#4 below).

1. *A+LS* Computer Program: Complete "Language Arts and Writing" as follows:  
Semester A: Do Language lessons 1-30; Do Writing IV.  
Semester B: Do Language lessons 31-60; Do Writing V.  
or
2. *Simplified Learning Systems*: Complete chapter tests:  
Semester A: Months/chapters 2, 3, and 4  
Semester B: Months/chapters 5 and 6
3. Further study and/or practice in areas that still need improvement can be found in *The Writer's Craft: Idea to Expression*, by McDougal and Littell. Each level in Holt, Rinehart, and Winston's *Elements of Literature* has a corresponding grammar/composition book.
4. Additional writing assignments may be made by the instructor, based on the evaluation of students' "Where Do I Go From Here?" Essay.

**D. Semester Final Exam**

Exams will cover the material in Elements of Literature, III. They are a combination of two formats: 1) essays based on the listing of themes found in the back of the textbook:

"Organization of Contents by Themes"\*; and a multiple-choice, true/false, matching, short answer test. Listed below are the choices for the essay. Choose one of the three options; #3 requires the instructor's approval:

1. Write an essay about universal themes, using all of the pieces you have read for the semester and the theme categories listed in bold type in the above mentioned index\*. You must cover 8 of the 16 categories for each Course (A or B), or all 16 categories if you are doing both A and B. Define the meaning of the themes and support that definition by using examples from the literature pieces you read.
2. Using the universal themes in the aforementioned index\*, compare and contrast all of the selections of literature that you have read for this semester.
3. With instructor approval, you may write your own piece(s) of literature, illustrating 5 of the universal themes listed in bold type in the above mentioned index\*. You may do 5 different pieces, or you may incorporate more than one category of themes in an individual piece. Each of your own pieces will have an explanatory paragraph preceding it which explains the universal theme or category being addressed by your own piece. Be sure to note how your piece is an example of the universal category or categories (10 themes for both semesters).

- IV. Alternative or Supplemental Curriculum includes the following CD/Roms (\*with Book):
- A. American Poetry
  - B. \*Huck Finn
  - C. Macbeth
  - D. \*Romeo & Juliet (2 copies of book)
  - E. GED Language and Writing Modules (installed computer program or workbooks)
  - F. See also the English Literature comp-cd list for related works



**English II  
Course Requirements**

I. All students, regardless of English level, will complete the following initial assignment.

"Where Do I Go From Here?" Essay, 2-3 pages.

Upon entering SWW, students will first write a formal essay which will be graded. This essay will help determine students' writing curriculum. The 2-3 page will contain:

- \* An examination of the choices and circumstances which brought them to SWW
- \* A description of the benefits, goals, or advantages of attending SWW
- \* Plans for avoiding negative influences, circumstances, and choices in their future
- \* Descriptions of short (high school/college, etc.) And long-term goals (life past formal education/career aspirations)
- \* Strategies for dealing with where they are and where they want to be

II. Students reading below the 8th grade level, will choose one or both of the following assignments, after consulting with their instructor:

- A. Complete 10 lessons a week in *Computer Learning Works* with a score of 75% or higher.
- B. Enroll in "Reading Improvement," I A and/or B, and complete the course(s) assignments.

III. English II continues the fundamentals of different forms of writing: the short story, poetry, nonfiction, drama, the epic, and the novel. Course Requirements include **all** of the following:

- A. *Elements of Literature. IV*, Holt, Rinehart, and Winston. Assignments will cover Texas Essential Elements (see pages A16-19). Read the *Introduction* section of each unit. Choose and read stories from assigned unit, answering the corresponding questions entitled: "Identifying Facts" and "Interpreting Meanings".

**Section A** will cover units 1-4.

**Unit 1:** One story from each of the **Short Story** elements section; *Plot, Character, Theme, Point of View and Tone, Setting, Symbol, and Irony and Satire* (7).

**Unit 2:** One story from each of the **Poetry** elements sections; *Language Shaped by Imagination, Symbols, Imagery, Rhythm and Meter, Rhyme/Alliteration/ Onomatopoeia, and Tone* (6).

**Unit 3:** One story from each of the **Nonfiction** elements; *Journals and Travel, Informal Essays, Autobiography, and History* (4).

**Unit 4:** One story from the elements of **Drama** (1).

**Section B** will cover units 5-7

**Unit 5:** William Shakespeare: *The Tragedy of Julius Caesar* (1).

**Unit 6:** One story from each of the **Western Tradition** sections; *Classical Mythology, the Bible, and Romance* (3).

**Unit 7:** The elements of a **Novel**; *The Captain's Daughter* (1).

**B. Theme Compositions** (Two per semester; one each from option #1 and #2--four in total)

1. Choose **one** of the following two options and write a **3-5 page** essay. Extra credit may be earned, with the instructor's approval, by also giving an oral presentation of the composition. One composition is required per section A or B.
  - a. Choose one piece of literature that you have read this semester. Define its relevance to you as a teenager, citing its message and universal themes in your analysis. (A listing of themes is found in the back of the textbook, under "Organization of Contents by Themes".) Relate the passage to a modern-day occurrence or current piece of literature: e.g.: a news article, a recent book, a movie, a song, etc. How does the literary form of the piece help or hinder its message?
  - b. Compare and contrast two pieces of literature that you have read this semester, relating them to universal themes and showing how their literary forms help or hinder the communication of their messages. (A listing of themes is found in the back of the textbook, under "Organization of Contents by Themes".)
2. Choose **one** of the following three options.
  - a. For Course A, memorize poetry from Unit Two. For Course B, memorize a speech from the drama units (Units 4 or 5). The poem(s) or drama parts must contain a minimum of 25 lines and must have a sensible starting and stopping place. When you recite them from memory, you will also identify what universal category or themes appealed to you in these passages. Extra credit may be earned, with prior approval, for a visual illustration.
  - b. Choose a topic, with instructor approval. Write two compositions about the same topic: one will be prose and written as a nonfiction report; the other will be creative, full of images and imagination. For the creative piece, choose any form: poem, allegory, skit, song, science fiction, etc. Extra credit may be earned, with prior approval, for either a verbal presentation or for visual illustrations.
  - c. Read a novel or watch a classical movie which has been approved by your instructor. Write a **4-6 page** report giving a summary of the work, explaining at least one major theme in the work, and evaluating the author's ability to communicate his or her message through this piece. Extra credit may be earned, with the instructor's approval, by also giving an oral presentation of your review.

**C. Fundamentals of Writing and Grammar**

English II also includes word usage and writing skills. These skills are already involved in other assignments. Students needing to improve their fundamental writing and grammar skills may choose one or more of options 1-3. Option 4 is at the instructor's discretion.

1. *A+LS* Computer Program

Complete "Language Arts and Writing" as follows:

Semester A: Do Language lessons 1-30; Do Writing IV.

Semester B: Do Language lessons 31-72; Do Writing V.

or

## 2. Simplified Learning Systems: Complete chapter tests:

Semester A: Months/chapters 2, 3, and 4

Semester B: Months/chapters 5 and 6

or

3. Each level in Holt, Rinehart, and Winston's *Elements of Literature* has a corresponding grammar/composition book: *The Writer's Craft: Idea to Expression*, by McDougal and Littell. Students, with the help of the instructor, will cover areas that need improvement.

## 4. Additional writing assignments may be made by the instructor, based on the evaluation of students' "Where Do I Go From Here?" Essay.

**D. Semester Final Exam**

Exams will cover the material in *Elements of Literature, IV*. They are a combination of two formats: 1) essays based on the listing of themes found in the back of the textbook:

"Organization of Contents by Themes"\*; and a multiple-choice, true/false, matching, short answer test. Listed below are the choices for the essay. Choose one of the three options; #3 requires the instructor's approval:

1. Write an essay about universal themes, using all of the pieces you have read for the semester and the theme categories listed in bold type in the above mentioned index\*. You must cover 8 of the categories for each semester. Define the meaning of the themes and support that definition by using the literature you have read as examples.
2. Using the universal themes in the aforementioned index\*, compare and contrast all of the selections of literature that you have read for this semester.
3. You may do 5 different pieces, or you may incorporate more than one category of themes in an individual piece. Each of your own pieces will have an explanatory paragraph preceding it which explains the universal theme or category being addressed by your own piece. Be sure to note how your piece is an example of the universal category or categories (10 themes for both semesters).

IV. Alternative or Supplemental Curriculum includes the following CD/Roms (\*with Book):

- A. American Poetry
- B. Bible Power
- C. Gospels
- D. GED Language and Writing Modules (installed computer program or workbooks)
- E. See also the English Literature comp-cd list for related works

**English III  
Course Requirements**

I. All SWW students, regardless of English level, will complete the following initial assignment.

**"Where Do I Go From Here?" Essay, 2-3 pages.**

Upon entering SWW, students will first write a formal essay which will be graded. This essay will help determine students' writing curriculum. The 2-3 page will contain:

- \* An examination of the choices and circumstances which brought them to SWW
- \* A description of the benefits, goals, or advantages of attending SWW
- \* Plans for avoiding negative influences, circumstances, and choices in their future
- \* Descriptions of short (high school/college, etc.) And long-term goals (life past formal education/career aspirations)
- \* Strategies for dealing with where they are and where they want to be

II. Students reading below the 8th grade level, will choose one or both of the following assignments, after consulting with their instructor:

A. Complete 10 lessons a week in *Computer Learning Works* with a score of 75% or higher.

B. Enroll in "Reading Improvement," I A and/or B, and complete the course(s) assignments.

III. **English III** examines the Literature of the United States in its various forms through its historical periods. Course Requirements include **all** of the following:

A. *Elements of Literature, V*, Holt, Rinehart, and Winston.

Assignments will cover Texas Essential Elements (see pages A14-17 in book).

Read the *Introduction* section of each unit. Read one story from assigned units, answering the corresponding questions entitled: "Identifying Facts" and "Interpreting Meanings".

Semester A will cover units 1-7.

Semester B will cover units 8-13.

B. **Author Biographies:** At the beginning of each unit, research each chosen author using the encyclopedia (on computer CD/Rom or the hardbacks). Write a one page biography about the author and the types of literary forms the author used.

C. Written & Oral Compositions (Three per semester; one each from options 1, 2, 3--six total)

1. Choose one of the following two options and write a **4-5 page essay**. Extra credit may be earned, with the instructor's approval, by also giving an oral presentation of the composition. One composition is required per section A or B.
  - a. Choose one piece of literature that you have read this semester. Define its relevance to you as a teenager, citing its message and universal themes in your analysis. (A listing of themes is found in the back of the textbook, under "Organization of Contents by Themes".) Relate the passage to an American, modern-day occurrence or current piece of literature: i.e.: a news article, a recent book, a movie, a song, etc. Are these themes unique to America or are they experienced elsewhere?
  - b. Compare and contrast two pieces of literature that you have read this semester, relating them to universal themes. (A listing of themes is found in the back of the textbook, under "Organization of Contents by Themes".)
2. Choose one of the following two options.
  - a. Choose a topic, with instructor approval. Write two compositions about the same topic: one will be prose and written as a nonfiction report; the other will be creative, full of images and imagination. For the creative piece, choose any form: poem, allegory, skit, song, science fiction, etc. Extra credit may be earned, with prior approval, for either a verbal presentation or for visual illustrations.
  - b. Read an American novel or watch a classic American movie which has been approved by your instructor. Write a **4-6 page report** giving a review by summarizing the work, explaining at least one major theme in the work, and evaluating the author's ability to communicate his or her message through this piece. Extra credit may be earned, with the instructor's approval, by also giving an oral presentation of your review.
3. One oral presentation is required for English III A and one for B. Your options are as follows:
  - a. For Course A, memorize poetry; for Course B, memorize any passage. The poem(s) or passages must contain a minimum of 30 lines and must have a sensible starting and stopping place. When you recite, you will also identify what universal themes appealed to you in these selections. Extra credit may be earned, with prior approval, for a visual illustration.
  - b. Give an oral presentation for your chosen written composition for option 1 or 2. This presentation, of course, will meet this requirement; it cannot grant extra credit for options 1 or 2 and meet this (#3) requirement.

**C. Fundamentals of Writing and Grammar**

English III also includes word usage and writing skills. These skills are already involved in other assignments. Students needing to improve their fundamental writing and grammar skills may choose one or more of options 1-3. Option 4 is at the discretion of the instructor.

1. *A+LS* Computer Program

Complete "Language Arts and Writing" as follows:

Semester A: Do Language lessons 1-30; Do Writing IV.

Semester B: Do Language lessons 31-72; Do Writing V.

or

## 2. "Simplified Learning Systems"

Successfully complete chapter tests from "Simplified Learning Systems":

Semester A: Months/chapters 2,3, and 4

Semester B: Months/chap. 5 and 6

or

3. Each level in Holt, Rinehart, and Winston's *Elements of Literature* has a corresponding grammar/composition book: *The Writer's Craft: Idea to Expression*, by McDougal and Littell. Students, with the help of the instructor, will cover areas that need improvement.

## 4. Additional writing assignments may be made by the instructor, based on the evaluation of students' "Where Do I Go From Here?" Essay.

**D. Semester Final Exam**

Exams will cover the material in *Elements of Literature, V*. They are a combination of two formats: 1) essays based on the listing of themes found in the back of the textbook:

"Organization of Contents by Themes"\*; and a multiple-choice, true/false, matching, short answer test. Listed below are the choices for the essay. Choose one of the three options; #3 requires the instructor's approval:

1. Write an essay about universal themes, using all of the pieces you have read for the semester and the theme categories listed in bold type in the above mentioned index\*. You must cover 8 of the categories for **each** Semester Course (A or B). Define the meaning of the themes and support that definition by using the literature you have read as examples.
2. Using the universal themes in the aforementioned index\*, compare and contrast all of the selections of literature that you have read for this semester.
3. With instructor approval, you may write your own piece(s) of literature, illustrating 5 of the universal themes listed in bold type in the above mentioned index\*. You may do 5 different pieces, or you may incorporate more than one category of themes in an individual piece. Each of your own pieces will have an explanatory paragraph preceding it which explains the universal theme or category being addressed by your own piece. Be sure to note how your piece is an example of the universal category or categories. (10 themes for both semesters).

IV. Alternative or Supplemental Curriculum includes the following CD/Roms (\*with Book):

- A. American Poetry
- B. \*Huck Finn
- C. \*Little Women
- D. \*Tom Sawyer
- E. GED Language and Writing Modules (installed computer program or workbooks)
- F. See also the English Literature comp-cd list for related works



**English IV  
Course Requirements**

I. All SWW students, regardless of English level, will complete the following initial assignment.

**"Where Do I Go From Here?"** Essay, 2-3 pages.

Upon entering SWW, students will first write a formal essay which will be graded. This essay will help determine students' writing curriculum. The 2-3 page will contain:

- \* An examination of the choices and circumstances which brought them to SWW
- \* A description of the benefits, goals, or advantages of attending SWW
- \* Plans for avoiding negative influences, circumstances, and choices in their future
- \* Descriptions of short (high school/college, etc.) And long-term goals (life past formal education/career aspirations)
- \* Strategies for dealing with where they are and where they want to be

II. Students reading below the 8th grade level, will choose one or both of the following assignments, after consulting with their instructor:

A. Complete 10 lessons a week in *Computer Learning Works* with a score of 75% or higher.

B. Enroll in "Reading Improvement," I A and/or B, and complete the course(s) assignments.

III. **English IV** examines the Literature of Britain in its various forms through its historical periods. Course Requirements include **all** of the following:

A. *Elements of Literature, VI*, Holt, Rinehart, and Winston.

Section A will cover units 1-4.

Section B will cover units 5-7.

1. **Literary Selections:** Read 2 stories per assigned unit. Answer the corresponding questions entitled: "Identifying Facts" and "Interpreting Meanings".
2. **Author Biographies:** For each literary selection, use the encyclopedia (on computer CD/Rom or the hardbacks) to research the author. Write a 1-2 page biography, including details about the author, types of literary forms used, historical information for the period of time when the author wrote, and major influences on the author.

**B. Written & Oral Compositions** (3 per Section A & B; one each from options 1, 2, and 3)

1. Choose one of the following two options and write a **5-8 page** essay. Extra credit may be earned, with the instructor's approval, by also giving an oral presentation of the composition. One composition is required per section A or B.

a. Choose 2-5 pieces of literature that you have read this semester. Define their relevance to you as a teenager, citing their message and universal themes in your analysis. (A listing of themes is found in the back of the textbook, under "Organization of Contents by Themes".) Relate the passages and their themes to modern-day occurrences or to current literature: i.e.: a news article, a recent book, a movie, a song, etc. Are these theme limited to British concerns, or are they universally found?

b. Read a British novel or watch a British movie which has been approved by your instructor. Write a report, giving a summary of the work, explaining at least one major theme in the work, and evaluating the author's ability to communicate his or her message through this piece. Extra credit may be earned, with the instructor's approval, by also giving an oral presentation of your review.

2. **Research Paper**.

Choose a topic for a research paper and obtain instructor approval. The research paper will cite 3 to 8 sources of information, be 8-10 pages long, and will follow classic research paper guidelines as defined in *The Writer's Craft* textbooks. Extra credit may be earned, with the instructor's approval, by also giving an oral presentation of your paper.

3. **Oral presentation**

One is required for each semester. Your options are as follows:

a. For semester A, memorize poetry; for smester B, memorize any passage. The poem(s) or passages must contain a minimum of 35 lines and must have a sensible starting and stopping place. When you recite, you will also identify what universal category or themes appealed to you in your selections. Extra credit may be earned, with prior approval, for a visual illustration.

b. Give a 5 minute speech or oral presentation on an agreed upon topic. You may be technical or creative. (Examples: "The Challenges of the Third Millenium" or "Why?")

**C. Fundamentals of Writing and Grammar**

English IV also includes word usage and writing skills. These skills are already involved in other assinments. Students needing to improve their fundamental writing and grammar skills may choose one or more of options 1-3. Option 4 is at the discretion of the instructor.

1. **A+LS Computer Program**

Complete "Language Arts and Writing" as follows:

Semester A: Do Language lessons 1-30; Do Writing IV.

Semester B: Do Language lessons 31-72; Do Writing V.

or

2. "Simplified Learning Systems" a workbook study course  
Successfully complete chapter tests from "Simplified Learning Systems":

Semester A: Months/chap. 2-4

Semester B: Months/chap. 5-6

or

3. Each level in Holt, Rinehart, and Winston's *Elements of Literature* has a corresponding grammar/composition book: *The Writer's Craft: Idea to Expression*, by McDougal and Littell. Students, with the help of the instructor, will cover areas that need improvement.
4. Additional writing assignments may be made by the instructor, based on the evaluation of students' "Where Do I Go From Here?" Essay.

**D. Semester Final Exam**

Exams will cover the material in *Elements of Literature, VI*. They are a combination of two formats: 1) essays based on the listing of themes found in the back of the textbook: "Organization of Contents by Themes"\*; and a multiple-choice, true/false, matching, short answer test. Listed below are the choices for the essay. Choose one of the three options; #3 requires the instructor's approval:

1. Write an essay about universal themes, using all of the pieces you have read for the semester and the theme categories listed in bold type in the above mentioned index\*. You must cover 8 of the categories for each Semester Course (A or B). Define the meaning of the themes and support that definition by using the literature you have read as examples.
2. Using the universal themes in the aforementioned index\*, compare and contrast all of the selections of literature that you have read for this semester.
3. With instructor approval, you may write your own piece(s) of literature, illustrating 5 of the universal themes listed in bold type in the above mentioned index\*. You may do 5 different pieces, or you may incorporate more than one category of themes in an individual piece. Each of your own pieces will have an explanatory paragraph preceding it which explains the universal theme or category being addressed by your own piece. Be sure to note how your piece is an example of the universal category or categories (10 themes for both Semester Sections A and B).

- IV. Alternative or Supplemental Curriculum includes the following CD/Roms (\*with Book):
- A. American Poetry
  - B. Bible Power
  - C. Gospels
  - D. \*Hamlet
  - E. Macbeth
  - F. \*Midsummer Night's Dream
  - G. \*Romeo & Juliet (2 copies of book)
  - H. GED Language and Writing Modules (installed computer program or workbooks)
  - I. See also the English Literature comp-cd list for related works

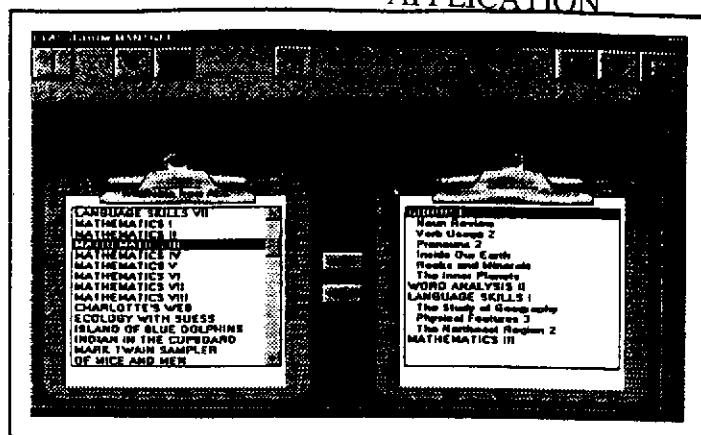
# *Guide to Titles and Content*

**At**  
**Advanced  
Learning  
System™**

*The Modular Educational Curriculum  
Software Suite from*

 **The American**   
**Education Corporation**

# LANGUAGE ARTS



Creating across the curriculum individual lesson plans in A+LS is easy to do. Third-party software may be used to enrich skills based upon student needs.

## Comprehension I

### Primary

Contains lessons that introduce and assist in mastering concepts of predicting outcomes, recognizing details, sequence, drawing conclusions, similarities and differences, fact and make-believe, interpreting feelings and actions, cause and effect, similes, purpose in writing, and alphabetizing skills. (30 lessons)

## Comprehension II

### Intermediate

Contains lessons that assist in mastery of recognizing sequence, supporting conclusions with evidence, analogies, cause and effect, comparison, using context clues, metaphors, autobiography, character traits, elements of plots, outlining skills, card catalogs, mood, making judgments, as well as skimming and note-taking skills. (46 lessons)

## Comprehension III

### Advanced

Assists in mastery of recognizing and using fact and opinion, cause and effect, transition, purpose in writing, imagery, characterization, point of view, fables, themes, outlining skills, classifying information and analyzing settings. (24 lessons)

## Grammar & Usage I

### Primary

Develops and strengthens basic grammar and word use skills. Assists in mastery of subjects, predicates, nouns, pronouns, verbs, plural nouns, punctuation, adjectives, comparisons, capitalization, contractions, and problem words. (36 lessons)

## Grammar & Usage II

### Intermediate

Develops and strengthens sentence concepts. Assists in mastery of sentence types, participles, prepositions, conjunctions, interjections, abbreviations, compound words, and subject/verb agreement. Reviews nouns, verbs, adjectives, adverbs, and correct verb usage. (36 lessons)

## Grammar & Usage III

### Advanced

Review of grammar skills. Assists in mastery of standard and nonstandard speech, fragments, parts of speech, parts of sentences, complements, mood, verbals, and compound sentences. Reviews nouns, verbs, pronouns, adjectives and adverbs, language problems, and sentence improvements. (25 lessons)

## Vocabulary I

### Primary

Assists in reinforcing concepts of opposites, homophones, compound words, synonyms, phonograms, prefixes, suffixes, alphabetizing, contractions, abbreviations, as well as words associated with math, science, and standardized tests. (30 lessons)

## Vocabulary II

### Intermediate

Reviews and refines concepts of homonyms, synonyms, homographs, antonyms, prefixes, suffixes, similes, metaphors, and tricky words. (35 lessons)

## Vocabulary III

### Advanced

Reviews and refines concepts of prefixes, suffixes, compound words, abbreviations, possessives, contractions, root words, synonyms, antonyms, homonyms, homographs, similes, metaphors, figures of speech, capitalization skills, connecting and transition words, and analogies. Specialized vocabulary words include transportation, science, legal and business words, as well as words from other languages. (25 lessons)

## Language Skills I

### Primary

Develops and strengthens phonics skills, long and short vowel sounds, final consonant sounds, vowel clusters, homophones, double consonants, and consonant blends. Introduces different spellings for same sounds, compound words, and ending syllables. Includes vocabulary words that demonstrate these concepts. (68 lessons)

## Language Skills II

### Primary

Assists in mastery of short and long vowels, double ending consonants, homophones, consonant blends, compound words, contractions, vowels in syllables, the schwa sound, different spelling for plurals, and adding endings to words. Includes vocabulary words that demonstrate these concepts. (68 lessons)

## Language Skills III

### Primary

Reviews and assists in mastery of long and short vowel sounds, consonant blends, homophones, compound words, contractions, synonyms, antonyms, the schwa sound, suffixes, different spelling for vowel sounds, silent letters, and capitalization. Introduces vocabulary words associated with pastimes, foods, clothing, and animals. Includes vocabulary words that demonstrate these concepts. (72 lessons)

## Language Skills IV

### Intermediate

Reviews and assists in mastery of long and short vowels, homophones, the schwa sound, plural possessives, contractions, compound words, consonant blends, and suffixes. Introduces vocabulary words associated with math, science, government, and transportation. (72 lessons)

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## LANGUAGE ARTS *CONT'D*

### Language Skills V

#### Intermediate

Applies vocabulary words that demonstrate long and short sounds, ending sounds, homophones, digraphs, compound words, the schwa sound, plurals, contractions, suffixes, and prefixes. Introduces and defines words that look alike, abbreviations, silent letters, words with unusual spellings, words from other languages, and introduces words associated with weather, space, business, theater, and ecology.

(72 lessons)

### Language Skills VI

#### Advanced

Uses vocabulary words to review homophones, the schwa sound, prefixes and suffixes, silent letters, words with unusual spellings, homophones, as well as long and short vowel sounds. Introduces more words that look alike, compound words, adjective endings, and Greek and Latin prefixes. Specialized vocabulary words associated with self-awareness, construction, communication and transportation, marketplace, and community. (73 lessons)

### Language Skills VII

#### Advanced

Uses vocabulary words to assist in mastery of homophones, the schwa sound, silent letters, different spellings for various sounds, words with unusual spellings and compound words. Shows word origin relationships and includes Greek and Latin derivatives. Specialized vocabulary includes words associated with self-awareness, food and dining, language and literature, mathematics, and science. (72 lessons)

### Word Analysis I

#### Primary

Develops and strengthens phonics skills, including all long and short vowels and initial consonant sounds. Helps students recognize letters that look alike. Introduces blends and beginning digraphs. Great for beginning readers!

(62 lessons)

### Word Analysis II

#### Intermediate

Reviews and refines phonics skills including long and short vowels, vowel clusters, ending letters and sounds, initial and final consonant sounds, beginning and ending blends and digraphs, and double letter endings. (53 lessons)

### Word Analysis III

#### Advanced

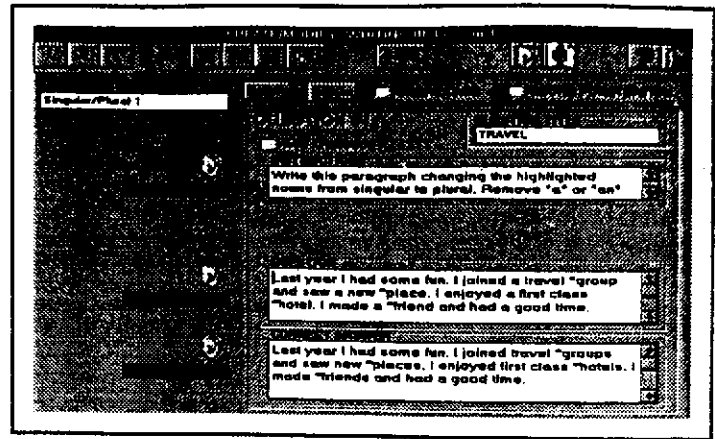
Review and excellent practice to refine phonics skills for higher grades. Includes emphasis on medial vowels, different spellings for similar sounds, the schwa sound, initial and final consonant blends, three-letter blends, and silent letters.

(38 lessons)

### Writing I

#### Primary

Introduces concepts of brainstorming, categorizing word pairs, sentence types, drafting, using descriptive words, revising and proofreading skills, capitalization and punctuation skills, writing to communicate information, paragraph form and content, and fact and opinion. Includes practice in recognizing singulars and plurals, nouns and pronouns, subject-verb agreement, and verb tense. (90 lessons)



The A+LS Multimedia Curriculum Authoring System allows for the creation of new lessons with pictures, video, and voice!

### Writing II

#### Primary

Reinforcement for Writing I. Assists students in mastery of recognizing steps in writing, using persuasion, descriptive poetry, drafting, revising, making comparisons, questions and statements, and sentence combination exercises.

(65 lessons)

### Writing III

#### Intermediate

Excellent practice in developing five steps of writing, writing instructions, descriptive writing, sequence skills, as well as exercises using singulars and plurals, nouns and pronouns, subject-verb agreement, and verb tense. (39 lessons)

### Writing IV

#### Intermediate

Reinforcement for Writing III. Assists students in mastery of writing skills with practice in writing to inform and persuade, expressing feelings, advertising, drafting, revising, word sets, comparisons, sentence types, and fact and opinion.

(40 lessons)

### Writing V

#### Advanced

Unique two-fold concept gives practice in five writing steps, recognizing and using purpose in writing, taking notes, advertising, communicating through writing, as well as exercises using singulars and plurals, nouns and pronouns, subject-verb agreement, and verb tense. (40 lessons)

### Writing VI

#### Advanced

Assists students in mastery of five writing steps, writing purposes, brainstorming, drafting, revising, editing, proofreading, and publishing, as well as practice using positives and negatives, questions and statements, sentence construction and combination. (36 lessons)

## LANGUAGE ARTS CONT'D

**A+LS/MediaWeaver™**

A modular, managed solution for reading, writing, critical thinking and creativity skills using classic literature. **A+LS/MediaWeaver** provides students of all grade levels the means to master writing, reading, and language skills while developing analytical and problem-solving abilities.

**Curriculum Bundles - Primary**Elementary Novels Bundle:

*Charlotte's Web*  
*Ecology with Suess*  
*Sarah, Plain and Tall*

Elementary Skills Bundle:

*Sentence Writing Level 1*  
*Sentences to Paragraphs Level 1*  
*Paragraphs to Essays Level 1*

**Curriculum Bundles - Intermediate**Intermediate Novels Bundle:

*Island of the Blue Dolphins*  
*Indian in the Cupboard*  
*The Outsiders*

Intermediate Skills Bundle:

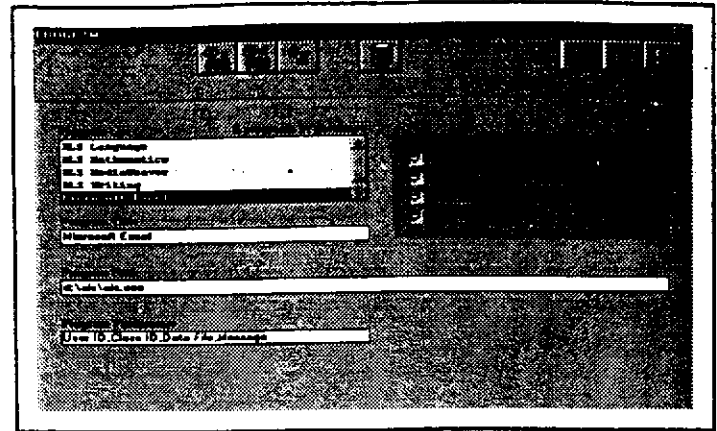
*Sentences to Paragraphs Level 2*  
*Paragraphs to Essays Level 2*  
*Sentence Combining with a Moral*

**Curriculum Bundles - Secondary**High School Novels Bundle:

*Of Mice and Men*  
*The Great Gatsby*  
*To Kill a Mockingbird*

High School Skills Bundle:

*Mark Twain Sampler*  
*Persuasive Essay*  
*Sentence Combining with American Classics*



A+LS also enables you to run third-party software as part of a lesson plan. This allows for powerful enhanced lesson plans as current as today's software.

**MATHEMATICS****Mathematics I****Primary**

Introduction to mathematical concepts. Covers numbers and counting, number sets, ordering and comparing numbers, ordinal numbers, strategy, number lines, number sense, fact families, patterns, writing operational sentences, missing numbers, story problems, skip counting, choosing operations, graphs, money, developing math strategies, estimating and measuring, sums and differences, time, three dimensional figures, symmetry, fractions, and codes. (61 lessons)

**Mathematics II****Primary**

Strengthens mathematical skills in the areas of numbers and counting, odds and evens, money, number sense, ordinal numbers, graphing, addition and subtraction, fact families, using a calculator, measuring length, mass, weight, capacity, time, estimating, polygons, two and three dimensional figures, probability, patterns, strategy, logic, and fractions. (50 lessons)

**Mathematics III****Primary**

Develops and strengthens mathematical skills in the areas of understanding numbers and their operations, money, mental math, choosing operations, identifying extra and unnecessary information, measuring length, perimeter, time, capacity, mass, temperature, graphs, patterns, introduction to multiplication and division, fractions, decimals, probability, geometric figures, ordered pairs, and logical reasoning. (59 lessons)

**Mathematics IV****Intermediate**

Strengthens mathematical ability in the areas of addition, subtraction, multiplication, and division, patterns, money, estimating and measuring time, capacity, length, mass, temperature and distance. Includes fractions, decimals, geometric figures, lines and line segments, angles, grids, tables, bar and line graphs, probability, choosing operations, extra information logical reasoning, and using mental math. (37 lessons)

Note: All Mathematics titles were developed using NCTM Standards as guidelines.



**MATHEMATICS CONT'D****Mathematics V****Intermediate**

Strengthens mathematical ability in the areas of whole number operations, graphs, decimals, using a calculator, multiple step problems, identifying and extending patterns, line relationships, geometric solids and figures, averaging, ordered pairs, performing operations on decimals and fractions, measuring length, capacity, mass, perimeter, circumference and area, ratios, percentages, probability, and predicting possible outcomes. (46 lessons)

**Mathematics VI****Intermediate**

Strengthens mathematical knowledge and ability in the areas of large and small numbers, number operations, decimals, algebraic expressions, graphing, probability, predicting outcomes, fractions, reciprocal numbers, primes, mixed numbers, measurement of length, capacity, weight, time, estimating, using ratio and proportion, geometric concepts, symmetry and congruence, surface areas, volume, positive and negative integers, rational numbers, variables, and logical reasoning. (40 lessons)

**Mathematics VII****Advanced**

Strengthens mathematical knowledge and ability in the areas of whole number operations, variables, decimals, geometric principles, standard and non-standard measurement concepts, factors, primes and composite numbers, fractions, mixed numbers, ratios, equations, percents, simple and compound interest, using a calculator, area and volume, patterns, table, graphs, probability, analyzing data, mode, range, median, and mean. (38 lessons)

**Mathematics VIII****Advanced**

Strengthens mathematical knowledge and ability in the areas of algebra, variables, coefficients, decimals, positive and negative numbers, rational numbers, equations, and inequalities and transformations, lines, angles, planes, geometric figures, ratio, proportion, percent, graphs, ordered pairs, area and volume, square roots, permutation formulas, probability gathering statistics, and polynomial operations. (44 lessons)

**Geometry****Secondary**

Covers interpreting and drawing three-dimensional objects, applying properties to figures, classifying figures in terms of congruence and similarity, applying relationships, axiomatic systems, sides, angles, line ratios and relationships, scaling, creating and manipulating shapes, and transversals. (32 lessons)

**Pre-Algebra****Secondary**

Covers integers, geometric formulas, graphing, statistics, probability, positive and negative rational numbers, absolute values, equivalent ratios, relating percents to decimals and fractions, variables, coefficients, constants, solving inequalities, rational and irrational numbers, frequency distributions, translating word phrases into algebraic expressions, and polynomial expressions. (33 lessons)

**Algebra I, Part 1****Secondary**

Covers variables, expressions and equations, the order of operations, properties, exponents, factors and coefficients, absolute values, basic mathematical operations including real number operations, like terms, evaluating expressions, solving equations using all properties, linear equations including the coordinate plane, slope, x and y intercepts, graphing linear equations, polynomials and exponents, binomials, trinomials, solving dimension problems, factoring monomials, difference of squares, factoring by grouping, and solving quadratic equations by factoring. (47 lessons)

**Algebra I, Part 2****Secondary**

Covers systems of linear equations including solving systems by graphing, substitution and other operations, motion problems, rational expressions including identifying and simplifying, performing operations on simple and complex rational expressions, identifying and solving rational equations including mixture and work problems, ratio and proportion, interest and investment, inequalities and absolute value, graphing on the number line, square roots and irrational numbers, operations on radical expressions, the Pythagorean Theorem, the distance formula, relations and functions, function notations, quadratic functions, direct and inverse variation, and quadratic equations including the discriminant and the quadratic formula. (45 lessons)

**Algebra II, Part 1****Secondary**

Covers the language of algebra including algebraic rules and properties, solving one-variable equations, problem solving strategies, properties of equations and inequalities, rewriting formulas, solving and graphing equations and inequalities, the slope of a line, parallel and perpendicular lines, finding linear equations, systems of equations and inequalities, systems of equations in space, polynomials, and rational expressions and equations. (45 lessons)

**Algebra II, Part 2****Secondary**

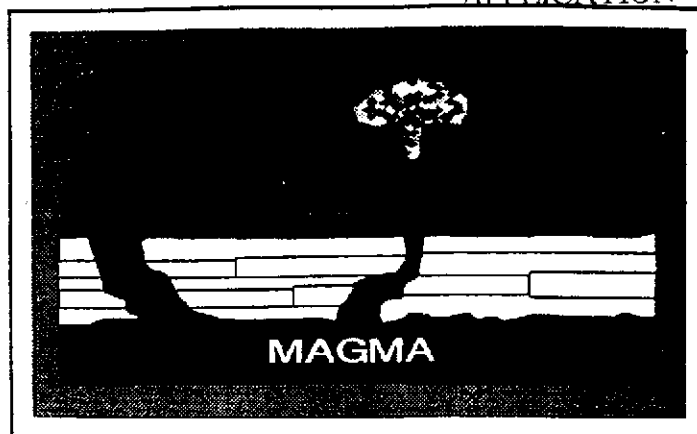
Covers roots and radicals, multiplying and dividing radicals, adding and subtracting radicals, rational exponents, radical equations, imaginary numbers, adding and subtracting complex numbers, multiplying and dividing complex numbers, quadratic equations, completing the square of a quadratic equations, quadratic inequalities, graphing quadratic equations, parabola characteristics, graphing parabolas, characteristics of circles, ellipses, and hyperbolas, graphing inequalities, inverse and joint variations, arithmetic sequences, geometric sequences, and infinite geometric series. (34 lessons)

**Real World Math****Secondary**

High School level math that prepares students for the real world. Teaches students how to figure taxes, negotiate leases, and make purchases in bulk quantities. Also includes stocks and bonds, investments, bank accounts, interest, figuring discounts and markups, commissions, unit rates, and household mathematics. (30 lessons)

NOTE: All Mathematics titles were developed using NCTM Standards as guidelines.

# MATHEMATICS CONT'D



Beautiful, content-rich graphics support materials taught by A+LS and multimedia is used to enrich learning rather than replace content.

water, traits, simple forms of life, the earth and its changes, astronomy, the atmosphere, weather, the moon, the sun, the solar system, motion, energy, waves, matter, and atoms. (35 lessons)

**Physics** **Secondary**  
Content correlated to National Science Education Standards (NSES). Includes the mathematics of physics, vectors, projectile motion, gravitation, momentum, work, power, waves, sound, light, electricity, circuits, and electromagnetism. (30 lessons)

**Biology** **Secondary**  
Content correlated to National Science Education Standards (NSES) Instructional topics covered include cells, molecular basis of heredity, interdependence of organisms, matter, energy, organization in living systems, behavior of organisms, reproduction and heredity, regulation and behavior, populations, ecosystems, characteristics and life cycles of organisms. Great graphics! (40 lessons)

**Chemistry I** **Secondary**  
Content correlated to National Science Education Standards (NSES). Includes laboratory safety, identification of equipment and chemistry techniques, using the scientific method, scientific notation, dimensional analysis, significant digits, comparing and contrasting atoms, ions, isotopes, elements and symbols, and electron configuration. (32 lessons)

**Chemistry II** **Secondary**  
Content correlated to National Science Education Standards (NSES). Includes stoichiometry, empirical and molecular formulas, thermochemistry, laws of thermodynamics, heat of reaction and formation, states of matter, kinetic molecular theory, intermolecular forces, surface tension, and an introduction to organic chemistry. (30 lessons)

## Trigonometry

### Secondary

Topic areas include sines, cosines, making the connection between trigonometric and circular functions, graphing trigonometric functions, solving trigonometric equations and verifying trigonometric identities, polar coordinates, complex numbers, series, trigonometric expressions, and inverses. (40 lessons)

## Calculus I

### Secondary

Topic areas include determining maximum and minimum points on a graph, interpreting the results of graphs in problem situations, infinite sequences and series, areas under curves, limits, rates of change, slopes of tangent lines and their applications in other disciplines, analyzing polynomial graphs, rationals, radicals, trigonometric functions, logarithmic functions, and exponential functions. (35 lessons)

## Calculus II

### Secondary

Topic areas include notations of integrals, the fundamental theorem of calculus, indefinite integrals and antiderivatives, integration by substitution, natural logarithms, points of intersection for regions of graphs, applications of the integral including volumes of rotation about the axes, arclength, surface area and work, hydrostatic force, inverse functions including natural exponent functions, exponential and logarithmic functions of other bases, exponential growth and decay, and inverse trigonometric functions. (47 lessons)

**NOTE: All Mathematics titles were developed using NCTM Standards as guidelines.**

# SCIENCE

## Science I

### Primary

Includes facts and information about the environment, human senses, growing and changing, health, living and non-living things, plants and seeds, animals, growth, matter and its states, air, heat, sound, fresh water and oceans, weather, seasons, and more! Excellent essay questions relate science to everyday life. (35 lessons)

## Science II

### Intermediate

Builds science foundation including topics such as the changing earth, rocks and minerals, the solar system and planets, the moon, the sun, weather, water, matter, machines, magnetism, electricity, computers, heat, light, sound, living things, cells, plants, animal populations and habitats, insects, the food chain, life cycles, health, and nutrition. (38 lessons)

## Science III

### Intermediate

Provides facts and information covering topics of air, weather, erosion, the changing earth and its layers, the sun and moon, the solar system and beyond, cells, living things, plants, growth, animal adaptations, matter and atoms, compounds and molecules, chemicals, electricity, climate and life, the environment, water, forces, and energy. (38 lessons)

## Science IV

### Advanced

Provides solid science foundation on topics of cells and cell theory, mitosis, organisms, plants, ecosystems, biomes,

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**SCIENCE CONT'D****Earth & Space Science****Secondary**

Content correlated to National Science Education Standards (NSES). Includes energy in the earth system, geochemical cycles, origin of the earth system, origin of the universe, properties of the earth's materials, objects in the sky, history of the earth, earth in the solar system, resource management and depletion, and future options. (30 lessons)

**SOCIAL STUDIES****U.S. History I****Intermediate**

Develops and strengthens knowledge of U.S. History to the Civil War. Includes European background, Spanish, French, and English exploration, England's rise to power, New England, Middle, and Southern colonies, colonial life, American Revolution, early political parties, Louisiana Purchase, westward movement, transportation and Industrial Revolution, Texas independence, Mexican War, and slavery issues. (38 lessons)

**U.S. History II****Intermediate**

Develops and strengthens knowledge of U.S. History after the Civil War. Covers the conditions that led to the Civil War, war strategies, Emancipation Proclamation, reconstruction, life on the plains, the reform and change of the nation, U.S. imperialism, World War I, Roaring Twenties, Great Depression, World War II, Holocaust, Cold War, Korean War, civil rights movement, Vietnam War, and Post-Vietnam era. (41 lessons)

**World History I****Advanced**

Develops and strengthens knowledge of World History to 1600. Includes prehistory, ancient Egypt, ancient Middle East, India, China, Mediterranean civilizations, Greek legacy, ancient Rome, Byzantine Empire, Russians, Islams, Middle Ages, Irish and Anglo-Saxons, Vikings, Medieval church, Crusades, monarchies, developing nations, Africa, Americas, Renaissance, and Reformation. (30 lessons)

**World History II****Advanced**

Develops and strengthens knowledge of World History after the Reformation (1600). Includes the expanding world, American and French Revolutions, China, Japan, Asia, Industrial Revolution, Socialism, science, arts and literature in the 1800s, Romanov Dynasty, Latin America, British Reform, nationalism, German unification, imperialism, World War I, and new relationships. (38 lessons)

**U.S. Geography****Intermediate**

Includes physical features of the U.S., earth and its weather, northeast, southeast, Great Lakes, plains, southwest, mountain and Pacific regions, as well as the U.S. territories and national landmarks. (34 lessons)

**World Geography****Advanced**

Develops knowledge of world geography by identifying geography tools, the physical features of the earth, the earth's

weather, information about Asia, India, China, Japan, and Africa, elections in South Africa, former European USSR, eastern, central, western, and northern Europe, the British Isles, Canada and the U.S., Central America, West Indies, South America, and Oceania. (35 lessons)

**Economics****Secondary**

Content correlated to National Curriculum Standards for Social Studies (NCSS). Includes historical development of U.S. and world economic systems, effects of the business cycle on the economy, economic theories that founded the development of economic systems in the U.S., role of government in the economy, how to make wise economic choices, the citizen as a producer and consumer, major features of a modified market economy, supply and demand, determining prices of goods and services, how money is used, international economic policies and an examination of major classical and modern economic theorists, and major economic systems of the world. (32 lessons)

**Government****Secondary**

Content correlated to National Curriculum Standards for Social Studies (NCSS). Covers historical and philosophical development of government, impact of government on citizens, how citizens can effect change in local, state, and national governments, characteristics and functions of political parties, rights and responsibilities of citizens of the U.S., citizen responsibilities to their communities, characteristics of local, state, and national governments, comparisons of governments, analysis of the U.S. Constitution, important documents of governments, roles of the executive, legislative, and judicial branches of government at local, state, and federal levels, separation of powers, checks and balances, democracy, and the electoral process. (31 lessons)

**A+SSESS!™**

**A+SSESS!** is designed to provide teachers with a powerful new tool to quickly and simply determine student skill levels and automatically align the student into the **A+LS** curriculum content. **A+SSESS!** is designed to share the established **A+LS** class and student records, so that pre-and posttesting programs by subject area and grade level, for an individual student or for a whole class, can be established with a few mouse clicks. **A+SSESS!** also utilizes the user file, passwords, and log-on names of the topic directory and the class roster structure of **A+LS**. This feature allows for simple and easy teacher scheduling of assessment tests for students within their classes. **A+SSESS!** provides a pretest, or series of pretests, and posttest, or series of posttests for each grade level and curriculum area. **A+SSESS!** is available in four testing modules:

Primary, Intermediate, Advanced, and Secondary

**SYSTEM REQUIREMENTS: WINDOWS 3.11 OR HIGHER, MICROSOFT WINDOWS 95 SERVICE PACK 1 OR HIGHER; MACINTOSH OS 7.5.3 UPDATE 2 OR HIGHER & APPLESARE 3.6.1 REV. B OR HIGHER**

**A+DVANCED LEARNING SYSTEM**  
**TITLE - GRADE LEVEL MATRIX BY CURRICULUM AREA**

TITLES	GRADE LEVELS											
	1	2	3	4	5	6	7	8	9	10	11	12
GRAMMAR & USAGE I												
GRAMMAR & USAGE II												
GRAMMAR & USAGE III												
LANGUAGE SKILLS I												
LANGUAGE SKILLS II												
LANGUAGE SKILLS III												
LANGUAGE SKILLS IV												
LANGUAGE SKILLS V												
LANGUAGE SKILLS VI												
LANGUAGE SKILLS VII												
COMPREHENSION I												
COMPREHENSION II												
COMPREHENSION III												
VOCABULARY I												
VOCABULARY II												
VOCABULARY III												
WORD ANALYSIS I												
WORD ANALYSIS II												
WORD ANALYSIS III												

# A+DVANCED LEARNING SYSTEM

## TITLE - GRADE LEVEL MATRIX BY CURRICULUM AREA

APPLICATION

TITLES	GRADE LEVELS											
	1	2	3	4	5	6	7	8	9	10	11	12
WRITING I												
WRITING II												
WRITING III												
WRITING IV												
WRITING V												
WRITING VI												
ELEMENTARY NOVELS BUNDLE												
ELEMENTARY SKILLS BUNDLE												
INTERMEDIATE NOVELS BUNDLE												
INTERMEDIATE SKILLS BUNDLE												
HIGH SCHOOL NOVELS BUNDLE												
HIGH SCHOOL SKILLS BUNDLE												
MATHEMATICS I												
MATHEMATICS II												
MATHEMATICS III												
MATHEMATICS IV												
MATHEMATICS V												
MATHEMATICS VI												
MATHEMATICS VII												
MATHEMATICS VIII												

# A+DVANCED LEARNING SYSTEM

## TITLE - GRADE LEVEL MATRIX BY CURRICULUM AREA

APPLICATION

TITLES	GRADE LEVELS											
	1	2	3	4	5	6	7	8	9	10	11	12
PRE-ALGEBRA												
ALGEBRA I, PART 1												
ALGEBRA I, PART 2												
ALGEBRA II, PART 1												
ALGEBRA II, PART 2												
CALCULUS I												
CALCULUS II												
GEOMETRY												
REAL WORLD MATH												
TRIGONOMETRY												
SCIENCE I												
SCIENCE II												
SCIENCE III												
SCIENCE IV												
BIOLOGY												
CHEMISTRY I												
CHEMISTRY II												
EARTH & SPACE SCIENCE												
PHYSICS												

# A+DVANCED LEARNING SYSTEM

## TITLE - GRADE LEVEL MATRIX BY CURRICULUM AREA

APPLICATION

TITLES	GRADE LEVELS												
	1	2	3	4	5	6	7	8	9	10	11	12	
U.S. GEOGRAPHY													
U.S. HISTORY I													
U.S. HISTORY II													
WORLD GEOGRAPHY													
WORLD HISTORY I													
WORLD HISTORY II													
ECONOMICS													
GOVERNMENT													

### Technical Specifications for Macintosh and Windows A+LS Version 2.1:

Macintosh Workstation or Stand-Alone Version -

68040 based machine or better  
 Macintosh OS 7.5.3 Update 2 or higher  
 Appleshare 3.6.1 Rev. B or Higher / Open Transport 1.1.2  
 8 Meg RAM (physical) with Virtual Memory turned on and set to 14 Meg

Macintosh Server -

PPC 601 based machine or higher  
 Macintosh OS 7.5.3 Update 2 or higher  
 Appleshare 3.6.1 Rev. B / Open Transport 1.1.2  
 Minimum 16 megabytes of physical RAM

Windows Workstation or Stand-Alone Version -

Any IBM-compatible machine with a 80486 processor or higher  
 MS-DOS 6.22 or higher, Microsoft Windows 3.11 or higher, Microsoft Windows 95 Service Pack 1 or higher  
 Microsoft Windows NT 3.51 Service Pack 5 or higher, Microsoft Windows NT 4.0 Service Pack 2 or higher  
 8 Meg RAM for MS Windows 3.11 and MS Windows 95; 16 Meg RAM for MS Windows NT  
 A Microsoft Windows compatible mouse or other pointing device  
 A Microsoft Windows compatible sound card and speakers or headphones (recommended)

Windows Server -

Microsoft Windows NT 3.51 Service Pack 5 or higher, Microsoft Windows NT 4.0 Service Pack 2 or higher,  
 Novell Netware 3.12 Support Pack 1 or higher, Novell Netware 4.11 or higher  
 Hardware and software that the NOS require to function

Note: If you wish to purchase the product on CD-ROM you must also have access to a CD-ROM drive to do the installation.

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# A+DVANCED LEARNING SYSTEM

## TITLE - GRADE LEVEL MATRIX BY TITLE

APPLICATION

TITLES	GRADE LEVELS											
	1	2	3	4	5	6	7	8	9	10	11	12
ALGEBRA I, Part 1								■	■	■		
ALGEBRA I, Part 2								■	■	■		
ALGEBRA II, Part 1										■	■	■
ALGEBRA II, Part 2										■	■	■
BIOLOGY									■	■	■	
CALCULUS I												■
CALCULUS II												■
CHEMISTRY I										■	■	
CHEMISTRY II											■	■
COMPREHENSION I	■	■	■									
COMPREHENSION II				■	■	■						
COMPREHENSION III							■	■	■			
EARTH & SPACE SCIENCE									■	■	■	
ECONOMICS										■	■	■
ELEMENTARY NOVELS BUNDLE			■	■	■	■						
ELEMENTARY SKILLS BUNDLE			■	■	■	■						
GEOMETRY									■	■	■	
GOVERNMENT										■	■	■
GRAMMAR & USAGE I	■	■	■									
GRAMMAR & USAGE II				■	■	■						
GRAMMAR & USAGE III							■	■	■			
HIGH SCHOOL NOVELS BUNDLE									■	■	■	■
HIGH SCHOOL SKILLS BUNDLE									■	■	■	■

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## SWPS TEXT BOOK LIST

<u>BOOK</u>	<u>AUTHOR</u>
<u>English Literature</u>	
Elements of Lit, 3rd course	Holt, Rinehart, Winston
Elements of Lit, 4th course	Anderson, Brennon " "
Elements of Lit, 5th course	Holt, Rinehart, Winston
Elements of Lit, 6th course	" "
Writer's Craft	McDougal, Littell
<u>Social Studies</u>	
Government by the People	Burs, Peltason, & Cronin
Magruder's American Government	William A. Clenaghan
United States Government	Jane Wilcots Smith
Civics Citizens & Society	Alano Kownslar, Terry Smart
Civics in Action	Devereaux, Gross
World History	Steven Janstzen
A History of the US since 1861	Boorston & Kelly
A History of the Republic	Davidson & Bachelor
American Voices	Scott, Foresman
Rise of the American Nation	Harcourt, Brace, Jovanovi
The Americans	Holt, Rinehart, Winston
American History	Crothers
American History	Abramowitz
The Story of America, Vol 2	U.S.H.
World Geography	Scott, Foresman
Sociology	Rose Glazer
Economics	Luker, Martin, Luker
Economics-Principles & Practices	Clayton
Economics Institutions & Analysis	Gerson Antel

Economics for Everybody

Gerson Antel &amp; Walter Harris

**Science**

Human Anatomy &amp; Physiology

Solomon &amp; Davis

Biology

Campbell

Biology

Miller &amp; Levine

Physical Science

McLaughlin

Environmental Science

Daniel Chiras

Chemistry

Health

Psychology

Harcourt, Brace

Conceptual Physics

Addison-Wesley

Health

Getchel, Pipin, Bains

**Math**

Informal Geometry

Smith, Nelson, Kaas

Geometry

Scott Foresman

Pre-Algebra

Davidson, Thompson

Algebra I

Paul A. Forester

Algebra II

Paul A. Forester

Algebra and Trigonometry

Paul A. Forester

Consumer Mathematics

Linda Thompson

Math of Money

Clayton

**Management**

Personal Money Management

Thomas Bailard

Retail Management

Berman, Evans

**Language**

Spanish for Mastery I

Valette

Spanish for Mastery II

Valette

Spanish for Mastery III

Valette

Foundation Course in Spanish

Heath

French

CD Rom Multimedia PRO/ONE

**Electives**

Exploring Visual Design  
Discovery Drawing  
Public Speaking Today  
Horace's Compromise  
Parenting & Teaching Young Children  
Juvenile Delinquency  
Mastering Competitive Debate  
Business Office Skills  
Principles of Marketing  
The Developing Child

Gatto, Porter, Celic  
Ted Rose  
Carlin Pane  
Theodore Sozer  
Hildabrand  
Kavan  
Hensley, Carlin  
Computer  
Palmer & Stull  
Holly E. Brisbane

**PE/WM**

## TIER II

Job Seeking - Pre-Employment Skills

## COMPETENCY #1 - Making Career Decisions

Competency Statement:

The participant will demonstrate knowledge of procedures and resources used to make a career choice that fits his/her interests, needs, ability, and training by answering questions concerning the objectives below.

Objectives:

1. Recognize terms related to career planning and match them with their definitions.
2. Explain the importance of having a career plan.
3. List four steps that should be taken to develop a career plan.
4. Name three sources of information about careers.
5. Select at least three careers which are compatible with his/her self-assessment inventory.
6. List the duties that persons in these careers might perform.
7. Name three employers who might employ someone in the field he/she has chosen.
8. List three resources that could be used in finding information about job duties and responsibilities, salary, training required, future need for workers, physical requirements, and opportunities for advancement.
9. Name a training school or college where they might get additional training in order to qualify for careers which require post-secondary training.
10. List two reasons career choices might change.

Benchmark:

Score of 80% on Section 1 of the Post Test.

Evaluation:

Post Test.

Estimated Time: 4 hrs.

## PRE-EMPLOYMENT/WORK MATURITY

## TIER II

Knowledge of Job Skills

## COMPETENCY #2 - Using Labor Market Information

Competency Statement:

The participant will demonstrate knowledge of job search and contact skills as described by the objectives listed below.

Objectives:

1. Identify five sources of data on employment openings.
2. Give the name, address, phone number, and job opening for a company in the field you have chosen.
3. Use the telephone book to find the address of the nearest Texas Employment Commission and the names of two private employment agencies.
4. Define or identify abbreviations or words found in Want Ads.

Benchmark:

Score of 80%

Evaluation:

Post Test, Section 2

Estimated Time: 4 hrs.



## TIER II

Job-Seeking - Pre-Employment Skills

## COMPETENCY #1 - Preparing A Resume

Competency Statement:

The participant will demonstrate knowledge of terms, techniques, and procedures for preparing a resume by answering questions concerning the objectives below.

Objectives:

1. Explain what a resume is.
2. Explain the purpose and importance of a resume.
3. Answer questions concerning terms related to resumes.
4. Look at sample resumes and select a style that would be appropriate for the job sought.
5. List the types of information recorded on a resume.
6. List a minimum of five guidelines to remember in order for the resume to make a good impression.
7. List two places samples of resumes could be found.
8. Explain the purpose of an application letter.
9. List a minimum of three things it should contain.

Benchmark:

Score of 80%

Evaluation:

Post Test, Section 3

Estimated Time: 30 hr. classes: 2 hrs.

120 hr. classes: 4 hrs.

## TIER II

Job-Seeking - Pre-Employment Skills

## COMPETENCY #4 - Completing Job Applications

Competency Statement:

The participant will demonstrate knowledge of the terms, techniques, and guidelines used to complete a job application by answering questions concerning the objectives below.

Objectives:

1. Explain why it is important to complete job applications correctly.
2. List a minimum of four suggestions that should be followed when completing a job application.
3. Identify terms found on applications.
4. Evaluate a completed application and rank it using Rating Form #4.

Benchmark:

Score of 80+

Evaluation:

Post Test, Section 4.

Estimated Time: 2 hrs.

## TIER II

Job-Seeking - Pre-Employment Skills

## COMPETENCY #5 - Interviewing

Competency Statement:

The participant will demonstrate knowledge of interview skills by answering questions concerning the objectives below.

Objectives:

1. Identify the purpose of a job interview.
2. Identify the steps necessary to prepare for a job interview.
3. Identify a minimum of three steps necessary to get a job interview.
4. Describe an acceptable application letter by telling what it should contain and how it should look.
5. List at least four items that should be taken with you to the interview.
6. List the parts of an interview.
7. List six questions interviewers frequently ask and give acceptable answers to them.
8. Tell what is meant by an "illegal" question and list a minimum of three questions that interviewers should not ask.
9. List four questions applicants might ask interviewers.
10. List two questions that should not be asked by the applicant during the interview.
11. List five things people should do in order to have successful interviews.
12. Identify a follow-up letter and tell what it contains.
13. Identify forms that the employer will ask a new employee to complete if the applicant is offered the job.

Benchmark:

Score of 80%

Evaluation:

Post Test, Section 5.

Estimated Time: 30 hr. classes: 4 hrs.

120 hr. classes: 6 hrs.

321

## TIER II

## Job Success Skills - Work Maturity Skills

## COMPETENCY #6 - Punctuality

Competency Statement:

The participant will demonstrate knowledge of the importance of being on time to work and of having job assignments completed on time by answering questions of the following objectives and by being consistently punctual at the class site.

Knowledge Objectives:

1. Identify terms related to punctuality.
2. List the expectations employers have of employees regarding punctuality.
3. List a minimum of five reasons people give for being late to work.
4. List a minimum of two reasons people give for job assignments being late.
5. List a minimum of two ways to avoid being late with job assignments.
6. After reading case studies, explain the consequences of being late.

Performance Objectives:

1. Be Punctual in coming to class, returning from breaks, and returning from lunch (when applicable).

Benchmarks:

Knowledge: Score of 80%

Performance: Punctual 80% of the time.

Evaluation:

Knowledge: Post Test, Section 6.

Performance: Daily Time Record

Estimated Time: 1 hr.

## TIER II

Job Success Skills - Work Maturity Skills

## COMPETENCY #7 - Attendance

Competency Statement:

The participant will demonstrate knowledge of information related to attendance by answering questions concerning the objectives below and by being regular in attendance at the class site. If absences are necessary, the participant will notify the instructor.

Knowledge Objectives:

1. Identify two reasons that good attendance is important to an employer.
2. Identify four reasons that people miss work.
3. List steps that the employee can take to minimize absences that are not caused by personal illness or death in the family.
4. Understand why the employer should be notified each day if an absence is necessary.
5. Value the importance of being honest with the employer regarding reasons for absences.
6. Explain what is meant by a "Monday/Friday" employee when speaking of attendance.
7. Value the importance of having a good attitude about maintaining a good attendance record.
8. Explain what is meant by a good attendance record.

Performance Objectives:

1. Maintain regular attendance.

Benchmarks:

Knowledge: Score of 80%

Performance: Attend class 80% of the time.

Evaluation:

Knowledge: Post Test, Section 7

Performance: Daily Time Record

Estimated Time: 1 hr.

323

## TIER II

Job Success Skills - Work Maturity

## COMPETENCY #8 - Attitudes

Competency Statement:

The participant will demonstrate an understanding of positive attitudes by answering questions concerning the following objectives and by demonstrating positive interpersonal relations.

Knowledge Objectives:

1. Define attitude.
2. Identify the relationship between attitudes and behavior.
3. Identify good attitudes and poor attitudes by using an attitudes checksheet.
4. Explain how attitude affects job performance.
5. Explain how attitudes can affect job success.
6. Identify terms related to attitudes.

Performance Objectives:

1. Demonstrate a good attitude by paying attention in class.
2. Demonstrate a good attitude by participating in class.
3. Demonstrate a good attitude towards peers by being cooperative.

Benchmarks:

Knowledge: Score of 80%

Performance: Rating of 3

Evaluation:

Knowledge: Post Test, Section 8.

Performance: Instructor Check-List, Attitudes Section.

Estimated Time: 30 hr. classes: 3 hrs.

120 hr. classes: 6 hrs.

## TIER II

Job Success Skills - Work Maturity

## COMPETENCY #9 - Appearance

Competency Statement:

The participant will demonstrate an understanding of appropriate appearance by answering questions concerning the objectives listed below and will demonstrate appropriate appearance by dressing properly for "dress-out" days.

Knowledge Objectives:

1. Identify a minimum of four guidelines for appropriate dress for the job.
2. Identify a minimum of four guidelines for hygiene and grooming that would be important to employees.
3. List a minimum of four practices that would contribute to good health.

Performance Objectives:

1. Dress appropriately for the occupation chosen for "Dress-Out Day".
2. Use Acceptable grooming and hygiene practices.

Benchmark:

Knowledge: Score of 80%

Performance: Rating of 3

Evaluation:

Knowledge: Post Test, Section 9

Performance: Instructor Check-List, Appearance Section.

Estimated Time: 30 hr. classes: 1 hr.

120 hr. classes: 6 hrs.

## TIER II

Job Success Skills - Work Maturity

## COMPETENCY #10 - Interpersonal Relationships

Competency Statement:

The participant will demonstrate an understanding of maintaining good interpersonal relationships by answering questions concerning the following objectives and will demonstrate positive interpersonal relationships with class members.

Knowledge Objectives:

1. Define interpersonal relationships.
2. Explain why it is important to have good interpersonal relationships.
3. Identify terms related to interpersonal relationships.
4. Identify a minimum of three sources of conflict between coworkers.
5. List a minimum of three methods of avoiding conflicts with supervisors and co-workers.
6. List a minimum of three suggestions for beginning workers that will promote good interpersonal relationships.
7. List three techniques that promote harmony in the work place.
8. List three tips a beginning worker should follow that would promote good working relationships.
9. List three steps an employee should take if a problem arises at work.

Performance Objectives:

1. Take on acceptable role during "Role Playing Exercises".

Benchmarks:

Knowledge: Score of 80%

Performance: Rating of 3

Evaluation:

Knowledge: Post Test, Section 10

326

Performance: Instructor Checklist, Interpersonal Relationships Section

Estimated Time: 30 hr. classes: 4 hrs.

120 hr. classes: 6 hrs.



## TIER II

Job Success Skills - Work Maturity

## COMPETENCY #11 - Completing Tasks Effectively

Competency Statement:

The participant will demonstrate an understanding of completing tasks effectively by answering questions concerning objectives listed below and will demonstrate efficiency during participation in "The Assembly Game" or other team activities.

Knowledge Objectives:

1. Identify terms related to completing tasks effectively.
2. List five steps necessary to complete a task effectively.
3. Explain the importance of following instructions.
4. Explain the importance of following safety rules.
5. Explain the importance of using correct supplies and tools.
6. Explain the importance of maintaining neat and accurate records.
7. Explain the importance of productivity.
8. List five ways employees can conserve supplies and materials.
9. List five ways employees can manage time.
10. List three personal attributes that increase an employee's ability to work effectively.

Performance Objectives:

1. Follow instructions and cooperating with peers during "The Assembly Game" or other team activity.

Benchmarks:

Knowledge: Score of 80%

Performance: Rating of 3

Evaluation:

Knowledge: Post Test, Section 11

Performance: Instructor Check-List, Section on Completing Tasks Effectively.

Estimated Time: 30 hr. classes: 4 hrs.

120 hr. classes: 80 hrs.

327

**LESSON GUIDE**

**COMPETENCY MEASURE: Making Career Decisions**

**OBJECTIVE:** To provide activities which will assist the participant in developing the skills to make career decisions that are appropriate with respect to her/his personal characteristics

<u>Curriculum Lesson Title</u>	<u>BENCHMARK</u>	<u>Level of Achievement</u>
Recognizing Personal Interests	Develop skills to recognize personal interests related to career choices	List three career choices consistent with interests
Recognizing Personal Aptitudes	Develop skills to recognize personal aptitudes related to occupational choices	List three personal aptitudes for each of three careers
Personal Values	Demonstrate skills necessary to identify personal values	Rank ten personal values
Identifying Personal Strengths and Weaknesses	Demonstrate ability to identify personal strengths and weaknesses	List five personal strengths, and five personal weaknesses
Relating Personal Values to Employment	Demonstrate skills necessary to relate personal values to employment	State or write how a job can satisfy at least five values
Identifying Career Clusters	Identify various career clusters of interest	List two career clusters and four characteristics of each
Advantages and Disadvantages of Chosen Occupations	Identify advantages and disadvantages of chosen occupations	List four advantages and four disadvantages in two chosen occupations
Identifying Material Benefits	Identify material benefits in chosen occupations	List three material benefits in each of two chosen occupations
Identifying Barriers	Identify barriers to chosen occupations	List three barriers to each of two chosen occupations
Overcoming Barriers	Demonstrate ability to overcome barriers to occupational goals	List three steps to overcome each of two barriers to occupational goals
Reasons for Staying in School	Identify reasons for remaining in school	List at least five reasons for staying in school
Training Options for Chosen Occupations	Identify available training options for chosen occupations	List two training options for each of two chosen occupations
Possibilities for Advanced Education	Identify educational alternatives in an area of career interest	List two possible advanced educational alternatives to prepare for a chosen occupation
Available Funds for Advanced Education	Identify available funds for advanced education in an area of career interest	List two types of financial support available to assist preparing for a chosen career
Choosing Career Goals	Choose career goals	List five career goals

3  
2  
0

**COMPETENCY MEASURE:** Using Labor Market Information

**OBJECTIVE:** To provide activities which will assist the participant in developing a knowledge of sources of occupational information and characteristics of the labor market

Curriculum Lesson Title	BENCHMARK	Level of Achievement
Obtaining Job Information	Demonstrate skills necessary to obtain job information	List five appropriate questions to ask during an informational interview
Obtaining Occupational Information	Demonstrate the ability to obtain information about a selected occupation	Write a job description including the training, experience, responsibilities, and duties of the occupation
Contributions of Jobs to the Community	Identify the contributions of various jobs to the total community	List three job choices and one contribution each job makes to the community
Identifying Job Sources	Identify job sources	List five job sources and a specific job to be found in each source
Education and Income	Demonstrate knowledge pertaining to the relationship between education and income	List four of five educational levels and the approximate average income at each level
Identifying Skills for Selected Jobs	Identify required skills for selected jobs	List three required skills for each of two jobs
Identifying Local Employers	Identify local employers who hire workers for a selected job	List at least two employers who hire workers for a selected job
Planning a Job Search	Demonstrate the ability to plan a job search	List at least three elements of a job search plan
Using the Want Ads	Demonstrate the proper use of want ads	Correctly answer 7 of 10 questions about want ads
Job Search Record Keeping	Develop a record keeping system for recording employer contacts	List four items of information from two employer contacts

**COMPETENCY MEASURE:** Preparing Resumes

**OBJECTIVE:** To provide activities which will assist the participant in developing the skills required to prepare a personal resume

Curriculum Lesson Title	BENCHMARK	Level of Achievement
Writing a Resume	Demonstrate the ability to write a resume	Write a resume with no more than one spelling and one grammatical error

**COMPETENCY MEASURE:** Filling Out Applications

**OBJECTIVE:** To provide activities which will assist the participant in developing the skills required to correctly complete a job application

Curriculum Lesson Title	BENCHMARK	Level of Achievement
Completing a Personal Data Sheet	Demonstrate skills necessary to complete a personal data sheet	Complete a personal data sheet with no more than one error for a resume and a job application
Completing an Application	Demonstrate the ability to complete a job application	Complete a standard job application with no more than two errors
Writing a Job Application Letter	Demonstrate the ability to write a job application letter	Write a sample job application letter with no more than two spelling errors

**COMPETENCY MEASURE:** Interviewing

**OBJECTIVE:** To provide activities which will assist the participant in developing the knowledge and skills appropriate for interviewing for a job

Curriculum Lesson Title	BENCHMARK	Level of Achievement
Planning an Interview	Identify various considerations in planning for a job interview	List five items to be considered when planning a job interview
Obtaining an Interview	Identify ways to obtain a job interview	List two ways to obtain a job interview
Methods of Contacting Employers	Identify various contact methods used in a job search	Role play two contact methods
Dressing for an Interview	Identify examples as appropriate or inappropriate dress for an interview	Correctly label 4 of 5 picture examples of proper dress for interviews for various jobs
Asking Questions in an Interview	Identify questions to ask an employer in a job interview	List five appropriate questions to ask an employer in a job interview
Interview Behavior	Demonstrate appropriate interview behavior in a role play interview situation	Receive a satisfactory rating on an interview rating scale
Job Search Followup	Identify advantages of using followup techniques in a job search	List two advantages of two followup techniques

APPLICATION

**COMPETENCY MEASURE: Being Consistently Punctual**

**OBJECTIVE:** To provide activities which will assist the participant in developing the skills of being consistently punctual in attending work, school, or training

Curriculum Lesson Title	BENCHMARK	Level of Achievement
Work Practices Valued by Employers	Recognize work practices valued by employers	Correctly label 7 of 10 valued work practices
Signing In and Out	Demonstrate the ability to sign in and out of a work situation	Sign in and out of class for one week with no more than one violation

**COMPETENCY MEASURE: Maintaining Regular Attendance**

**OBJECTIVE:** To provide activities which will assist the participant in developing the skills required to maintain regular attendance at work, school, or training

Curriculum Lesson Title	BENCHMARK	Level of Achievement
Being a Dependable Employee	Demonstrate the ability to be a responsible and dependable employee	Complete nine of ten assigned tasks correctly and on time

**COMPETENCY MEASURE: Demonstrating Positive Attitudes/Behaviors**

**OBJECTIVE:** To provide activities which will assist the participant in developing the knowledge of desirable work attitudes and behaviors, and exhibits positive attitudes and behaviors in a work, school, or training situation

Curriculum Lesson Title	BENCHMARK	Level of Achievement
The Value of Work	Demonstrate the ability to value work	List seven valid reasons for employment
Seeing Oneself as an Employee	Demonstrate the ability to see self as an employee	List three responsibilities and three restrictions of a chosen career.
Responsibilities of Citizenship	Identify the responsibilities of adult citizenship	List a minimum of 6 responsibilities
Work Oriented Attitudes	Demonstrate work oriented attitudes.	Obtain a satisfactory rating on 7 of behaviors
Safety Practices	Identify safety practices	Label seven of ten safety practices correctly
Workers' Rights and Benefits	Identify basic concepts of workers' rights and benefits	Correctly answer 3 of 5 questions on minimum wage, workman's compensation, and fringe benefits.
Using a Social Security Card	Identify uses for a social security card	List at least three life situations requiring the use of a soc. sec card
Tax Forms	Identify standard tax forms	Label 2 of 3 tax forms correctly.
Paycheck Deductions	Identify paycheck deductions.	List 3-5 paycheck deductions
Check Stub and Tax Form Terms	Define terms used on check stubs and tax forms	Correctly define 7 of 10 terms

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**COMPETENCY MEASURE: Presenting Appropriate Appearance**

**OBJECTIVE:** To provide activities which will assist the participant in developing the knowledge of appropriate appearance in work settings and skills in exhibiting appropriate personal hygiene appearance and dress in a work, school, or training situation

Curriculum Lesson Title	BENCHMARK	Level of Achievement
Personal Hygiene and Appearance	Recognize appropriate personal hygiene and appearance	List five personal hygiene and appearance guidelines
Dress for On the Job	Identify examples of appropriate and inappropriate dress	Correctly label 4 of 5 picture examples for various jobs

**COMPETENCY MEASURE: Exhibiting Good Interpersonal Relations**

**OBJECTIVE:** To provide activities which will assist the participant in developing knowledge of methods for maintaining good interpersonal relations and exhibits skill in maintaining good interpersonal relations in a work, school, or training situation

Curriculum Lesson Title	BENCHMARK	Level of Achievement
Changing a Personal Behavior or Habit	Demonstrate the ability to develop a plan for changing a personal behavior or habit	Correctly complete a behavioral contract to change a behavior
Relationship With Trainer and Classmates	Develop a proper and constructive relationship with trainer and classmates	Receive a satisfactory rating in at least 5 of 7 relating behaviors
Using Communication Skills	Demonstrate the ability to use effective communication skills	Receive a satisfactory rating in at least 3 of 4 skills

**COMPETENCY MEASURE: Completing Tasks Effectively**

**OBJECTIVE:** To provide activities which will assist the participant in developing knowledge of methods for completing tasks effectively and exhibits skill in completing tasks effectively in a work, school, or training situation

Curriculum Lesson Title	BENCHMARK	Level of Achievement
Recognizing Your Employer's Expectations	Demonstrate the ability to recognize an employer's expectations	List three expectations common to most employer
Increasing Job Effectiveness	Identify major conditions and factors which increase job effectiveness	List five conditions or factors which contribute to job effectiveness

**COMPETENCY MEASURE: Consumer Behavior**

**OBJECTIVE:** To provide activities which will assist the participant in developing knowledge of methods for functioning as an adult consumer, and exhibits skill in consumer related behaviors in a school or training situation

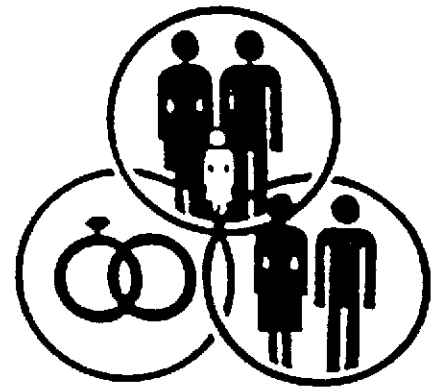
<b>Curriculum Lesson Title</b>	<b>BENCHMARK</b>	<b>Level of Achievement</b>
Personal Wants and Needs	Identify personal wants and needs	List five wants and five needs related budget making
Essential and Nonessential Budget Items	Identify essential and nonessential budget items	List four essential and four nonessential budget items
Developing a Personal Budget	Develop a personal budget	Complete a personal budget with a maximum of two omissions
Opening a Checking Account	Identify steps necessary to open a checking account	List three steps in opening a checking account
Completing Sample Checks	Demonstrate the ability to complete sample checks	Complete three sample checks with no more than one error
Balancing a Checkbook	Demonstrate the ability to balance a checkbook	Complete checkbook samples with no more than one error
Types of Consumer Fraud	Define types of consumer fraud	List and define the two most common types of consumer fraud
Public Agencies and Helping Institutions	Identify public agencies and other helping institutions.	List one local helping agency in each of three areas
Services of the Better Business Bureau	Identify services of the Better Business Bureau	List two services of the Better Business Bureau
Making Cost Comparisons	Demonstrate the ability to make cost comparisons	Correctly identify 7 of 10 best buys by comparing costs
Making Correct Change	Demonstrate the ability to make change correctly	Correctly solve 7 of 10 correct change problems
Credit Terms	Identify credit terms	Correctly answer 7 of 10 questions about credit terms
Ways to Obtain Credit	Identify ways to obtain credit	Complete a credit card application with no more than three errors
Advantages and Disadvantages of Credit	Identify advantages and disadvantages of credit	List 3 advantages and 3 disadvantages of credit
Aspects and Pitfalls of Installment Buying	Identify major aspects and pitfalls of installment buying	Correctly answer 7 of 10 questions on installment buying

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pages

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# Sexuality, Commitment & Family

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For Senior High School

New Revised 3rd Edition

Prepared by Teen-Aid<sup>®</sup>, Inc. under the direction  
of Steve Potter and Nancy Roach.

**Teen-Aid.**

Caring about Teens and their Future

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## Preface/Acknowledgements

Professional satisfaction in the field of education is perhaps at its greatest when a teacher can witness a student establish and achieve important personal goals. During my eleven years in the public school system, I have had the privilege of sharing in my students' joys at the time of success, but I have also shared the sadness and frustration of goals unmet.

Although a multitude of factors can contribute to the failure to achieve goals, it has been my experience that the way in which teenagers understand and use their sexuality during these crucial years is a key component.

I began working with Teen-Aid many months ago in an effort to help teens gain a healthy understanding of their sexuality and see the advantages of avoiding sexual activity as unmarried adolescents.

I brought to Teen-Aid my experience of having taught a sex education program that concentrated on the mechanics of birth control and characterized sexual intercourse more as a biological act than as a profoundly meaningful human experience. It is my conviction that this educational approach simply has not worked, and that continuing to teach in this way may in fact be exacerbating the very problems we wish to solve.

I think it's very important to note that this course does not contain information concerning contraceptive methods. This omission reflects my personal conviction (as shared by the Teen-Aid Board) that the hazards of teaching the mechanics of birth control in a classroom setting outweigh the potential benefits.

I am sure that to some this appears naive and certainly outdated, but I arrived at this conclusion only after having taught contraceptive methods to high school students. I have realized that it is extremely difficult, if not impossible, for a teacher to present detailed birth control information without conveying a sense of presumption of sexual activity to the students. This message, I believe, also conveys a tacit acceptance of premarital sexual activity and can weaken the resolve of those who are trying to remain abstinent. It can also act as positive reinforcement for those adolescents who are already sexually active. Providing contraceptive information should be viewed as meeting a highly personal, individualized need, and is inappropriate in a junior or senior high classroom.

Additionally, presenting birth control information in a course that challenges teens to choose premarital abstinence has the effect of weakening their developing belief that such a lifestyle is really possible in today's culture. I am convinced that adults (particularly role models such as parents and teachers) do a grave disservice to adolescents by holding up a challenge, an ideal, while subtly implying that the goal is unattainable.

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Since the first edition of this curriculum, some important findings have surfaced supporting this particular choice. Sexuality, Commitment & Family

was used in San Marcos School District in California where, before implementing the curriculum, during one school year 147 girls were reported pregnant. Two years later, after teaching the Teen-Aid curriculum, there were only 20 pregnancies reported. This success prompted Teen-Aid to seek scientifically controlled data.

Teen-Aid has been awarded a federal grant from the Office of Adolescent Pregnancy Programs to develop a controlled study to determine the effectiveness of an abstinence based curriculum using the junior high program, Me, My World, My Future. The initial results have shown that the students became more aware of the benefits and advantages of abstaining from sexual intercourse at this younger age. After the teens took the course they were more likely to say that the best way to avoid an unwanted pregnancy or sexually transmitted disease was to wait until marriage for sexual intercourse.

These results are especially pertinent when considering a recent study in San Francisco\* dealing with education which was not value based and emphasized contraception or condoms. The authors reported that:

Over a year when public health information regarding AIDS intensified, changes in perceptions and use of condoms in a sample of sexually active adolescents in San Francisco were examined. Although perceptions that condoms prevent sexually transmitted diseases (STDs) and the value and importance placed on avoiding STDs remained high, these were neither reflected in increased intentions to use condoms nor in increased use.

There is a need for curriculum which holds up and gives the skills for maintaining a lifestyle which involves no risk factor.

This curriculum places human sexuality in the context of commitment, marriage, and family. It represents many, many hours of dedicated effort by friends and professionals, all of whom worked without any financial compensation.

I wish to thank my wife, Elaine, for her enduring patience and remarkable ability to keep me organized. Recognition must also go to LeAnna Benn, Teen-Aid Director, for her inspiring dedication, to Rod Gadd and Nancy Roach for keeping me ever-mindful of deadlines, to all Teen-Aid Board members, and many friends who helped with research, and especially to those volunteers listed below who made significant contributions to the content of this course:

Patricia L. Barber, B.A. (six years secondary teaching experience)

Mark and Marja Henderson, Certified National Planning Instructors -  
Couple to Couple League

Marie Therese Hall, B.A., Birthright Regional Consultant - Washington  
State

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\* Kegeles, Susan M., Ph.D., Adler, Nancy E., Ph.D., & Irwin, Charles E., Jr., M.D. American Journal of Public Health, "Sexually Active Adolescents and Condoms: Changes Over One Year in Knowledge, Attitudes and Use", April 1988, Vol. 78, No. 4, pp. 460-461.

Margaret Ann Steeves, B.A. (eight years secondary teaching experience)

Lee Ann Roach, R.N. (six years experience teaching prepared child birth)

Alfred Derby, M.D. Obstetrics and Gynecology

Frank Hamilton, Ph.D., Philosophy and Psychology (Licensed Clinical Psychologist)

Jolene Mudd, M.A., Counseling and Psychology (four years secondary teaching experience)

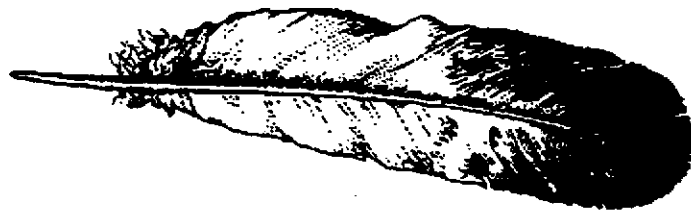
Frank Houser, Ph.D. (Sociology) and Helen Houser, M.Ed. (Guidance and Counseling) - contributed materials on marriage

Gail Vanderschoor, R.N. (Childbirth Educator)

Joe Erickson, JD; Kathy Larson, M.Ed. (Curriculum and Instruction)

Maury Sheridan, Ph.D. (Communications).

Steve Potter  
Curriculum Coordinator



## Introduction

It is a basic principle of human psychological development that the individual is only able to benefit from stimulation that he or she has the capacity to handle in some meaningful way. To subject the young person to challenges that exceed his or her capacity certainly does not help the individual and, in fact, may harm the general sense of well-being and self-confidence.

This is especially true in regard to sexuality. The period of puberty is preceded by the age of latency. Specific sexual information has no positive value or worth to the young boy or girl until just prior to the beginning of puberty. The changes that occur with puberty are rather dramatic, and it is helpful for the young boy or girl to be aware of the development that their bodies will pass through. Simple and very straightforward physiological principles can be taught on a biological basis; and with prudent use of illustrations and written material, the basic information can be communicated without offense to anyone. It should be stated clearly that there is a great difference between information presented as a biological fact and information presented in a way designed to stimulate and provoke emotional feelings. There is no benefit for the child in latency to learn more than just the basic biology of sexuality.

As the child begins to progress into adolescence and enters the junior high and high school years, questions naturally arise as to the meaning of sex beyond the biological principles. Teen-Aid's Sexuality, Commitment & Family curriculum is primarily directed toward answering some of these basic questions. These materials may be used with early or late teens and they should be presented in an age appropriate manner, emphasizing the information as well as attributes required in the near future which will enable the student to establish a permanent family.

Many sex education programs for adolescents and adults approach sexuality as simply a form of stimulation and personal enjoyment. The basis for these programs rests upon the work of Masters and Johnson and also earlier Kinsey studies. Although there is no basic agreement on some of the physiological principles involved, there is certainly no consensus on the attitudinal positions taken by sex therapists, and there is also no consensus as to the total overall effect of their therapies.

Many of the programs offered for adolescents today are based upon the theories of modern sex therapists. Their teachings suggest that sex is simply a feeling and that the sex act in no way has any moral implications (i.e. to be free of all feelings of guilt is to be sexually normal). This philosophy was primarily designed for the treatment of disturbed sexual functioning in marriage. Unfortunately, the same philosophy is often taught in high school sex education curriculum.

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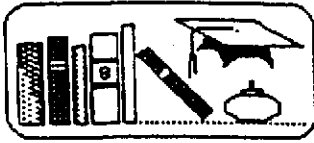
When one attempts to answer the question as to the meaning of sexuality, even the hedonistic response of "sex for pleasure" is a philosophical position.

It is not possible to talk about the significance of sex without taking some moral or amoral position.

Sexuality, Commitment & Family is based upon a tradition of moral and value principles. It strongly supports the family and teaches that the deepest meaning of the sexual act derives from the marriage commitment.

In summary, Sexuality, Commitment & Family is an educational program which fully emphasizes the deep meaning of sexuality in the context of the family, self-respect, respect for others, and respect and love for one's future spouse and children.

Averly H. Nelson, M.D.  
Psychiatry



## Goals

Each lesson plan in this curriculum begins with specific learning objectives to be achieved upon completion of the course. The goals listed below, however, are long-term benefits to the individual and society, which it is hoped will be realized at some time in the future. The primary goals of this curriculum are:

- To increase the sense of **self-worth** and the understanding that self-esteem is essential to the growth of genuine, committed love
- To improve skills for building **healthy** relationships and to foster **dating relationships** that are based on mutual respect and self-discipline; to develop friendships that enhance the good of the individual and that form the foundations for lasting marriages
- To heighten the awareness of the **family unit** as a vital part of a healthy society, and to strengthen marriage relationships and family ties
- To instill appreciation and **respect for the power** to participate in the **creation of life**
- To increase the understanding of **parenting** as a tremendously **rewarding commitment** based on responsibility and self-sacrifice, and to support the conviction that the needs of children are best met in a stable home environment
- To explore possibilities of career goals and develop a concept of **integrating family and career goals** to bring success in both areas
- To increase awareness of the value of **setting** goals that build character and to realize the many benefits that come with **achieving goals**
- To increase the level of knowledge of the **risks** associated with **adolescent sexual activity**, including the risks of contracting the HIV virus
- To increase **support and appreciation** for a teen lifestyle free from sexual activity
- To improve **communication** between parents and teens
- To facilitate recognition of the **media** as a powerful social influence and to develop a practical approach to minimizing and controlling the media's negative impact on the individual's behavior
- To foster **decision-making** among teens that will advance their emotional and physical well-being both today and in the future
- To encourage the use of **refusal techniques** to positively deal with peer pressure.

## Recommended Sequence for the Course

The lessons contained in this manual appear in the recommended teaching order. It should be noted that the first seven lessons (beginning with **Experiencing Love** and ending with **The Family Unit**) follow a natural progression of human experience while identifying ideals to be pursued. It is best if these lessons are taught in sequence, as one builds upon the other.

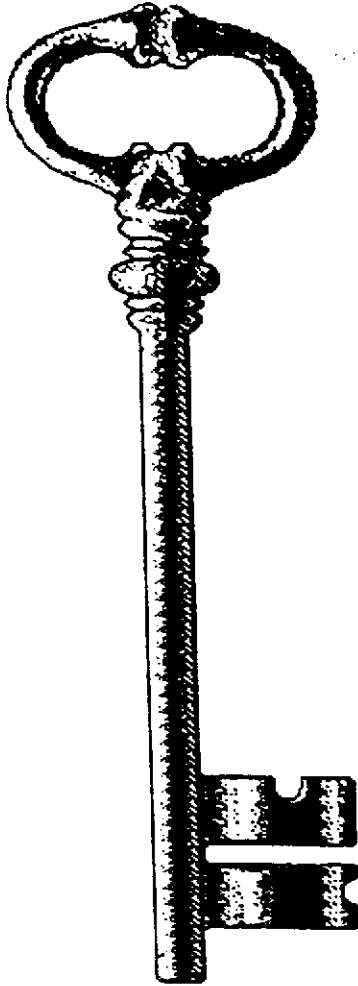
The remaining lessons present guidelines and information which are supportive of efforts to achieve the goals/ideals identified in the first seven lessons. The order of these lessons can be changed without affecting the continuity of the course. However, it is recommended that **Advantages of Abstinence** follows the **Consequences of Adolescent Sexual Activity** lesson in order to leave the students with a positive rationale for choosing premarital abstinence.

It should be noted that the **Communication Skills** and **Problem Solving** lessons are arranged in components which can be inserted at any appropriate point in the program. For example, to facilitate helpful group discussion, the small group activity in the **Communication Skills** lesson may be implemented at the beginning of the course, while assertiveness may be taught in conjunction with the **Advantages of Abstinence** lesson. Nearly every lesson can be augmented with references to good communication skills and problem-solving techniques. However, if the instructor chooses to present the material as two separate lessons—either at the beginning or the end of the course—this too can be effective.

The course should be taught over a minimum of fifteen class days. This allows one day for introducing the program and one day for each lesson. If additional time is available, two days should be allowed for the lessons on **Communication Skills**, **Experiencing Love, Marriage, and Parenting**. Each lesson can be effectively expanded by utilizing all recommended audio-visual materials and suggested activities.

If there are time limitations or a need to consolidate, the following core topics are necessary to gain the desired result of responsible sexual decisions by teens:

- Love and Dating
- Anatomy and Fetal Development
- Marriage, Family and Parenting (separate these if possible)
- Consequences/Advantages of Abstinence
- Media and Peer Pressure
- Communication Skills.



## Grouping the Class -

Nearly all the material in the course can be taught comfortably in a classroom setting where young men and women are combined. It is recommended, however, that the **Reproductive Anatomy** lesson be taught to each sex separately. This recommendation is made in the interest of students who reflect a greater degree of comfort and ease of participation in the class when only members of their own sex are present. Teen-Aid has received suggestions from teachers and psychologists that a more comfortable environment can be created when the sensitive subject of the reproductive process is taught separately to each group.

It is impossible to force students to be "open", but it is possible to facilitate an atmosphere within which the students can feel relatively safe (emotionally) to ask questions and discuss possible misconceptions. It is with this goal in mind that the above recommendation is made.

In presentations where parents and teens are together in a seminar format, it is effective to have the parents in the back of the room participating in their own group discussions.



**Attachment 11**  
**Graduate Placement Center**

**Attachment 11**

The Southwest Preparatory School's (SWPS) Graduate Placement Center (GPC) will offer its youth, ages 16-21, multiple service strategies intended to support a full spectrum of post-secondary educational and employment alternatives. The GPC will focus on three primary service strategies which will include: attending college, job training, and direct placement services. SWPS has established a performance measure that stipulates that 80% of those seeking assistance in their pursuit of post-secondary activities will be successful in their pursuit. This attachment seeks to provide summary information on the three defined service strategies of the GPC.

During its first year of operation, SWPS's GPC will be staffed by teachers and counselors during off-periods and after school. Because of anticipated limited activity of the GPC during its first year, SWPS will focus its efforts on Center design, infrastructure, and service strategies.

A significant number of graduating seniors are anticipated to seek college enrollment as their "first choice" of post-secondary activity. Towards that end, the GPC will serve as a resource of information on local, regional, and national colleges and universities. The GPC will have several computers available for students to access data directly from colleges and universities. The GPC will also serve as a resource center for financial aid information. Once again using internet connections, students will be able to learn first hand about financial aid programs, scholarships, grants and other funding resources intended to support college enrollment. GPC staff will be available to assist students in the completion of financial aid and/or grant/scholarship applications.

It is important to note that regardless of post-secondary strategy, the GPC will stress the importance of understanding "demand occupations" and its significance in the decision making process. Texas SOICC has developed two software products which help individuals understand demand occupations and identifying those post-secondary institutions that provide degree, certificate, or training programs in particular demand occupation areas. These software products include Texas Cares and Rescue. A new product called Oscar will soon replace Rescue and Cares and provide additional information to both education and job seekers.

For those SWPS completers seeking job training through programs such as JTPA, the GPC will coordinate closely with the local Texas Workforce Center (One-Stop) by making the vast array of resources available through the one-stop known to the SWPS student. The GPC will serve as an informational conduit, providing SWPS students with needed information about the many aspects of One-Stop Career Centers here in San Antonio.

Many SWPS completers, and some students, will come to the GPC seeking job placement assistance. Some will seek assistance in helping find after-school or summer jobs, while others will seek full-time employment following school completion. As with individuals seeking job training, the new Texas Workforce Centers will serve as an excellent resource for all job seekers. The GPC will not attempt to compete with the local One-Stop, but rather to work in conjunction with it. The GPC will provide a twenty-

hour pre-employment work maturity training course for all students seeking job placement, whether interim or permanent

**Attachment 12**  
**TEA Report Format**

## Attachment 12

This section will identify quantifiable data and the appropriate reporting format to support the five (5) goals outlined in the Accountability section of SWW's Charter School application.

## Goal #1

***Incorporation of Character Education into the classroom curriculum resulting in improved attendance, behavior, attainment of more credits, and an overall higher grade point average (GPA).***

The quantifiable measurement of this goal will involve a comparative analysis of attendance, behavioral, and academic data from the final semester prior to enrollment with SWPS, compared with the first semester while enrolled with SWPS.

Attendance analysis will consist of comparing the ratio of class days scheduled vs. class days attended, expressed as a percentage. An example of the reporting format follows:

Student	Sem. Prior to Enrollment w/SWPS			Sem Following Enrollment w/SWPS			Gain/Loss (7)=(6)-(3)
	Sched (1)	Atten (2)	Rate (3)=(2)/(1)	Sched (4)	Atten (5)	Rate (6)=(5)/(4)	
Doe, Jane	90	81	90%	90	84	93.3%	3.3%
Doe, John	85	76	89.4%	90	81	90%	0.6%
TOTAL	175	157	89.7%	180	165	91.7%	2%

Attendance data will be analyzed both individually and cumulatively. For example, SWW will identify the total number of individuals who made improvement in school attendance and reflect this data in a comparative format, comparing those improved against total enrollments. Additionally, a cumulative analysis on all students will be provided.

Behavioral analysis will consist of comparing the number of student referrals from the classroom to school administration personnel during the semester prior to enrollment with SWPS to the number of "Think Tank" referrals made during the first semester enrolled with SWPS.

The reporting of comparative data on academic credit attainment is self-explanatory. SWW will present, in column report format, comparative data reflecting academic credits earned in the semester prior to enrollment with SWPS to credits earned during the first semester while enrolled with SWPS.

The verification of a higher grade point average will be presented in a similar format as stipulated in the reporting of academic credit attainment.

## Goal #2

**Structure SWPS to facilitate parental, student, and teacher involvement in the governance of the school.**

It is the intent of SWW to have one student, one parent, and one teacher as full-fledged members of the SWPS's Board of Directors. The student representative will be the president of the student council. The parental representative will be the president of the PTO. The teacher representative will be selected by SWPS's teaching staff.

SWW will furnish a complete listing of Board membership, identifying the student, parent, and teacher representatives.

**Goal #3**

**Provide a curriculum that meets the needs of the students and will encourage and challenge students to meet their full potential.**

Of the five (5) goals represented in this attachment, Goal #3 contains the highest level of subjectivity in terms of performance measurement. Following completion of SWPS's first school year, baseline semester data will be collected and analyzed for purposes of establishing an initial "benchmark" from which subsequent performance increases will be measured. Much of the data used to analyze "meeting student needs" and "encouraging and challenging students to meet their full potential" will include data identified in other goals within this attachment. Items such as pre/post academic functioning level testing, TAAS test results, Algebra I and Biology I end-of-course test results, Additional data collection will include results of surveys conducted among students, parents, and SWPS staff measuring program satisfaction, needs accommodations, and identification of areas for program improvement.

SWPS also makes reference to the establishment of weekly, six-week, and semester academic goals. These goals will be established by the student and tracked by SWPS. Goal attainment of this objective will be accomplished by 80% of enrolled students successfully mastering 80% of the weekly goals within a given semester. In addition, 80% of enrolled students will accomplish two-thirds of their six-week academic goals and 80% of semester academic goals.

Academic goal attainment will be measured in terms of "did" or "did not" achieve. Partial goal attainment will be counted as a "did not" achieve factor.

Quantification of this objective will be provided in three reports: one reflecting weekly academic goal attainment, another for six-week goal attainment, and a third for semester goal attainment. Weekly goal attainment will be presented in the following partial representation.

Student	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Total Attempts (A)	# Times Achieved (B)	Success Rate (C)=(B/A)
Doe, John	Y	Y	Y	N	Y	Y	18	15	83%
Doe, Jane	N	N	Y	Y	Y	Y	18	16	89%
TOTALS									

To be counted, a student must be registered and in attendance a minimum of twelve (12) weeks during a given semester. Performance attainment will be measured by dividing the number of students demonstrating at least 80% weekly goal achievement into the total number of students within the sample.

Reporting the six-week and semester academic goal attainment will be accomplished within a similar format.

Goal #3 also addresses the dropout rate at SWPS. Enrollment levels during the first year of operation will be too small to effectively correlate a fixed percentage tied to program attrition. However, beginning in year two (2), SWPS will ensure a program dropout rate to be no more than 8% of total enrollment levels.

Goal #4

***Provide a curriculum that is well balanced, academically sound, and prepares each student with academic skills for success in the real world.***

SWW has chosen to use test data to measure the attainment level of this particular goal. To measure overall academic improvement, SWW will utilize pre and post test data using CTB McGraw Hill's Test of Adult Basic Education (TABE). SWPS's counselor will be responsible for administration of this test instrument which includes a locator test, the pre-test (administered during the first several weeks of the school year), and a post-test (administered during the last week of the school year). The locator test is used to identify the appropriate pre-test level (E - Easy, M - Medium, D - Difficult, and A - Advanced). Form 7 of the TABE will be used for the pre-test while form 8 will be used for the post-test. The TABE is intended to measure academic functioning level in the areas of reading, math, and language arts.

Included in the statistical analysis will be all student test scores indicating a reading or math score at or below a grade level of 11.4. This grade level is used because maximum functioning level scores on the TABE do not exceed 12.9. SWW's goal is that, on a cumulative average, overall test scores will rise 1.5 grade levels when comparing pre and post test results.

The reporting format for this performance goal involves a listing of all students taking the TABE. Those who scored less than 11.4 in either reading or math will be identified as part of the statistical count. Post test scores will be listed, along with a calculation of overall grade level improvement. The following example illustrates the reporting format.

Student	Pre / Post Reading				Pre / Post Math			
	Pre		Post (B)	Diff. (C) (B)-(A)	Pre		Post (E)	Diff. (F) (E)-(D)
	Ineligible Score >11.4	Eligible Score (A)			Ineligible Score >11.4	Eligible Score (D)		
Doe, Jane	12.2					8.5	9.6	1.3
Doe, John		9.6	11.2	1.6		7.5	9.5	2.0
TOTAL	12.2	9.6	11.2	1.6		8.0	9.55	1.55

A second set of test scores will be used to measure performance attainment of this particular goal. TAAS results will be evaluated in the following manner. SWPS will strive for a 70% pass rate in the areas of reading and writing within the first two (2) test attempts. A success rate of 65% in the area of math will be achieved within the first two (2) test attempts.

Student	Reading			Math			Writing		
	Attempt 1	Attempt 2	Achieve Goal	Attempt 1	Attempt 2	Achieve Goal	Attempt 1	Attempt 2	Achieve Goal
Doe, Jane	P		Y	F	P	Y	P		Y
Doe, John	F	P	Y	F	F	N	P		Y
TOTALS			2			1			2

The analysis will take the TOTAL number of students who passed a TAAS test (Reading, Math, Writing), and compare that with TOTAL number of students who tested in each area. The comparison will be expressed as a percentage.

A final performance indicator associated with this goal involves the end-of-course tests that are administered following completion of Algebra I and Biology I. SWW has established the following performance objectives relative to the pass / fail rate for these two tests. The predicted success rate is as follows:

Student Classification	Algebra I Pass Rate	Biology I Pass Rate
Special Ed Students	25%	50%
At-Risk Students	30%	50%
Non-Special Ed Students	55%	70%

To document performance attainment, SWW will generate a report at the end of the school year identifying all students completing the Algebra I or Biology I course. The report will identify test results of the end-of-course test. The report will further reflect the ratio of those passing the test as compared to total testers. The report will be sub-grouped identifying Special Ed, At-Risk, and Non-Special Ed students.

#### Goal #5

Upon completion of course study at SWPS, the Graduate Placement Center (GPC) will provide assistance to students transitioning into either post-secondary education or directly into employment.

The GPC has established the following goals for those students who apply for services.

- 80% of those who apply for post secondary education will be enrolled.
- 80% of those seeking job training (and qualify) will be enrolled.
- 80% of those seeking direct employment following SWPS will be placed.

SWW will maintain statistical data reflecting compliance with this performance goal.



**Attachment 13**

**Verification of Statement of Impact Mailing**

Thank you for using Return Receipt Service

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

3. Article Addressed to:  
**Somerset ISD  
Dr. Ann Dixon  
P.O. Box 279  
Somerset, Tx. 78069-0279**

4a. Article Number: **P 159 219 435**  
4b. Service Type:  
 Registered  
 Express Mail  
 Return Receipt for Merchandise  
5. Date of Delivery: **12-12-97**

6. Addressee's Address (Only if requested and fee is paid):  
**Somerset ISD  
Dr. Ann Dixon  
P.O. Box 279  
Somerset, Tx. 78069-0279**

7. Signature: (Addressee or Agent)  
**X [Signature]**

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

is your RETURN ADDRESS completed on the reverse side?

Thank you for using Return Receipt Service

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

3. Article Addressed to:  
**Lackland ISD  
Mrs. Virginia A. Stacey  
2460 Bong Ave, Bldg 8265  
San Antonio, Tx. 78236-1244**

4a. Article Number: **P 159 219 433**  
4b. Service Type:  
 Registered  
 Express Mail  
 Return Receipt for Merchandise  
5. Date of Delivery: **12-12-97**

6. Addressee's Address (Only if requested and fee is paid):  
**JANICE MIZAKI  
2460 BONG AVE  
SAN ANTONIO, TX 78236-1244**

7. Signature: (Addressee or Agent)  
**X [Signature]**

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

is your RETURN ADDRESS completed on the reverse side?

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

3. Article Addressed to:  
**Northside ISD  
Mr. Ed Rawlinson  
5900 Evers Road  
San Antonio, Tx. 78238-1699**

4a. Article Number: **P 159 219 432**  
4b. Service Type:  
 Registered  
 Express Mail  
 Return Receipt for Merchandise  
5. Date of Delivery: **12-12-97**

6. Addressee's Address (Only if requested and fee is paid):  
**Northside ISD  
Mr. Ed Rawlinson  
5900 Evers Road  
San Antonio, Tx. 78238-1699**

7. Signature: (Addressee or Agent)  
**X [Signature]**

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

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• Write "Return Receipt Requested" on the mailpiece below the article number.  
• The Return Receipt will show to whom the article was delivered and the date delivered.

3. Article Addressed to:  
**East Central ISD  
Dr. Anthony B. Constanzo  
6634 New Sulphur Springs Rd.  
San Antonio, Tx. 78263-9701**

4a. Article Number: **P 159 219 434**  
4b. Service Type:  
 Registered  
 Express Mail  
 Return Receipt for Merchandise  
5. Date of Delivery: **12-12-97**

6. Addressee's Address (Only if requested and fee is paid):  
**East Central ISD  
Dr. Anthony B. Constanzo  
6634 New Sulphur Springs Rd.  
San Antonio, Tx. 78263-9701**

7. Signature: (Addressee or Agent)  
**X [Signature]**

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

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• Write "Return Receipt Requested" on the mailpiece below the article number.  
• The Return Receipt will show to whom the article was delivered and the date delivered.

3. Article Addressed to:  
**South San Antonio ISD  
Mr. Ron Durbon  
2525 Sioux St.  
San Antonio, Tx. 78224-1298**

4a. Article Number: **P 159 219 428**  
4b. Service Type:  
 Registered  
 Express Mail  
 Return Receipt for Merchandise  
5. Date of Delivery: **12/12/97**

6. Addressee's Address (Only if requested and fee is paid):  
**South San Antonio ISD  
Mr. Ron Durbon  
2525 Sioux St.  
San Antonio, Tx. 78224-1298**

7. Signature: (Addressee or Agent)  
**X [Signature]**

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

is your RETURN ADDRESS completed on the reverse side?

**APPLICATION**

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

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**Northside ISD  
Mr. Ed Rawlinson  
5900 Evers Road  
San Antonio, Tx. 78238-1699**

4a. Article Number: **P 159 219 432**  
4b. Service Type:  
 Registered  
 Express Mail  
 Return Receipt for Merchandise  
5. Date of Delivery: **12-12-97**

6. Addressee's Address (Only if requested and fee is paid):  
**Northside ISD  
Mr. Ed Rawlinson  
5900 Evers Road  
San Antonio, Tx. 78238-1699**

7. Signature: (Addressee or Agent)  
**X [Signature]**

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

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• Complete items 1 and/or 2 for additional services.  
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Dr. Anthony B. Constanzo  
6634 New Sulphur Springs Rd.  
San Antonio, Tx. 78263-9701**

4a. Article Number: **P 159 219 434**  
4b. Service Type:  
 Registered  
 Express Mail  
 Return Receipt for Merchandise  
5. Date of Delivery: **12-12-97**

6. Addressee's Address (Only if requested and fee is paid):  
**East Central ISD  
Dr. Anthony B. Constanzo  
6634 New Sulphur Springs Rd.  
San Antonio, Tx. 78263-9701**

7. Signature: (Addressee or Agent)  
**X [Signature]**

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

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San Antonio, Tx. 78224-1298**

4a. Article Number: **P 159 219 428**  
4b. Service Type:  
 Registered  
 Express Mail  
 Return Receipt for Merchandise  
5. Date of Delivery: **12/12/97**

6. Addressee's Address (Only if requested and fee is paid):  
**South San Antonio ISD  
Mr. Ron Durbon  
2525 Sioux St.  
San Antonio, Tx. 78224-1298**

7. Signature: (Addressee or Agent)  
**X [Signature]**

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

is your RETURN ADDRESS completed on the reverse side?

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

3. Article Addressed to:  
**Southwest ISD  
Dr. Richard J. Clifford  
11914 Dragon Lane  
San Antonio, Tx. 78252-2647**

4a. Article Number  
**P 159 219 430**

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

7. Date of Delivery  
**DEC 12 1997**

5. Received By: (Print Name)  
**X Felipe Garcia**

6. Signature: (Addressee or Agent)

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

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

3. Article Addressed to:  
**Randolph Field ISD  
Dr. Barbara E. Maddox  
P.O. Box 2217  
Universal City, Tx. 78148-1217**

4a. Article Number  
**P 159 219 426**

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

7. Date of Delivery  
**12-12-97**

5. Received By: (Print Name)  
**X Angie Flores**

6. Signature: (Addressee or Agent)

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

SENDER:  
 Complete items 1 and/or 2 for additional services.  
 Complete items 3, 4a, and 4b.  
 Print your name and address on the reverse of this form so that we can return this card to you.  
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 The Return Receipt will show to whom the article was delivered and the date delivered.

APPLICATION

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

3. Article Addressed to:  
**Edgewood ISD  
Dr. Dolores Munoz  
5358 W. Commerce St.  
San Antonio, Tx. 78237-1399**

4a. Article Number  
**P 159 219 437**

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

7. Date of Delivery  
**12-15-97**

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)  
**X Dolores M. Munoz**

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

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

SENDER:  
 Complete items 1 and/or 2 for additional services.  
 Complete items 3, 4a, and 4b.  
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I also wish to receive the following services (for an extra fee):  
 1.  Addressee's Address  
 2.  Restricted Delivery  
 Consult postmaster for fee.

3. Article Addressed to:  
**Ft. Sam Houston ISD  
Mrs. Anne S. Kiehle  
1902 Winans Road  
San Antonio, Tx. 78234-1497**

4a. Article Number  
**P 159 219 429**

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

7. Date of Delivery

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)  
**X Anne S. Kiehle**

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

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

SENDER:  
 Complete items 1 and/or 2 for additional services.  
 Complete items 3, 4a, and 4b.  
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I also wish to receive the following services (for an extra fee):  
 1.  Addressee's Address  
 2.  Restricted Delivery  
 Consult postmaster for fee.

3. Article Addressed to:  
**Judson ISD  
Dr. Galen R. Elolf  
8012 Shin Oak  
San Antonio, Tx. 78233-2457**

4a. Article Number  
**Z 100 958 523**

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

7. Date of Delivery  
**12/12/97**

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)  
**X Galen R. Elolf**

8. Addressee's Address (Only if requested and fee is paid)  
**356**

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

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

3. Article Addressed to:  
**San Antonio ISD  
Ms. Diana Lam  
141 Lavaca St.  
San Antonio, Tx. 78210-1039**

4a. Article Number: **P 159 219 436**

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

7. Date of Delivery: **12/15/97**

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

5. Received By: (Print Name)  
**REMIATA**

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

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

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

3. Article Addressed to:  
**Alamo Heights ISD  
Dr. Jerry D. Christian  
7101 Broadway  
San Antonio, Tx. 78209-3797**

4a. Article Number: **P 159 219 433**

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

7. Date of Delivery: **12/15/97**

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

5. Received By: (Print Name)

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

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

**SENDER:**  
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APPLICATION

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

3. Article Addressed to:  
**Southside ISD  
Dr. Ruben A. Corkill  
1610 Martinez Losoya Rd.  
San Antonio, Tx. 78221-9613**

4a. Article Number: **P 159 219 431**

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

7. Date of Delivery: **12/14/97**

5. Received By: (Print Name)

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

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

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

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

3. Article Addressed to:  
**Harlandale ISD  
Mr. Jack C. Jordan  
102 Genevieve St.  
San Antonio, Tx. 78214-2997**

4a. Article Number: **P 159 219 425**

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

7. Date of Delivery: **12-15-97**

5. Received By: (Print Name)

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

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

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

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

3. Article Addressed to:  
**North East ISD  
Dr. Richard A. Middleton  
8961 Tesoro Dr.  
San Antonio, Tx. 78217-6225**

4a. Article Number: **P 159 219 427**

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

7. Date of Delivery:

5. Received By: (Print Name)  
**Sam**

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

8. Addressee's Address (Only if requested and fee is paid): **357**

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

**Attachment 14**

**Map of SWPS Schools with  
At-Risk Neighborhoods**

**COPYRIGHT MATERIAL**

2 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](mailto:accred@tea.state.tx.us) to schedule an appointment.**

**Attachment 15**  
**Community Support**

SWW has enjoyed a reputation in the community as a neighborhood agency. That is to say, we operate satellite offices in local economically disadvantaged neighborhoods of San Antonio. Typically neighborhoods are so pleased to have us located there that office space and support are donated in-kind. For example, since our selection as a sexual abstinence education agency (receiving \$244,900 in-kind from the community) we have received requests to extend our services beyond the scope of our original proposal. In addition to servicing housing projects at Wheatley Courts, Victoria Courts and Alazon Apache Courts, requests have been received to include Rigsby Apartments and Antioch Apartments. This sort of wide spread community support and trust has been developed over nine years of commitment to our clients.

SWW is not an organization that seeks publicity for doing a job that taxpayers expect. Rather, we subscribe to the philosophy that if we're not concerned about who gets the credit, there is no limit to the good we can achieve. In collecting support for this proposal much more could have been done. The purpose is not to overwhelm the reader with support, but to provide a sample of the cross section of support SWW enjoys. SWW also has widespread support from teachers, administration and counselors in the schools but has elected not to include but a few. This charter application is about school choice for the community and accordingly the emphasis is on community support.



**Letters from Housing Project Professionals**



# ***SOUTHWEST WINNERS, INC.***

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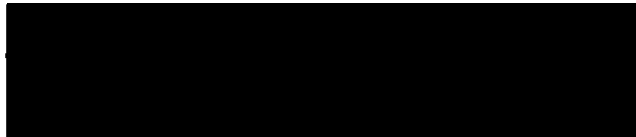
1248 Austin Hwy., Suite 220, - San Antonio, Texas 78209 - (210) 829-8017 - Fax (210) 829-8514

Southwest Winners, Inc.  
1248 Austin Hwy., Suite 220  
San Antonio, Tx. 78209

Dear Mr. Neal:

As parents and or citizens of the community to be served by Southwest Winners Inc. in their application as a charter school, we support SWW's charter application as proposed. Since 1988, SWW has offered a unique slant of a business philosophy and perspective to education and job training that has provided many at-risk youth an opportunity to be challenged and meet the requirements to become a "winner" in school, home and work.

SWW has been an important partner in the education of our youth since 1988 and as a stakeholder in the future of our community, I believe parents and youth should have an educational choice. SWW's proposed Charter School will meet the needs of many of our students who are now dropping out of school without skills that will make them marketable or productive in our community. I support SWW's charter school - Southwest Preparatory School.



1-9-98

Date



# ***SOUTHWEST WINNERS, INC.***

---

1248 Austin Hwy., Suite 220, - San Antonio, Texas 78209 - (210) 829-8017 - Fax (210) 829-8514

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San Antonio, Tx. 78209

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1-8-98

Date



# ***SOUTHWEST WINNERS, INC.***

---

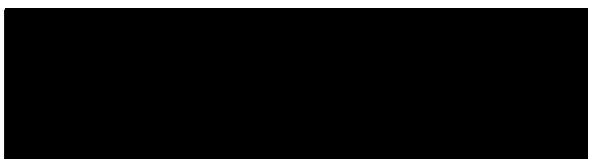
1248 Austin Hwy., Suite 220, - San Antonio, Texas 78209 - (210) 829-8017 - Fax (210) 829-8514

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1-8-95

Date



# ***SOUTHWEST WINNERS, INC.***

---

1248 Austin Hwy., Suite 220, - San Antonio, Texas 78209 - (210) 829-8017 - Fax (210) 829-8514

Southwest Winners, Inc.  
1248 Austin Hwy., Suite 220  
San Antonio, Tx. 78209

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Name

12/30/97

Date



# ***SOUTHWEST WINNERS, INC.***

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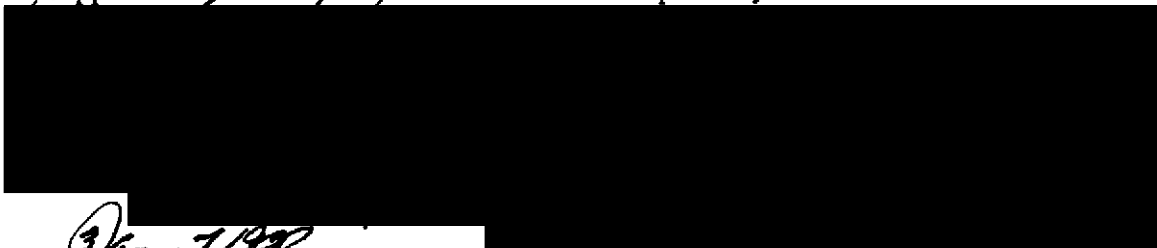
1248 Austin Hwy., Suite 220, - San Antonio, Texas 78209 - (210) 829-8017 - Fax (210) 829-8514

Southwest Winners, Inc.  
1248 Austin Hwy., Suite 220  
San Antonio, Tx. 78209

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*3 Jan 7 1998*  
Date



APPLICATION

# ***SOUTHWEST WINNERS, INC.***

---

1248 Austin Hwy., Suite 220, - San Antonio, Texas 78209 - (210) 829-8017 - Fax (210) 829-8514

Southwest Winners, Inc.  
1248 Austin Hwy., Suite 220  
San Antonio, Tx. 78209

Dear Mr. Neal:

As parents and or citizens of the community to be served by Southwest Winners Inc. in their application as a charter school, we support SWW's charter application as proposed. Since 1988, SWW has offered a unique slant of a business philosophy and perspective to education and job training that has provided many at-risk youth an opportunity to be challenged and meet the requirements to become a "winner" in school, home and work.

SWW has been an important partner in the education of our youth since 1988 and as a stakeholder in the future of our community, I believe parents and youth should have an educational choice. SWW's proposed Charter School will meet the needs of many of our students who are now dropping out of school without skills that will make them marketable or productive in our community. I support SWW's charter school - Southwest Preparatory School.

1-8-98  
Date

**Letters from Parents/Residents Impacted by SWPS**





# ***SOUTHWEST WINNERS, INC.***

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1248 Austin Hwy., Suite 220, - San Antonio, Texas 78209 - (210) 829-8017 - Fax (210) 829-8514

Southwest Winners, Inc.  
1248 Austin Hwy., Suite 220  
San Antonio, Tx. 78209

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Name

3/22/87  
Date



# **SOUTHWEST WINNERS, INC.**

---

1248 Austin Hwy., Suite 220, - San Antonio, Texas 78209 - (210) 829-8017 - Fax (210) 829-8514

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Name 

Date: 12/22/97



APPLICATION

# **SOUTHWEST WINNERS, INC.**

---

1248 Austin Hwy., Suite 220, - San Antonio, Texas 78209 - (210) 829-8017 - Fax (210) 829-8514

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Name

12-22-97

Date



# ***SOUTHWEST WINNERS, INC.***

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1248 Austin Hwy., Suite 220, - San Antonio, Texas 78209 - (210) 829-8017 - Fax (210) 829-8514

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Name: 

10/10/97  
Date



APPLICATION

# **SOUTHWEST WINNERS, INC.**

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1248 Austin Hwy., Suite 220, - San Antonio, Texas 78209 - (210) 829-8017 - Fax (210) 829-8514

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Name 

12/22/07  
Date



# ***SOUTHWEST WINNERS, INC.***

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Name

Date

12-22-91



# ***SOUTHWEST WINNERS, INC.***

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1248 Austin Hwy., Suite 220, - San Antonio, Texas 78209 - (210) 829-8017 - Fax (210) 829-8514

Southwest Winners, Inc.  
1248 Austin Hwy., Suite 220  
San Antonio, Tx. 78209

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Name [REDACTED]

Date

10/21/97

In order to conceal student identifiable information, per FERPA (Family Educational Rights and Privacy Act), 30 pages have been withheld. A sample page of the withheld documents follows this notice.

For more information or to request a copy of these pages, please contact:

Texas Education Agency  
Division of Charter Schools  
1701 N Congress Ave  
Austin, TX 78701  
512-463-9575 phone  
512-463-9732 fax





# ***SOUTHWEST WINNERS, INC.***

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[Redacted Signature Block]  
Name

12-22-87

Date

Southwest Winners has been a blessing  
 to so many people; The program have help  
 my [redacted] in so many  
 ways; It gave [redacted] the opportunities to get  
 GED, the program helped [redacted] to find employment.  
 Southwest Winners and the staff make you  
 feel good about yourself. [redacted] have  
 a good outlook on life; [redacted] know that  
 [redacted] can ~~become~~ <sup>accomplish</sup> anything in life that [redacted]  
 want to, with the help of Southwest Winners  
 Southwest Winners should have more  
 programs. I am happy to see how it have  
 helped my [redacted]

Your Truly  
 [redacted]  
 [redacted]

June 18, 1997

To whom it may concern:

My name is [REDACTED], and I am writing in reference to your program Southwest Winners. My [REDACTED] has progressed in many aspects of the training program. [REDACTED] has accomplished job training, basic skills and best of all [REDACTED] has received [REDACTED] GED.

Once again I believe your program has helped my [REDACTED] in many ways and it can help other young adults in their future to come.

Sincerely,

[REDACTED]  
[REDACTED]

TO Whom It May Concern

I'm writing in regards  
to Southwest Winners. I  
think its a good program  
It helped my [redacted] and [redacted]  
get job training for them to  
get a even better job

Thank You

[redacted]

To whom it may concern,

APPLICATION

I am writing in regards to my [REDACTED] [REDACTED] [REDACTED] is currently enrolled in the Southwest Winner Program. I feel this program has helped [REDACTED] greatly. [REDACTED] has obtained Pre-employment skills and GED training. Due to the training [REDACTED] has received, [REDACTED] currently wants to attend college to further [REDACTED] education. I wish there were more programs such as this to help out of school youths get back on track. Remember the children are our future.

Sincerely,

[REDACTED]

(Eastside Area)

May 15, 1997

To whom it may concern:

I am thankful for the G.E.D. classes my [REDACTED] [REDACTED] is participating in. The Teachers have been a good role model in understanding and learning [REDACTED] the fundamentals of responsibility of adulthood.

The program trains them in education, work force and also, provides them with day care services.

I feel that we need more schools like this one. It is there to help young children to achieve their goals.

Yours Truly,

[REDACTED]  
[REDACTED]  
phone # [REDACTED]

May 15th 1997  
 To: Whom it may concern

A school like Southeast Wisconsin is certainly needed in areas that are easily accessible to children that have learning disabilities and problems learning in a large or regular school classroom.

My [redacted] got along very well in that type of setting. Some teachers are not pressured to keep up with the others.

Some children need that one on one teaching and I recommend Southeast Wisconsin highly and we certainly could use one in this area.

Thanks for letting me express my views about Southeast Wisconsin.

[redacted]

To whom it may concern;

My [REDACTED] [REDACTED] has attended Southwest Minors since January of 1997. Since this time [REDACTED] has achieved a lot of [REDACTED] goals and has learned more about reading and math and responsibilities of employment and has almost completed [REDACTED] G.E.D.

It would be great to have more schools like Southwest Minors teaching G.E.D. classes on the east side.

Thank You Southwest  
Minors for your  
help



To Whom it May Concern :

5/14/97

Southwest Winners has been instrumental in my Pre-employment training. They also were extremely helpful in my job search. Shelly and Orice were very patient with me. They worked with me and around my schedule. I am very satisfied with my job, and extremely grateful for it. Southwest Winners placed me in the job I wanted; with the hours I wanted. I would recommend this program, <sup>to</sup> anyone. The only thing that I would recommend that would better this program, would be an all SED class program, based on the Eastside, and serving the community. I appreciate your time and concern.

Sincerely,

and

**Letters from Professionals**

## APPLICATION



3200 McCullough Avenue  
 San Antonio, Texas 78212-3099  
 Phone: (210) 731-2500  
 Fax: (210) 731-2515

December 16, 1997

RE: Southwest Winners, Inc.  
 Jim Neal, President

To Whom It May Concern,

This letter is written to express my support of Southwest Winners, Inc. and Mr. Jim Neal, President of Southwest Winners, Inc. I have known Jim Neal as a professional educator and as a manager/administrator for over 20 years. In the past ten years, I have enjoyed a very strong professional relationship with him. I can honestly say that he is one of the finest professionals I have ever know. Mr. Neal is a man of unquestionable integrity and genuine ability.

As a principal and Director of Curriculum in the North East Independent School District, I had the opportunity to work with Jim Neal in the coordination of student services with Southwest Winners. Even when the school district made things unnecessarily difficult for Jim, it always responded with grace and dignity and worked through the problems. Indeed, he is a problem solver and a high level thinker. Jim's interests have always been in providing excellent programs for students and not in bringing glory or prestige to his programs.

Recently, Jim asked me to read, analyze and evaluate Southwest Winners' Charter School application. I was very impressed with the document, but I was most impressed with the insight and sense of mission and purpose that was expressed to me. I recommended some minor changes to the application and whole-heartedly endorse the application and the company (SWW) making the application. I look forward to being closely involved with the implementation of this extremely important program and offer my complete support to Jim Neal and Southwest Winners.

If I can provide additional information or assistance for the evaluation or implementation of this program, I am readily available to assist in anyway possible.

Sincerely,

Gary V. Short, Ph D.  
 Principal

A  
 Brainpower  
 Connection  
 School 

419

CLEAR VISIONS, INC.  
I M P R E S S I V E

June 25, 1997

Wes Roberts  
South West Winners  
121 Interpark Blvd.  
San Antonio, TX 78216

Dear Wes,

So often when we watch the ten o'clock news, it seems to be filled with youth violence and disobedience. We wonder what we can do to stem the tide of despair.

In my opinion South West Winners has opened an avenue of opportunity for not only the troubled student but also for local industry to get involved with a solution.

Clear Visions has been involved with South West Winners since 1992, and during that time we have hired seven people from your program. To our delight, those employees have grown and developed into valued members of our operation, as well as valued members of our society.

It works! I continually sing the praises of your program and look forward to a continued relationship with South West Winners. Keep up the great work and thank you for the opportunity.

Sincerely,



Jim Alley  
Plant Manager

## APPLICATION

David Chagoya  
Principal, Education Department  
Fabian Dominguez State Jail  
6535 Cagnon Road  
San Antonio, TX 78252

June 22, 1997

To Whom It May Concern,

I am most proud to write this letter on behalf of Southwest Winners, Inc. in their quest to establish a charter school. For two years now, the Fabian Dominguez "Lifeskills" program and Southwest Winners have enjoyed an extremely complementary relationship, and I very much appreciate their involvement in our educational curricula. We both share very similar missions as we seek to improve society through education and the enhancement of job skills. What's more, Southwest Winners, Inc. is a major administrator of JTPA funding which lists ex-offenders as a target population. As many of our inmate/students are from the greater San Antonio area, Southwest Winners is a key agency as we seek to "reduce recidivism."

To date, we have exchanged information and teaching materials, and even shared guest lecturers to the benefit of the student clientele we both serve. Mr. Jim Neal "led off" with a superb presentation on Goal Setting to nearly 60 inmate/students in our "Lifeskills" class. In return, a member of our faculty addressed SWW Alternative School students with a lesson on prison life from a teacher's perspective. We went one step further when these students were invited to Dominguez for a tour and to interact with inmates from our Lifeskills program. This experience not only gave these young people an "Inside Look" as to the consequences of poor choices, but it provided our students the opportunity to practice the public speaking skills they had been working hard to refine. It was also a form of "payback" to a community that many have harmed through criminal activity. No doubt, it proved an important aspect of rehabilitation. The result was most positive and made even more evident the need for a solid relationship between two agencies with the mission of building or rebuilding lives.

In short, I am most proud of the activities we share with Southwest Winners, Inc. and I hope to expand them even more in the future. We depend much on the forward-thinking and dedicated folks in the community to help us achieve our educational goals. Jim Neal has them and so do we. Combined, we all become "Winners."

Please contact me at (210) 675-6620, ext. 179 if you have any questions or desire any further information.

Sincerely yours,

*David Chagoya*

David Chagoya



APPLICATION

BEXAR COUNTY JUVENILE PROBATION DEPARTMENT  
BEXAR COUNTY JUVENILE CENTER  
600 MISSION ROAD  
SAN ANTONIO, TEXAS 78210-3061

(210) 531-1000  
FAX (210) 531-1120  
(210) 531-1026

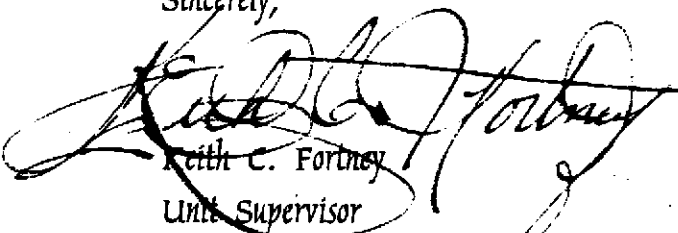
June 26, 1997

To Whom It May Concern:

This letter of introduction is on behalf of The Southwest Winners Inc. As the supervisor of the Westside Unit of the Bexar County Juvenile Probation Department, I have worked in partnership with this fine organization and its leadership for the past six years. We began our relationship in 1991 with the advent of the Summer Youth Job Program. We worked in a collaborative spirit providing for the education and employment of disadvantaged children under the direction of the Juvenile Court. This cooperative working relationship has developed into the establishment of a full-time, General Equivalency Diploma and employment program located inside our Unit. This is the first agreement of its type with Juvenile Probation and is viewed as a highly successful program since its inception in early 1996. The Court views this program as pivotal in the reclamation process in stemming the growing tide of school dropouts. It provides an alternative education program which has a direct correlation to delinquency prevention.

Based on our relationship, I wholly support Southwest Winners Inc. and their endeavor to seek certification as a Charter School. If I can be of additional service, please do not hesitate to call me at 435-4998.

Sincerely,

  
Keith C. Fortney  
Unit Supervisor

422

**WHEATLEY MIDDLE SCHOOL**  
**415 Gabriel Street**  
**San Antonio, Texas 78202**  
June 24, 1997

APPLICATION

Mr. Jim Neal, Program Director  
Southwest Winners, Inc.  
121 Interpark Blvd. Suite #103  
San Antonio, Texas 78216

Mr. Neal:

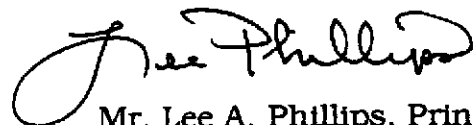
Southwest Winners, Inc. has been working with the youth in this area since 1988 and beginning specifically in 1989 with students living on the east side of San Antonio. The program has made a positive impact on the lives of many of our students by affording them the opportunity to re-direct negative attitudes and influences found in the community. It has served as a vehicle to improve grades and attendance, as well as instill a sense of purpose and reason to continue with their education. It has served as an incentive to stay in school while increasing their self-worth. It has afforded them an opportunity to experience academic enrichment, alternative life-coping skills, modes of conflict resolutions and simulated activities to increase their sense of citizenship.

Southwest Winners, Inc. targets the economically disadvantaged youth between the ages of fourteen and twenty-one, inclusively. The youth are encouraged to set goals and make plans for a career or vocation. Through collaborative efforts, Southwest Winners, Inc. have provided a program with a wide selection of training activities enabling them to make their own best decisions about their future. Youth participants are given the opportunity to receive tutoring and other drop-out interventions such as monitoring of grades and attendance.

Many of our students benefits from participating in the youth programs because it is, quiet often, the first opportunity that they have had to see the impact of their actions on their own lives. We have experienced many successes with Southwest Winners, Inc. participants. Many of the participants went on to complete high school or is gainfully employed in the community and is exceeding their family historical economical and educational status. The current public school system, meet the needs of the masses but inevitably, their are an ever growing number of youths whose needs are not being met. Southwest Winners, Inc. encourages a curriculum which is driven by the declining ability of current high school graduates to compete in the work force or to even choose and prepare for a career.

Southwest Winners, Inc. serves as a visionary, bridging the gap between acquired and necessary skills and the work force.

Respectfully yours,



Mr. Lee A. Phillips, Principal

423



APPLICATION

DEXAR COUNTY JUVENILE PROBATION DEPARTMENT  
DEXAR COUNTY JUVENILE CENTER  
600 MISSION ROAD  
SAN ANTONIO, TEXAS 78210-3851

(210) 531-1000  
FAX (210) 531-1126  
(210) 531-1026

7-7-97

To Whom it may concern:

The Juvenile Probation Department and the Southwest Winner's Program have worked very closely together for a significant period of time. While Probation and Southwest Winners are separate entities, our joint efforts are directed to enhance the future of the needy population we serve - kids.

It has come to my attention that Southwest Winners is attempting to form/implement a charter school for kids who need more individualized educational instruction. These kids are our most "at-risk" children and their numbers are growing, unfortunately.

It is with my support that I submit this letter in hope that a charter school will be created for the benefit of our kids.

Sincerely, Pally Barnes  
Probation Officer





APPLICATION

BEXAR COUNTY JUVENILE PROBATION DEPARTMENT

BEXAR COUNTY JUVENILE CENTER  
600 MISSION ROAD

SAN ANTONIO, TEXAS 78210-3851

(210) 531-1000

FAX (210) 531-1821

Deputy Chief Probation Officers  
Maria Candelaria Beltran - Institutions  
Pete Gonzales, Jr. - Community Corrections

Assistant Chief Probation Officers  
Herman C. Wolf - Probation Services  
Jim Pesek - Support Services  
Bennie R. Reyes - Family Support Services

JOSE E. CASTILLO  
Chief Probation Officer

June 25, 1997

South West Winners  
121 Interpark Ste. 103  
San Antonio, Texas 78216

To Whom It May Concern:

This is to advise that the South West Winners program has been utilized by the Bexar County Juvenile Probation Department, in placing children in summer youth programs. South West Winners Incorporated has always acted in a professional manner and would be an excellent candidate for a continuing education program.

If I can be of any additional assistance, I can be contacted at 531-1829.

Sincerely,

A handwritten signature in cursive script that reads "Mike Valco".

Mike Valco  
Job Development Officer



# ST. PHILIP'S COLLEGE

*A Point of Pride in the Community*

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TO WHOM IT MAY CONCERN:

June 26, 1997

It is my pleasure to recommend Southwest Winners, Hope Learning Center, in their application to become a charter school. Although we have only be associated together for a little less than a year, I know them to be a competent and enthusiastic organization dedicated to their effort.

One of the issues which convinced our congregation to welcome them to the use of our facilities was their commitment to improving the opportunities and job placement of adults and teen agers. I admire the work that they do with young people. They take young people who have had a number of different difficulties in school and enable them to find success in their efforts.

In addition, they have added to our ministry to the community simply by being in our building. It has enhanced our perspective by knowing that they are at work in our place and in some ways in our name. We of the congregation called Hope Presbyterian Church are proud to be associated with this organization and I, as a college professor, strongly endorse their efforts and applaud their success in providing opportunities to people who have been greatly challenged by our society.

Should you require additional comment, please do not hesitate to call.

Shalom y suerte.....

Michael W. Smith  
Professor, St. Philip's College  
Pastor, Hope Presbyterian Church

**Attachment 16**

**Resumes/Job Descriptions of  
SWPS Staff**

**SWPS Staff Year 1**

Title	Name	Highest Level of Education	TEA Certified	No of yrs with at-risk youth/public education
Superintendent	Jim Neal	Masters	Yes	13
Principal/Director	Wes Roberts	Masters	No	2
Teacher	Tom Osborne	Bachelor	Yes	7
Special Ed Teacher	Vacant	-	-	-
Administrative Asst.	Vacant	-	-	-

**JAMES K. NEAL JR.**  
**PRESIDENT/SUPERINTENDENT**

**EXPERIENCE**

July 1997 to Present

**President**

As President of Southwest Winners, Inc. Mr. Neal successfully implemented model JTPA programs. By combining a business approach to JTPA, SWW has exceeded performance standards in the JTPA arena and introduced JTPA hiring strategies, in companies as part of their human resource development, to the advantage of both. Mr. Neal has directed all six JTPA programs offered in the Service Delivery Area. Programs include services to economically disadvantaged youth and adults, dislocated workers, non-traditional training for women and rapid response services to companies that have laid off fifty or more employees. He is involved in the overall program management and has intimate knowledge of program details at the local, state and federal level. Mr. Neal has established a JTPA firm that is well respected in the community at large and by the business sector, local school districts and JTPA service providers. SWW is known for being innovative in its approach to the design and implementation of its JTPA programs and for achieving outstanding results.

Responsibilities also include the development and oversight of contracts. Coordinates JTPA summer youth programs and JTPA IIA training and placement programs. Has worked successfully with independent school districts and has, with their full support and cooperation, incorporated the JTPA programs with their ongoing formal education programs. Mr. Neal established an alternative school in 1992 that provides alternative educational services to at-risk economically disadvantaged students in Bexar County. The program has been successful in establishing a reputation for quality education at the level needed whether it be at-risk learners requiring basic skills remediation or one requiring college preparatory courses. Mr. Neal has designed a sexual abstinence program, Young Winners Leadership Training Program, that has targeted youth at high risk of pregnancy in housing projects and the Bexar County Juvenile Detention Center.

**Southwest Winners**

Program Manager San Antonio, Texas, 1988 to July 1997

Responsible for the supervision and operation of Job Training Partnership Act Programs in Title IIA, IIB, IIC and Title III. Requirements include program planning, day-to-day operations, supervision of the programs, and interfacing with community based organizations and school districts. Has been the Program Manager for thirty JTPA contracts from 1988 to present. Has an excellent operational knowledge of JTPA programs, regulations, Client Management Systems (CMS), Performance Standards, AWD Inc. and the Alamo Serviced Delivery and its Board.

regulations, Client Management Systems (CMS), Performance Standards, AWD Inc. and the Alamo Serviced Delivery and its Board.

**CERTIFICATIONS**

Texas Education Agency - All levels teacher certificate.

**EDUCATION**

Texas A&M University, College Station, Texas, B.S., 1970.

University of Texas at San Antonio, San Antonio, Texas, M.A., 1978.

**WES ROBERTS***Human Resources Manager/Trainer***(210) 967-5300; 6303 Wenzel Rd., San Antonio, Texas 78233-3952**

---

**OFFERING:** *Experienced, computer literate trainer, insightful counselor, & pro-active human resource generalist with proven managerial and teaching abilities.*

**EDUCATION**

**M.A. Psychology, St. Mary's University  
B.S. Human Factors Engineering, U.S. Air Force Academy**

**EXPERIENCE**

**1996-1997** Classroom Teacher for prominent Alternative High School. Full charge responsibilities include teaching, extensive one-on-one coaching, test design, portfolio management, record keeping, supervising staff of 3, parent relations, traditional school system relations, and student motivation. Effectively teaches especially gifted as well as learning disabled and court-ordered attendees. Introduced use of CD-ROM learning systems; defined and refined computer-based, self-paced curriculum to comply with state requirements. Organizes and conducts all public events; graduation ceremonies, PTA meetings, and field trips.

**1981-1996** Human Resources Director & Technical Project Manager during focused career as U.S. Air Force officer. Motivated people, set up administrative systems, and established and met production goals as demanded from any organizational manager. Diverse geographic assignments include pivotal Project Director role in Norway, ensuring logistics support and administrative services for joint U.S. forces and citizenry in that region. Directed daily agenda for 70+ employees. Administered varied support functions which progressively grew, based on previous performance, to encompass hospital facilities, multiple post offices, data and voice communications, and all personnel-related obligations for over 300 U.S. citizens. Oversaw pioneer installation and setup of local area network, and direct-dial telephone system. Frequently called upon as internal consultant for statistical analysis. Incorporated PERT charts, critical path measurement, and decision tree techniques for higher level commanders. Praised in writing for abilities as a planner, implementer, and effective "people person." At Pentagon, honed reputation as a clear writer; constantly recruited to draft speeches, reports, and briefings. Designed critical topic presentations as needed. Trusted as key liaison to foreign dignitaries, special guests of the U.S. government, and other VIPs. Drew upon human factors engineering background to gain extraordinary human relations abilities as administrative officer. Blended education with experience and put into practice in the challenging civilian world of Alternative Education and Human Development.

**PERSONAL DATA**

*Excellent health, avid exerciser, nonsmoker; serious computer user/owner familiar with popular office software and Internet. Favorite activities focus on family events, music, reading. Knowledgeable dog owner. Outstanding references available; salary and type of assignment open to negotiation.*

**THOMAS E. OSBORN**  
7226 Blanco Road, #3552, San Antonio, Texas 78216  
(210) 979-8778

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**OBJECTIVE:**

Seeking a challenging position in Education, Training or Project Management.  
Capitalizing on use of my education, business, educational and managerial experience.

**EDUCATION:**

B. S. - Texas A&M University, College Station, Texas  
OCS - Texas Army National Guard  
All Levels Teaching Certification - TEA

**EXPERIENCE:**

1995 - 1996 Soutwest Winners, Inc., Alternative High School, San Antonio, Texas  
1992 - 1995 Krueger Middle School, San Antonio, Texas  
1980 - 1992 Lincoln Middle School, Abilene, Texas  
1978 - 1980 U. S. Brass Corp., Abilene, Texas  
1977 - 1978 Aileen's Manufacturing, Abilene, Texas

**QUALIFICATIONS:**

Education and training; including curriculum design and development, conducting student testing and evaluation. Math and sciences high school instructor. Alternative High School Instructor for all subjects. Athletic coaching and training.

Management and administration; staff recruitment, placement and scheduling.  
Timekeeping and payroll. Policy setting and implementation. Estimating for contract bids and negotiations. Inventory control. Facility and equipment maintenance and security, purchasing and inventory control, materials management. Budget implementation, cost accounting, expenditure analysis, reporting and forecasting and planning.

Industrial construction project management; buildings, concrete, airfields and drainage. Design modifications and blueprint reading, testing and inspections, electrical and plumbing. Shift supervision in manufacturing environments.

Communications and customer service. Public relations management. Presentation, reporting and correspondence. Computer operations utilizing commercial and custom word processing and data processing software applications.

**ADDITIONAL EDUCATION:**

Engineer Officer Basic Course  
Engineer Officer Advanced Course  
Command and General Staff Officer Course (Commandant's List)



## SWPS Staff Year 2

Title	Name	Highest Level of Education	TEA Certified	No of yrs with at-risk youth/public education
Superintendent	Jim Neal	Masters	Yes	13
Principal/Director/Math	Wes Roberts	Masters	Yes	2
Principal/Math	Carolyn Williams	Masters	Yes	28
Teacher/Science/English	Tom Osborne	Bachelor	Yes	7
Teacher/History/English	Diane Tilly	Masters	Yes	10
Special Ed Teacher	Patsy Martin	Masters	Yes	22
Teacher/Electives	Carl Engleman	Masters	Yes	5
Teacher/Vacant				
Teacher/Vacant				
Accountant/Vacant				
Admin. Asst./Vacant				

**CARLOYN J. WILLIAMS**  
4711 Sea Breeze  
San Antonio, Texas 78220

## **EDUCATION**

Fayetteville State University, Fayetteville, North Carolina, January 1970.  
Bachelor of Science Degree in Mathematics, Minor in Physics.

Prairie View A&M University, Prairie View, Texas, May 1990  
Master of Education Degree in School Administration.

## **CERTIFICATION**

Teacher: High School Mathematics  
Assistant Principal  
Computer Literacy

## **WORK EXPERIENCE**

### **San Antonio Independent School District**

Mathematics Teacher. Responsible for meeting prescribed objectives and goals mandates of the district and immediate supervisor.

Wheatley Middle School - 8 years  
Whittier Middle School - 11 years  
SAISD Summer School  
Jefferson HS - 6 years (1975 - 1980 & 1983)  
Brackenridge HS - 2 years (1985 & 1988)  
King MS - 1 year (1987)

Outreach Teacher. Worked with visiting teacher making home visits when necessary. Participated in court related activities when warranted. Researched data and compiled statistics on various projects designated by the administration. Updated statistics on federal programs and students absence. All administrative task assigned by supervisor. Three years (1983 - 1986).

Alternative Remedial Program Teacher. Provided students with individualize programs which will enable students to progress and master the essential elements as rapidly as possible. Two years (1986 - 1988)

**Bexar County Teachers Federal Credit Union**

Manager (Part-time). Verify accuracy of generated month, quarter and year end reports making adjusting entries when necessary. Reconcile bank statements, balancing general ledger accounts, processing loans.

**EQUIPMENT**

TRS-80  
IBM 20/20  
Apple PC  
10 Key Punch

**REFERENCES**

Mrs. Juretta W. Marshall  
4607 Lock Lomond  
San Antonio, Texas 78220  
(512) 661-2480

Mrs. Sandra Sapenter  
826 Dunwoodie Drive  
San Antonio, Texas 78219  
(512) 225-6430

Mr. Windsor J. Tanner  
343 Canton Street  
San Antonio, Texas 78202  
(512) 226-7789

**DIANE A. TILLY**  
 11800 Braesview #2107  
 San Antonio, Texas 78213  
 (210)348-9544

## EDUCATION

Master of Education (M. Ed.)  
 School Administration  
 Trinity University, 1992

Bachelor of Science (B.S.P.E.)  
 Secondary Education  
 Baylor University, 1968

## EXPERIENCE

1993 - 1997

- ^ Northside Independent School District - Homebound Teacher for Clark High School students - September, 1996 - May, 1997
- ^ Estee Lauder - Promotional Assistant - Travel San Antonio and South Texas area for Estee Lauder - 1993 - Present
- ^ Alamo Heights High School - Teacher - Freshman English and American History, Spring Semester, 1993

1992 - 1993

- ^ New Braunfels Independent School District - Homebound Teacher
- ^ Elected to serve on the Site-Based Decision-Making Committee for New Braunfels High School

1990 - 1992

- ^ Trinity University - Department of Education - Coordinator of Trinity Partners and Liaison between Trinity Partners and Trinity University
- ^ Trinity University - Graduate Assistant to Dr. Ivan Fitzwater, Chairman of School Administration

1979 - 1992

- ^ New Braunfels Independent School District - Served on committees to develop Gifted/Talented program, sex education curriculum, drug and alcohol curriculum, and five year accreditation plan. Advisory board member for VOCT and served for eight years on the Superintendent's Advisory Committee.

1968 - 1971

- ^ Fry Junior High School - Physical Education and Health Teacher - Texas City, Texas
- ^ State Certification in Supervision and Mid-Management Administration - 1992
- ^ Macintosh and IBM computer experience

## PROFESSIONAL AFFILIATIONS

- ^ Association for Supervision and Curriculum Development
- ^ American Association of University Women

## PATSY G. MARTIN

223 Glentower \* San Antonio, TX \* 78213 \* (210) 341-1026

Conscientious, hard working special educator with over 20 years experience working with at risk students. Excellent reputation as creative, innovative and results oriented teacher, speech/language pathologist, transition coordinator and vocational adjustment coordinator. Full range of experience working with students of all grade levels, parent and community leaders.

### EMPLOYMENT HISTORY:

Alamo Heights I.S.D. ....(1977 - present)  
San Antonio, Texas

Alamo Heights High School .....(1985 - present)

- Vocational Adjustment Coordinator
  - Develop Vocational training sites for special education students and provide training to employers and co-workers pertaining to students' special needs on an as needed basis
  - Provide case management services to all vocational adjustment students including developing the individual education plan, attending ARD's and providing consultation services to all regular education teachers
  - Develop career awareness and provide vocational counseling
- Transition Coordinator .....(1988 - present)
  - Plan and implement transition plans for all special education students for all Alamo Heights High School and designated students at Alamo Heights Junior School
  - Act as liason from Alamo Heights I.S.D. with social service agencies in the community to provide support services for families of special education students
  - Coordinate career awareness opportunities for students prior to graduation from high school
  - Interface with post secondary schools and agencies by providing information and linkages in the areas of education, vocational training, residential options, and recreation/leisure activities
  - Chair all transition meetings within the Alamo Heights I.S.D.
  - Provide case management services for all special education students placed in alternative school settings
- Homebound Teacher .....(1985 - 1998)
  - Provided all academics to students who were unable to attend school at the high school level

Southwest Winners Summer Youth Program .....(1991)

- Training site manager at Churchill High School for at risk students
  - Reading facilitator responsible for improving reading vocabulary and comprehension
  - Liason between school administration and parents

- B.C.O.I.C. Summer Youth Program .....(1990)
- Language Arts Teacher
    - Developed and implemented a language arts program for at risk inner city students
    - Incorporated a vocational awareness component within the curriculum

- Alamo Heights Junior School .....(1977 -1985)
- Licensed Speech/Language Pathologist
    - Evaluated and provided speech/language therapy to students from sixth through eighth grade
  - Resource Teacher
    - Provided academic assistance and remediation to special education students in the seventh and eighth grade
    - Developed and implemented a science curriculum for eighth grade special education students
    - Department Chairperson for the Special Education/Vocational Education Department

- South San Antonio I.S.D. ....(1975 -1977)
- Itinerant Speech/Language Pathologist
    - Evaluated and provided speech/language therapy for students in kindergarten through high school
    - Performed audiological and visual screening examinations for all homebound students in the South San Antonio I.S.D.

**Education:**

Incarinate Word College .....(1984 - 1986)  
 San Antonio, Texas  
 Master of Education (G.P.A. 3.9)

University of Texas at Austin .....(1964 - 1969)  
 Austin, Texas  
 Bachelor of Science Elementary Education and Speech/Language Pathology

**Honors:**

Secretary - Alamo District Association of Vocational Adjustment Coordinators .....(1986 - 1987)  
 President - Alamo District Association of Vocational Adjustment Coordinators .....(1987 - 1988)  
 Key Educator of the Year Finalist - North San Antonio Chamber of Commerce.....(1988)

**CARL H. ENGLEMAN**

2141 Lupine Trail  
 San Marcos, Texas 78666  
 (512) 396-8713

**EMPLOYMENT & TRAINING SERVICE COORDINATOR**

**Professional Goal** A progressively challenging position in a stimulating work environment that provides recognition for quality work.

**Education** *Texas A&M University* College Station, Texas  
 M.Ed. (30 hrs toward Ph.D.)  
 Psychology, Statistics, Education  
*Texas A&M University* College Station, Texas  
 B.S. Health & P.E., Science, Math

**Qualifications/ Skills Summary** *Teacher/Trainer Competencies*- Teaching/Learning skills, Exploration and analysis of subject matter, planning and presentation of workshops, Listening skills, Group facilitation, Reviewing/Evaluating/Recommending instructional materials, Maintenance & repair of supplemental media equipment, Motivational skills.

*Director/Manager/Coordinator*-Planning and executing long and short range goals, Supervising, directing and evaluating employees, problem solving/decision making, Cost analysis, Budgeting, Recruiting and retention.

*Performance Measurement*- Statistical analysis, Formulating projections, Records Storage and retrieval, Computational skills, Pay/Leave status documentation, Graph Production and synoptic evaluation of data.

*Counseling*- Individual and group guidance, Arbitration, Coping skills, Stress mgmt And reduction, Mental health, Self evaluation, Teamwork, Morale,

*Professional/Technical Competencies*- Strong oral, written and interpersonal communication skills, Demonstrated leadership ability, Speak/read/write Spanish, IBM PC experience with windows, word processing software, spreadsheet software, Graphics, E-Mail, internet, LAN.

**Experience** 1993 - present -Center Accountability Officer, Coordinator Maximum Benefits, Coordinator Performance Measurement Information Systems. Gary Job Corps Center, San Marcos, TX

1992-1993 - Counselor - Gary Job Corps Center, San Marcos, TX

1989-1991 - Ranch Manager - J.P Ranch, Grand Saline, TX (2,000 acres)

1987-1988 - Math Instructor - Gary Job Corps Center, San Marcos, TX

1979-1987 - Self Employed Contractor - Caldwell, TX

1977-1979 - Director of Adult Education, Region IV ESC, Houston, TX

1976-1977 - Director of Media Services, Windham Sch. Dist., Huntsville, TX

1973-1975 - Counselor, Brazos Valley MHC, Bryan, TX (Internship for M.Ed.)

1972-1973 - Teacher/Coach, Stephen F. Austin HS, Bryan, TX

1971-1972 - Teacher/Coach, Anson Jones Jr. High, Bryan, TX

1969-1971 - U.S. Army Officer, Decorated Viet Nam Veteran

**References** Available upon request

**Abbreviated Job Description/Superintendent**

The Superintendent will be the visionary of SWPS and act as a liaison between SWPS Board of Directors and SWW Board of Directors. The superintendent will submit the budget to the SWW Board for approval and carry out the will of the SWW Board in the overall management of the strategic plan. The Superintendent will review reports submitted by the Principal/Director concerning the status/performance of SWPS. The Superintendent is also the liason with TEA providing all reports and documentation required. The Superintendent will approve the hiring and firing of employees and implement policy change. The Superintendent will attend all board meetings of SWPS and SWW Inc.

Requirements: Masters Degree, TEA certified or 3 years management experience.



**Abbreviated Job Description**  
**Principal/Director**

The Principal will oversee the SWPS Austin Hwy location in the first year and become the Director of both locations in the second year while performing as the Principal of the SWPS Austin Hwy location. In the first year the Principal will operate SWPS concerning all day-to-day decisions while assuming teaching responsibilities. The Principal is responsible for hiring, training, evaluation and oversight of staff in addition to the responsibility of meeting all performance standards and goals. The Principal will submit reports to the Superintendent in a timely manner and implement corrective action when needed to ensure all goals are met. The Principal will meet and coordinate activities and decisions with staff and the SWPS Board.

In the second year the Principal/Director will also include data from the Hope Presbyterian Church location in reports to the Superintendent. The Director is responsible to see that the Principal at the HPC location operates in a manner consistent with SWPS policies and procedures.

Requirements: Same as Superintendent

**Abbreviated Job Description/Teacher**

Teachers are responsible for creating an orderly and motivational classroom environment conducive to learning and the promotion of good citizenship. Teachers must be knowledgeable in subject content and willing to improve and develop professional skills and knowledge. Teachers must create adaptive curriculum that captures the essential knowledge required by the State and recognize that individual learning styles, rates and abilities must be considered in the implementation. Teachers will inform parents of progress or lack of progress of their children.

Requirements: Must have a college degree.

**Abbreviated Job Description/Special Education Teacher**

The Special Education Teacher will oversee all educational components of Special Education Students. This will include the development of the Individual Education Plan (IEP) which will include a behavior management plan with consequences in addition to address the educational needs of the student. The Special Education Teacher is responsible for the compliance of all aspects of special education services with TEA requirements. The Special Education Teacher will also assist special education students in the classroom.

Requirements: TEA certified in special education.

**Abbreviated Job Description/Administrative Assistant**

The Administrative Assistant is responsible for all coordination between Region 20 (PEIMS contractor), driving the van for special education students, providing receptionist duties, providing administrative assistance to the Principal and contacting parents when needed. The Administrative Assistant will assist teachers in miscellaneous tasks when approved by the Principal.

Requirements: High School Diploma

**Attachment 17**

**Budget**

Year 1

## Budget Worksheet for Charter Schools

Overview	Object Code	Total
Net Assets at Beginning of Year		<u>0</u>
<b>Estimated Revenues:</b>		
Local Sources	<u>188,000</u>	
State Sources	<u>          </u>	
Federal Sources	<u>          </u>	
Other Sources	<u>          </u>	
<b>Total Estimated Revenues</b>		<u><b>188,000</b></u>
<b>Estimated Expenses:</b>		
Payroll Costs	6500 <u>141,641</u>	
Professional and Contracted Services	6200 <u>13,900</u>	
Supplies and Materials	6300 <u>0</u>	
Other Operating Costs	6400 <u>32,459</u>	
Debt Expense	6500 <u>0</u>	
<b>Total Estimated Expenses</b>		<u><b>188,000</b></u>
Gains	7950 <u>0</u>	
Losses	8950 <u>0</u>	
<b>Change in Net Assets</b>		<u><b>0</b></u>
<b>Net Assets at End of Year</b>		<u><b>0</b></u>

**Charter School Budget Categories  
Expenses**

	<b>Function Code</b>	<b>Object Code</b>	<b>Total</b>
<b>Instruction:</b>	<b>11</b>		
Payroll Costs		6100 <u>60,329</u>	
Professional and Contracted Services		6200 <u>0</u>	
Supplies and Materials		6300 <u>0</u>	
Other Operating Costs		6400 <u>0</u>	
Debt Expense		6500 <u>0</u>	
<b>Total Instruction</b>			<u>60,329</u>
<b>Instructional Resources and Media Services:</b>	<b>12</b>		
Payroll Costs		6100 <u>8,843</u>	
Professional and Contracted Services		6200 <u>0</u>	
Supplies and Materials		6300 <u>0</u>	
Other Operating Costs		6400 <u>0</u>	
Debt Expense		6500 <u>0</u>	
<b>Total Instructional Resources and Media Services</b>			<u>8,843</u>
<b>Curriculum Development and Instructional Staff Development:</b>	<b>13</b>		
Payroll Costs		6100 <u>11,109</u>	
Professional and Contracted Services		6200 <u>0</u>	
Supplies and Materials		6300 <u>0</u>	
Other Operating Costs		6400 <u>0</u>	
Debt Expense		6500 <u>0</u>	
<b>Total Curriculum Development and Instructional Staff Development</b>			<u>11,109</u>
<b>Instructional Leadership:</b>	<b>21</b>		
Payroll Costs		6100 <u>9,813</u>	
Professional and Contracted Services		6200 <u>800</u>	
Supplies and Materials		6300 <u>0</u>	
Other Operating Costs		6400 <u>0</u>	
Debt Expense		6500 <u>0</u>	
			<b>447</b>

APPLICATION

**Total Instructional Leadership**

10,613

**School Leadership: 21**

<b>Payroll Costs</b>	<b>6100</b>	<u><b>9,813</b></u>
<b>Professional and Contracted Services</b>	<b>6200</b>	<u><b>0</b></u>
<b>Supplies and Materials</b>	<b>6300</b>	<u><b>0</b></u>
<b>Other Operating Costs</b>	<b>6400</b>	<u><b>0</b></u>
<b>Debt Expense</b>	<b>6500</b>	<u><b>0</b></u>

**Total School Leadership**

9,813



## Charter School Budget Categories (Continued)

	Function Code	Object Code	Total
<b>Guidance, Counseling and Evaluation Services:</b>	<b>31</b>		
Payroll Costs		6100 <u>16,664</u>	
Professional and Contracted Services		6200 <u>0</u>	
Supplies and Materials		6300 <u>0</u>	
Other Operating Costs		6400 <u>0</u>	
Debt Expense		6500 <u>0</u>	
<b>Total Guidance, Counseling and Evaluation Services</b>			<u>16,664</u>
<b>Social Work Services: (Optional)</b>	<b>32</b>		
Payroll Costs		6100 <u>0</u>	
Professional and Contracted Services		6200 <u>0</u>	
Supplies and Materials		6300 <u>0</u>	
Other Operating Costs		6400 <u>0</u>	
Debt Expense		6500 <u>0</u>	
<b>Total Social Work Services</b>			<u>0</u>
<b>Health Services:</b>	<b>33</b>		
Payroll Costs		6100 <u>0</u>	
Professional and Contracted Services		6200 <u>500</u>	
Supplies and Materials		6300 <u>0</u>	
Other Operating Costs		6400 <u>0</u>	
Debt Expense		6500 <u>0</u>	
<b>Total Health Services</b>			<u>500</u>
<b>Student Transportation: (Optional)</b>	<b>34</b>		
Payroll Costs		6100 <u>4,386</u>	
Professional and Contracted Services		6200 <u>0</u>	
Supplies and Materials		6300 <u>0</u>	
Other Operating Costs		6400 <u>4,440</u>	
Debt Expense		6500 <u>0</u>	
			<b>449</b>

**Total Student Transportation**8.826**Food Services: (Optional)**

35

Payroll Costs

6100 0Professional and Contracted  
Services6200 0

Supplies and Materials

6300 0

Other Operating Costs

6400 0

Debt Expense

6500 0**Total Food Services**0

## Charter School Budget Categories (Continued)

	Function Code	Object Code	Total
<b>Co-curricular/Extracurricular Activities: (Optional)</b>	<b>36</b>		
Payroll Costs		6100 <u>0</u>	
Professional and Contracted Services		6200 <u>0</u>	
Supplies and Materials		6300 <u>0</u>	
Other Operating Costs		6400 <u>0</u>	
Debt Expense		6500 <u>0</u>	
<b>Total Co-curricular/Extracurricular Activities</b>			<u>0</u>
<b>General Administration</b>	<b>41</b>		
Payroll Costs		6100 <u>20,684</u>	
Professional and Contracted Services		6200 <u>10,000</u>	
Supplies and Materials		6300 <u>0</u>	
Other Operating Costs		6400 <u>4,225</u>	
Debt Expense		6500 <u>0</u>	
<b>Total General Administration</b>			<u>34,909</u>
<b>Plant Maintenance and Operations:</b>	<b>51</b>		
Payroll Costs		6100 <u>0</u>	
Professional and Contracted Services		6200 <u>2,600</u>	
Supplies and Materials		6300 <u>0</u>	
Other Operating Costs		6400 <u>23,794</u>	
Debt Expense		6500 <u>0</u>	
<b>Total Plant Maintenance and Operations</b>			<u>26,394</u>
<b>Security and Monitoring Services: (Optional)</b>	<b>52</b>		
Payroll Costs		6100 <u>0</u>	
Professional and Contracted Services		6200 <u>0</u>	
Supplies and Materials		6300 <u>0</u>	
Other Operating Costs		6400 <u>0</u>	
			<b>451</b>

<b>Debt Expense</b>		<b>6500</b>	<u>0</u>	
<b>Total Security and Monitoring Services</b>				<u>0</u>
<b>Data Processing Services:</b>	<b>53</b>			
<b>Payroll Costs</b>		<b>6100</b>	<u>0</u>	
<b>Professional and Contracted Services</b>		<b>6200</b>	<u>0</u>	
<b>Supplies and Materials</b>		<b>6300</b>	<u>0</u>	
<b>Other Operating Costs</b>		<b>6400</b>	<u>0</u>	
<b>Debt Expense</b>		<b>6500</b>	<u>0</u>	
<b>Total Data Processing Services</b>				<u>0</u>

### Budget Narrative

Salaries (See salary distribution schedule)	123,166
Fringes (Budget for 15%)	18,475
Rent (2615 sq ft @ 60¢/sq ft @ 12 mos)	18,828
Utilities (Based on an average of 12¢/sq ft @ 12 mos)	3,766
Janitorial (Based on \$50.00 per wk)	2,600
Phone (Based on \$100.00 mo)	1,200
Insurance (Van, on-site medical and liability)	2,000
Audit (Based on size of contract)	2,225
Health (Budget to refer to nurse located in Austin Hwy parking lot)	500
Staff Developing/Continuing Education	800
Transportation (Lease of van for @ \$300.00/mo for 12 mos. And fuel based on \$70.00/mo)	4,440
General Administration (Contract with Region 20)	10,000
	188,000

## Salary Distribution Schedule

Name	No. of Mos.	% Admin	% Instruction	% Instructional Resources	% Curriculum Dev	% Staff Develop	% Instruc Leader	% Guidance & Counseling	% Transportation	Total Salary	Fringes	Total
Neal, Jim	12	10	0	0	0	0	0	0	0	7,500	1,125	8,625
Roberts, Wes	12	0	50	5	10	10	10	15	0	55,000	8,250	63,250
Osborn, Tom	10	0	60	5	10	5	5	15	0	20,800	3,120	23,920
Vacant	10	0	60	5	10	5	5	15	0	20,800	3,120	23,920
Vacant	10	55	0	15	0	5	5	0	20	19,066	2,860	21,926
<b>TOTAL</b>		17,986	52,460	7,690	9,660	8,533	8,533	14,490	3,814	123,166	18,475	141,641
<b>Fringes</b>		2,698	7,869	1,153	1,449	1,280	1,280	2,174	572			
<b>Total with Fringes</b>		20,684	60,329	8,843	11,109	9,813	9,813	16,664	4,386			
<b>% of Total Budget</b>		9.6	27.9	4	5.1	4.5	4.5	7.7	2	65.3		

Year 2

## Budget Worksheet for Charter Schools

Overview	Object Code	Total
Net Assets at Beginning of Year		<u>0</u>
<b>Estimated Revenues:</b>		
Local Sources	<u>470,000</u>	
State Sources	<u>          </u>	
Federal Sources	<u>          </u>	
Other Sources	<u>          </u>	
<b>Total Estimated Revenues</b>		<u>470,000</u>
<b>Estimated Expenses:</b>		
Payroll Costs	6500 <u>378,350</u>	
Professional and Contracted Services	6200 <u>14,200</u>	
Supplies and Materials	6300 <u>25,000</u>	
Other Operating Costs	6400 <u>52,450</u>	
Debt Expense	6500 <u>0</u>	
<b>Total Estimated Expenses</b>		<u>470,000</u>
Gains	7950 <u>0</u>	
Losses	8950 <u>0</u>	
<b>Change in Net Assets</b>		<u>0</u>
<b>Net Assets at End of Year</b>		<u>0</u>

Year 3

## Budget Worksheet for Charter Schools

Overview	Object Code	Total
Net Assets at Beginning of Year		<u>0</u>
<b>Estimated Revenues:</b>		
Local Sources	<u>658,000</u>	
State Sources	<u>          </u>	
Federal Sources	<u>          </u>	
Other Sources	<u>          </u>	
<b>Total Estimated Revenues</b>		<u>658,000</u>
<b>Estimated Expenses:</b>		
Payroll Costs	6500 <u>529,690</u>	
Professional and Contracted Services	6200 <u>20,600</u>	
Supplies and Materials	6300 <u>23,000</u>	
Other Operating Costs	6400 <u>59,668</u>	
Debt Expense	6500 <u>0</u>	
<b>Total Estimated Expenses</b>		<u>632,958</u>
Gains	7950 <u>25,042</u>	
Losses	8950 <u>0</u>	
<b>Change in Net Assets</b>		<u>25,042</u>
<b>Net Assets at End of Year</b>		<u>25,042</u>



## Year 4

## Budget Worksheet for Charter Schools

Overview	Object Code	Total
Net Assets at Beginning of Year		<u>25,042</u>
<b>Estimated Revenues:</b>		
Local Sources	<u>658,000</u>	
State Sources	<u>          </u>	
Federal Sources	<u>          </u>	
Other Sources	<u>          </u>	
<b>Total Estimated Revenues</b>		<u>658,000</u>
<b>Estimated Expenses:</b>		
Payroll Costs	6500 <u>529,690</u>	
Professional and Contracted Services	6200 <u>20,600</u>	
Supplies and Materials	6300 <u>23,000</u>	
Other Operating Costs	6400 <u>59,668</u>	
Debt Expense	6500 <u>0</u>	
<b>Total Estimated Expenses</b>		<u>632,958</u>
Gains	7950 <u>25,042</u>	
Losses	8950 <u>0</u>	
<b>Change in Net Assets</b>		<u>25,042</u>
<b>Net Assets at End of Year</b>		<u>50,084</u>

Year 5

## Budget Worksheet for Charter Schools

Overview	Object Code	Total
Net Assets at Beginning of Year		<u>50,084</u>
<b>Estimated Revenues:</b>		
Local Sources	<u>940,000</u>	
State Sources	<u>          </u>	
Federal Sources	<u>          </u>	
Other Sources	<u>          </u>	
<b>Total Estimated Revenues</b>		<u>940,000</u>
<b>Estimated Expenses:</b>		
Payroll Costs	6500 <u>756,700</u>	
Professional and Contracted Services	6200 <u>28,500</u>	
Supplies and Materials	6300 <u>24,000</u>	
Other Operating Costs	6400 <u>95,656</u>	
Debt Expense	6500 <u>0</u>	
<b>Total Estimated Expenses</b>		<u>904,856</u>
Gains	7950 <u>35,144</u>	
Losses	8950 <u>0</u>	
<b>Change in Net Assets</b>		<u>35,144</u>
<b>Net Assets at End of Year</b>		<u>85,228</u>

## Projected Budget Year 2-5

(Based on 94% attendance)

Revenue/Enrollment	Year 2 470,000/125	Year 3 658,000/174	Year 4 658,000/175	Year 5 940,000/250
Payroll Costs	329,000	460,600	460,600	658,000
Fringes	49,350	69,090	69,090	98,700
Teaching Staff to Students 16 to 1	8	11	11	16
Rent				
Austin Hwy	18,828	18,828	18,828	18,828
HPC	7,200	7,200	7,200	29,928*
Utilities				
Austin Hwy	3,800	4,000	4,200	4,400
HPC	1,440	1,440	1,500	7,200*
Janitorial				
Austin Hwy	2,600	2,800	2,800	3,000
HPC	2,600	2,800	2,800	4,500*
Phone				
Austin Hwy	1,300	1,500	1,500	1,500
HPC	1,000	1,200	1,200	1,300
Insurance	3,500	4,500	4,500	6,500*
Audit	5,000	6,000	6,000	8,000
Health	3,000	5,000	5,000	7,000
Staff Development	6,000	10,000	10,000	14,000
Transportation				
Austin Hwy	5,000	7,000	7,000	8,000
HPC	5,382	8,000	8,000	10,000
PEIMS, Payroll, Etc.	Buy Hard/software & SWPS Staff	Buy Hard/software & SWPS Staff	Buy Hard/software & SWPS Staff	Buy Hard/software & SWPS Staff
Supplies	5,000	8,000	8,000	9,000
Software/Curriculum	20,000*	15,000	15,000	15,000
Surplus/Misc. As needed	0	25,042	25,042	35,144

\* New Building - 11/12

**Attachment 18**

**PEIMS Agreement with Region 20  
Education Service Center**

**RSCCC PRICING**  
1997-98

**I.****A. Microcomputer (Personal Computer - PC)**

Microcomputer software is billed on a per site basis. A site is defined as a copy of the software installed on a computer for personal computer (PC) installations. For example: If a district has a system installed on two PC computers, the count is two sites.

**B. System 36**

System 36 software is billed for interface services based on the initial level of interface desired for the first site (campus) location, plus \$500.00 for second and subsequent sites (campuses) accessing the system. For example: A district of five campuses would be billed for the level of interface desired by the district for the first campus, plus \$500.00 for the remaining four campuses.

**C. PC Network**

PC Network software is billed for interface services based on the initial level of interface desired for the first site (campus) location, plus \$500.00 for second and subsequent sites (campuses) accessing the system. For example: A district of five campuses would be billed for the level of interface desired by the district for the first campus, plus \$500.00 for the remaining four campuses.

**D. Minicomputer (AS400)**

The AS400 software is billed based on the initial cost category associated with the total number of students in the district and level of interface services desired, plus \$500.00 for each site (campus) accessing the system. For example: A district of five thousand students (category 2) and ten campuses would be billed for the level of interface desired by the district for the first campus, plus \$500.00 each for the remaining nine (9) campuses. Initial cost categories are as follows:

Category 1	Under 4,000 students
Category 2	4,001 - 10,000 students
Category 3	Over 10,000 students

**II.****A. The micro student package includes Student Registration, Attendance, Grade Reporting, Discipline, Scheduling, S.E.M.S., S.H.A.R.E., and Query module.**

- |   |         |
|---|---------|
| 1. Installation charges (one time only)   | \$2,000 |
| 2. Interface Services   |         |
| a) Basic Service - Includes software maintenance and Call-in/Walk-in Interface assistance by Region 20 consultant personnel | \$3,200 |

APPLICATION

- |      |   |         |
|------|---|---------|
| b)   | Full Service (Bi-Monthly) - Includes software maintenance and bi-monthly visits to the district by Region 20 consultants. During these visits, district personnel can ask questions, reflect any problems encountered and receive additional system training.         | \$4,500 |
| c)   | Full Service (Monthly) - Includes software maintenance and On-call and monthly assistance from Region 20 consultants to the district.   | \$5,200 |
| <br> |   |         |
| B.   | The System 36/PC Network package includes Student Registration, Attendance, Grade Reporting, Discipline, Scheduling, S.E.M.S., S.H.A.R.E. , and Inquiry.  |         |
| 1.   | Installation charge (one time only)   | \$3,000 |
| 2.   | Interface Services  |         |
| a)   | Basic Service - Includes software maintenance and Call-in/Walk-in Interface assistance by Region 20 consultant personnel.   | \$3,500 |
| b)   | Full Service (Bi-Monthly) - Includes software maintenance and bi-monthly visits to the district by Region 20 consultants. During these visits, district personnel can ask questions, reflect any problems encountered and receive additional on-site system training. | \$4,875 |
| c)   | Full Service (Monthly) - Includes software maintenance and On-call and monthly assistance from Region 20 consultants to the district.   | \$6,400 |
| <br> |   |         |
| C.   | The AS/400 package includes Student Registration, Attendance, Grade Reporting, Discipline, Scheduling, S.E.M.S., S.H.A.R.E., and Inquiry.   |         |
| 1.   | Installation charge (one time only)   | \$4,000 |
| 2.   | Interface Services  |         |
| a)   | Full Service (Bi-Monthly) - Includes software maintenance and bi-monthly visits to the district by Region 20 consultants. During these visits, district personnel can ask questions, reflect any problems encountered and receive additional system training.         | \$4,350 |
| b)   | Full Service (Monthly) - Includes software maintenance and On-call and monthly assistance from Region 20 consultants to the district.   | \$5,075 |

**ATTACHMENT A**

**Regional Service Center Computer Cooperative  
RSCCC**

The Regional Service Center Computer Cooperative (RSCCC) was formed in 1981 to provide data processing services to Texas Schools. Education Service Center, Region 20 in San Antonio serves as the host site for the cooperative. Over 700 Texas Public School Districts currently are utilizing one or more of the RSCCC software packages.

Since its inception, the RSCCC software has undergone continuous refinement to better meet district requirements. System modifications in response to State and/or Federal mandates are made promptly and efficiently at no charge to the end user. New development is defined by the members of the RSCCC which include a representative from nineteen of the twenty Education Service Centers. Current development, with a projected installation date of September 1999, is the fourth generation of RSCCC. This generation will be a true windows environment, in a relational database, using client server methodology and fully ODBC compliant.

In addition to ensuring the RSCCC software applications do what they are intended to do, RSCCC staff continually modify products in order to achieve these essential objectives:

- 1) The RSCCC software will always be in compliance with the mandates and reporting requirements of the Texas Education Agency, United States Department of Education, and other government bodies which influence reporting and record keeping requirements of Texas Public Schools.
- 2) The RSCCC staff continually strive to improve the efficiency of its software so that Texas school district personnel are more productive and able to make better decisions regarding the overall education process.

The RSCCC software currently runs on a single personal computer, Novell network, IBM System 36, or IBM AS/400. Built in system functions allow the user to operate at multiple sites and merge data on a single site computer for district-wide reporting, or as a district-wide network with all data residing on a single server.

**Application Software**

RSCCC software applications are carefully designed, skillfully refined and constantly updated by experts who understand reporting requirements for Texas schools. They know how to meet the ever-changing needs of Texas school districts, Texas Education Agency, and Federal laws. Following are brief descriptions of software available through the RSCCC.

A) **Student Maintenance** - The RSCCC Student Registration system serves as the core database from which other student applications are designed. By enrolling a student via the student registration system, users are assured that identical information will be available to any of the other RSCCC student applications. These include Attendance, Grade Reporting, Scheduling, Health Records, Special Education Management System (SEMS), and Discipline. Products available through the student registration system include:

- 1) Student information sheets
- 2) Name search
- 3) Grade, homeroom, school roster, and class list
- 4) Individual and group transfers
- 5) Assignment of control numbers
- 6) New school year initialization
- 7) Update propose date of graduation
- 8) Update current SSN field with state ID number
- 9) Update demographic revision confirmation and SSN
- 10) Update at-risk indicator
- 11) Year-end status code indicator
- 12) Reset year-end status code
- 13) Print campus information
- 14) Student withdrawal/record transfer form
- 15) Print address labels
- 16) Print teacher information
- 17) Print master schedule information
- 18) Elementary and secondary registration cards
- 19) Promoted/retained list
- 20) Birthday reports
- 21) Course file verification
- 22) Vocational code verification

B) **Attendance** - The RSCCC Student Attendance system is designed to maintain and report information related to student attendance. The system can be utilized for both period-by-period accounting and/or single class period accounting for use in reporting attendance. Included is user maintained multi-track attendance calendars, user maintained tables attendance



reasons and documentation of student program changes. Standard products available through the attendance system are:

- 1) Schedule of age/grade distributions
- 2) Summary of attendance by 6 weeks
- 3) Schedule of aggregate attendance
- 4) Eligible handicapped
- 5) Eligible migrant
- 6) Attendance summary by student
- 7) Daily attendance reports I and II
- 8) Entry/withdrawal report
- 9) Excessive absence reports
- 10) Letter to parents
- 11) Membership summary
- 12) Daily attendance summary
- 13) Attendance proof list
- 14) Ethnicity/membership report
- 15) Attendance summary by campus
- 16) Labels
- 17) Pupil attendance and contact hours
- 18) Period attendance roster
- 19) Daily attendance roster
- 20) Perfect attendance report
- 21) Daily register/weekly summary
- 22) Account of absence by 6 weeks
- 23) Class attendance roster
- 24) Class attendance roster by control number
- 25) Multi-course period attendance roster

C. **Secondary Grade Reporting** - The RSCCC secondary grade reporting system will accommodate the traditional six week two semester, nine week two semester, and nine week four semester concepts of grade reporting. Included is complete credit awarding, grade averaging history, scannable and manually input grade posting documents, interface to various grade book systems, and user maintained grade point and grade averaging and weighted values for grade averaging and honor rolls, individual and group course changes. Standard reports include the following:

- 1) Report cards (4 selections available)
- 2) Principals proof list
- 3) Class list
- 4) Withdrawal report
- 5) Athletic Report
- 6) Grade labels
- 7) Blank, incomplete, failure list
- 8) Distribution report
- 9) A-B honor roll

- 10) Grade point honor roll
- 11) Numeric honor roll
- 12) Grade averaging report
- 13) Schedules
- 14) Class rolls
- 15) AAR cards/labels
- 16) Cumulative grade averaging
- 17) Student locator cards
- 18) Rolodex cards
- 19) Student course listings
- 20) IPR/Failing progress reports
- 21) Promoted/Retained report
- 22) Pass/Fail verification
- 23) Grade marking sheets

D) **Elementary Grade Reporting** - The RSCCC Elementary Grade Reporting system allows for reporting up to 20 courses per student and compute and report the students language arts and overall average to determine promotion or retention. Included is either manual or automatic build of the master schedule and student schedules, manual or scanned posting of grades and interface to various grade books. Standard products include:

- 1) Report cards
- 2) Principals proof list
- 3) Class list
- 4) Withdraw report
- 5) Class rolls
- 6) Grade labels
- 7) Blank, incomplete, failure list
- 8) Grade distribution report
- 9) A-B honor roll
- 10) Numeric honor roll
- 11) Student course listing
- 12) Promoted, placed, retained list
- 13) Comments legend report
- 14) Schedules
- 15) Master schedule reports and teacher listings
- 16) Student count by course section
- 17) Teacher schedule
- 18) Course verification list
- 19) Teacher utilization
- 20) Master schedule tables
- 21) Numeric CORE honor roll
- 22) Rolodex locator cards

- E) **Scheduling - (Elementary and Secondary)** RSCCC offers the ability to do either in-house scheduling or upload to schedule using EPIC:Socrates on the Region 20 mainframe. Included with the RSCCC Scheduling systems are master schedule algorithm (MSALGO), scannable input for student requests, teaming and reports to assist in building master schedules. Standard features include:

Pre-load reports:

- 1) Potential drop list
- 2) Course tally requests
- 3) Potential conflict matrix
- 4) Multi-page conflict matrix
- 5) Student course requests
- 6) Course request list
- 7) Teacher utilization
- 8) Room utilization
- 9) Insufficient seats/no sections
- 10) Too few requests
- 11) Too many requests
- 12) Unscheduleable requests
- 13) Singleton/doubleton reports
- 14) Course tally by team code
- 15) Print master schedule or teacher file

Post-load reports:

- 1) Load list/master schedules
- 2) Schedules list
- 3) Student schedules
- 4) Class list
- 5) Grade list
- 6) Homeroom list
- 7) Schedule of classes
- 8) School roster

- F) **Special Education Management System (SEMS)** - The RSCCC SEMS system is designed to maintain and report information on students receiving special education services. This system accommodates campus and district transfers, campus, district, and co-op level reporting with both current and next year information capabilities. Standard features include:

Administrative Reports

- 1) SEMS edit report
- 2) Deaf and blind worksheet
- 3) Student reports
- 4) Student profiles
- 5) Student reports by selected data
- 6) Name and address report

- 7) Parent address label
- 8) Related service report
- 9) Duplicate student report
- 10) Primary handicapped report
- 11) Teacher control reports
- 12) Transportation reports

State and Federal reports

- 1) Chapter I handicapped report
- 2) Ida-B P.L. 94-142 report
- 3) Civil rights summary

- G) **Student Health Assessment Records and Evaluation System (SHARE)** - Provides the school nurse with the ability to maintain computerized student health records for everything from immunizations to accidents. Records can be maintained for students as well as other staff. This system can either operate as a subset of the RSCCC Student system, or stand-alone utilizing system download/merge features to eliminate double entry. Standard features include:

- 1) Immunization due report
- 2) Annual immunization status report
- 3) Immunization due letter
- 4) Provisional enrollment list
- 5) Tuberculin testing report
- 6) Tuberculin test due report
- 7) Tb past due letter
- 8) Tb referral letter
- 9) Vision screening report
- 10) Vision referral letter
- 11) Hearing screening report
- 12) Hearing referral letter
- 13) Spinal screening report
- 14) Spinal referral letter
- 15) Hearing and vision screening due
- 16) Screening problem list
- 17) Emergency rolodex cards
- 18) Emergency profile
- 19) Physical exam flagged student report
- 20) Student profiles
- 21) Student immunization listing
- 22) Spinal screening due list
- 23) Medical profile report

**H) Student Discipline System** - The RSCCC Student Discipline system is designed to provide users with the ability to maintain information on student behavior infractions and the actions taken by school district personnel in response to those infractions. Standard features include:

- 1) Student discipline report
- 2) Discipline action list
- 3) Discipline referral letter
- 4) TEA DFSCA evaluation report
- 5) Offense summary report
- 6) Action summary report
- 7) ISS teacher notification list

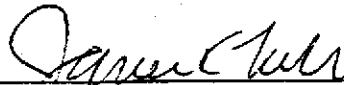
**I) ASCII Export** - Included with each RSCCC system is an ASCII export feature which allows the user to create ASCII files for import into either FoxPro or user defined databases. These databases can be used to create interfaces to third party software or customized reports for the district.

**Attachment 19**  
**Landlord Approval**

AGREEMENT FOR UTILIZATION OF LEASE SPACE  
FOR AN OPEN-ENROLLMENT CHARTER SCHOOL

The purpose of this agreement is to describe the relationship between Hope Presbyterian Church (HPC), and Southwest Winners Inc.(SWW) and establish an agreement for the use of space to operate an Open-Enrollment Charter School. From September of 1996 to the present, HPC and SWW have entered into an In- Kind agreement that has allowed for economically disadvantaged citizens of southeast San Antonio to have services that include G.E.D. preparation, Basic Skills remediation, ESL classes, job training and job placement services. This relationship has allowed SWW to occupy space at no charge for the operation of an office/learning center to provide these services.

It is also agreed by both parties that starting in August of 1998, SWW will have permission to lease space at HPC for the purpose of operating an Open-Enrollment Charter School. The relationship and terms of the agreement will be determined in the lease agreement that will be executed prior to the beginning of the school year.

  
\_\_\_\_\_  
Southwest Winners Inc. President / CEO

12/10/97  
Date

  
\_\_\_\_\_  
Hope Presbyterian Representative

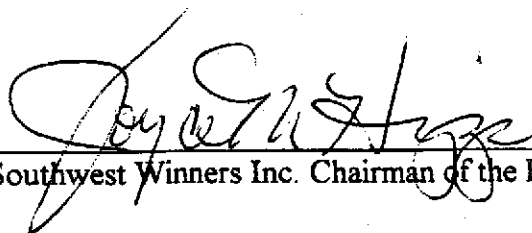
JACK F. SIMMS, JR

TRUSTEE

Title

DECEMBER 10, 1997

Date

  
\_\_\_\_\_  
Southwest Winners Inc. Chairman of the Board

12/10/97  
Date


**Agreement for Utilization of Lease Space for an  
Open-Enrollment Charter School**

The purpose of this agreement is to describe the relationship between the owner of 1248 Austin Hwy #220, the President/CEO of Southwest Winners Inc. and the Chairman of the Board of Southwest Winners Inc. pertaining to the use of the facility.

It is agreed by all parties that the relationship is described in detail in the lease agreement executed July 15, 1997 between Aberfeldy Limited Partnership (landlord) and Southwest Winners Inc. (tenant) and this relationship will also apply to Southwest Winners Inc. Open Enrollment Charter School.

  
\_\_\_\_\_  
Southwest Winners Inc. President/CEO

12/10/97  
Date

ABERFELDY LIMITED PARTNERSHIP  
By: INSIGNIA COMMERCIAL GROUP, INC., its Agent  
  
\_\_\_\_\_  
Patricia K. Goerner  
Property Manager

Date 12/10/97

  
\_\_\_\_\_  
Southwest Winners Inc. Chairman of the Board

12/10/97  
Date



**Attachment 20**  
**Location and Layout of Space**  
**at Austin Hwy**



APPLICATION

## INSIGNIA RETAIL GROUP

AN INSIGNIA COMMERCIAL GROUP COMPANY

November 12, 1997

Mr. Jim Neal  
President  
Southwest Winners  
1248 Austin Hwy  
Suite 220  
San Antonio, TX 78209

RE: Space Plan -  $\pm 2,615$  square feet  
Adjacent Vacancy  
Alamo Hills Plaza

Dear Jim:

Per your request, please find the enclosed space plan for your review. As you will see, the adjacent vacant space highlighted measure approximately 41'6" X 63' deep for  $\pm 2,615$  square feet.

If you should have any questions or require additional information, please contact me at 214-525-2085.

Sincerely,



Blane O'Banion

474

APPLICATION



# ALAMO HILLS

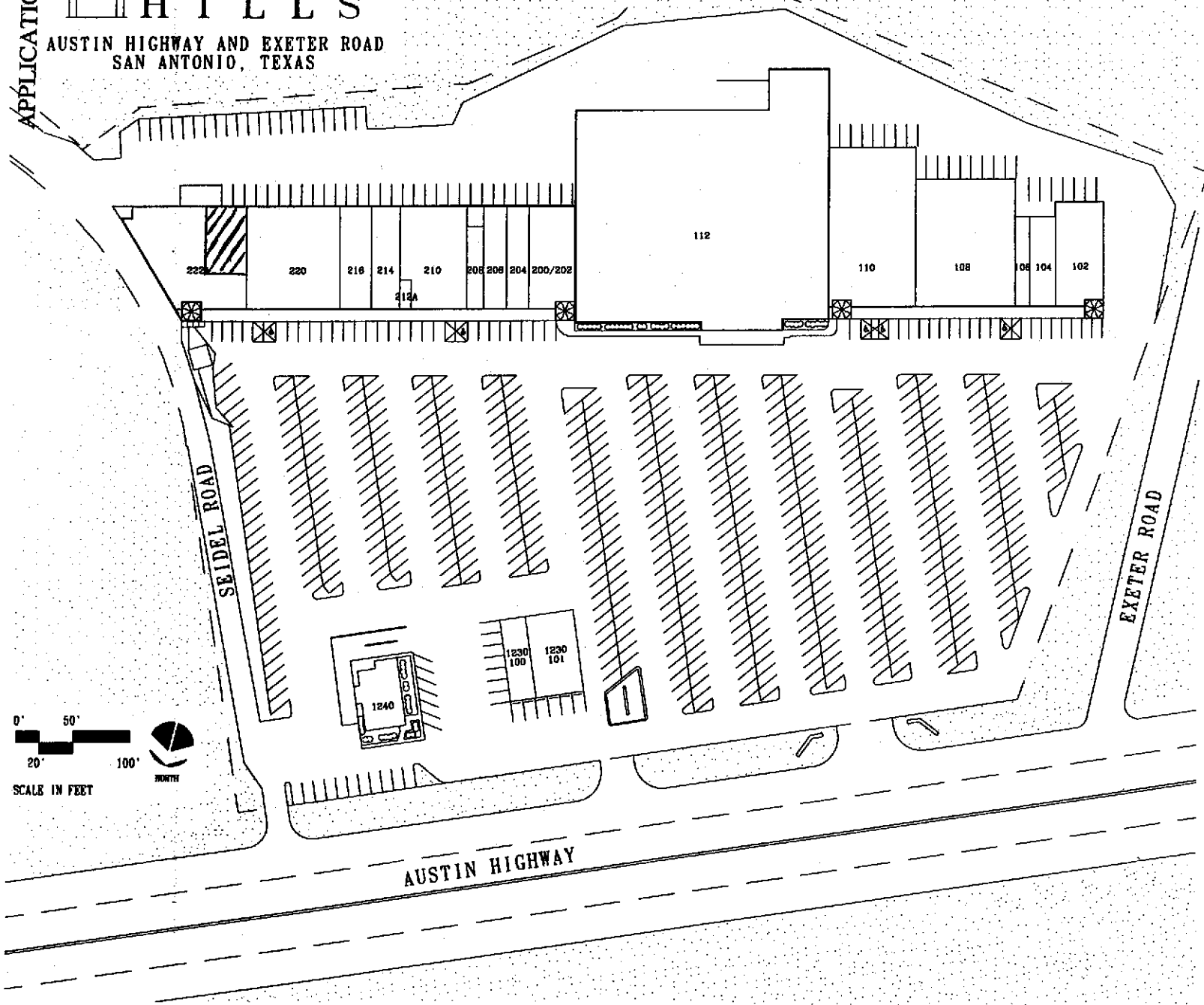
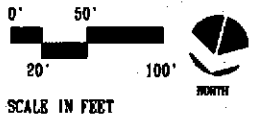
AUSTIN HIGHWAY AND EXETER ROAD  
SAN ANTONIO, TEXAS

**PROJECT DATA**

GROSS LEASABLE AREA:	475	153,570
PARKING PROVIDED:		685
PARKING RATIO:		4.5/1000 SQ. FT.

**SPACE LEGEND**

SUITE /	SQ. FT.	SIZE
102 ONE STOP COPY	4,004	43'X93'
104 COMET CLEANERS	1,819	13'X80'
106 AMERICAN INVESTIGATIVE AND SECURITY	1,074	23'X80'
108 VACANT	10,018	88'X113'
110 ROSELAND BALLROOM	10,856	78'X141'
112 VACANT	46,937	224'X227'
200/ HAGOOD HAIR HAPPENINGS	3,485	20'X172' 202
204 GREAT EXCHANGE BOOKS	1,630	20'X81'
206 AMERICAN COMPUTERS SOUTHWEST	1,623	20'X81'
208 CONSUMER'S OPTICAL	913	15'X60'
210 J.J.'S PARTY PLANNERS/ EVENT CENTER	4,488	59'X82'
212 (HEALTHCLUB) VACANT		
LEVEL 1	260	10'X25'
LEVEL 2	6,044	181'X90'
LEVEL 3	23,852	289'X90'
214 VACANT	2,013	25'X81'
216 VACANT	2,315	28'X81'
220 SOUTHWEST WINNERS	6,665	79'X90'
222A AZTEC EVENT RENTALS	7,962	100'X90'
222B AZTEC EVENT RENTALS	8,428	105'X91'
100 AUSTIN HWY. VACUUM	1,289	20'X65'
101 AUSTIN HWY. CLINIC	2,611	40'X65'
1240 LONG JOHN SILVERS	2,105	35'X50'
COMMON	3,201	



Managed and Leased By:

**INSIGNIA**  
COMMERCIAL GROUP, INC.

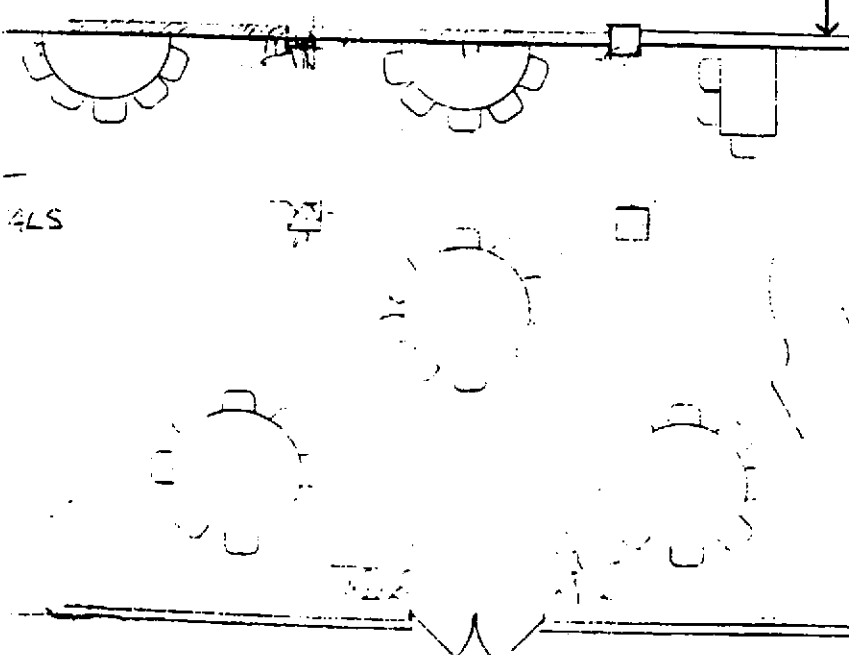
MANAGEMENT, LEASING, MARKETING • 713/780-8384

41'6"

63'

VACANT  
± 2,615 sq

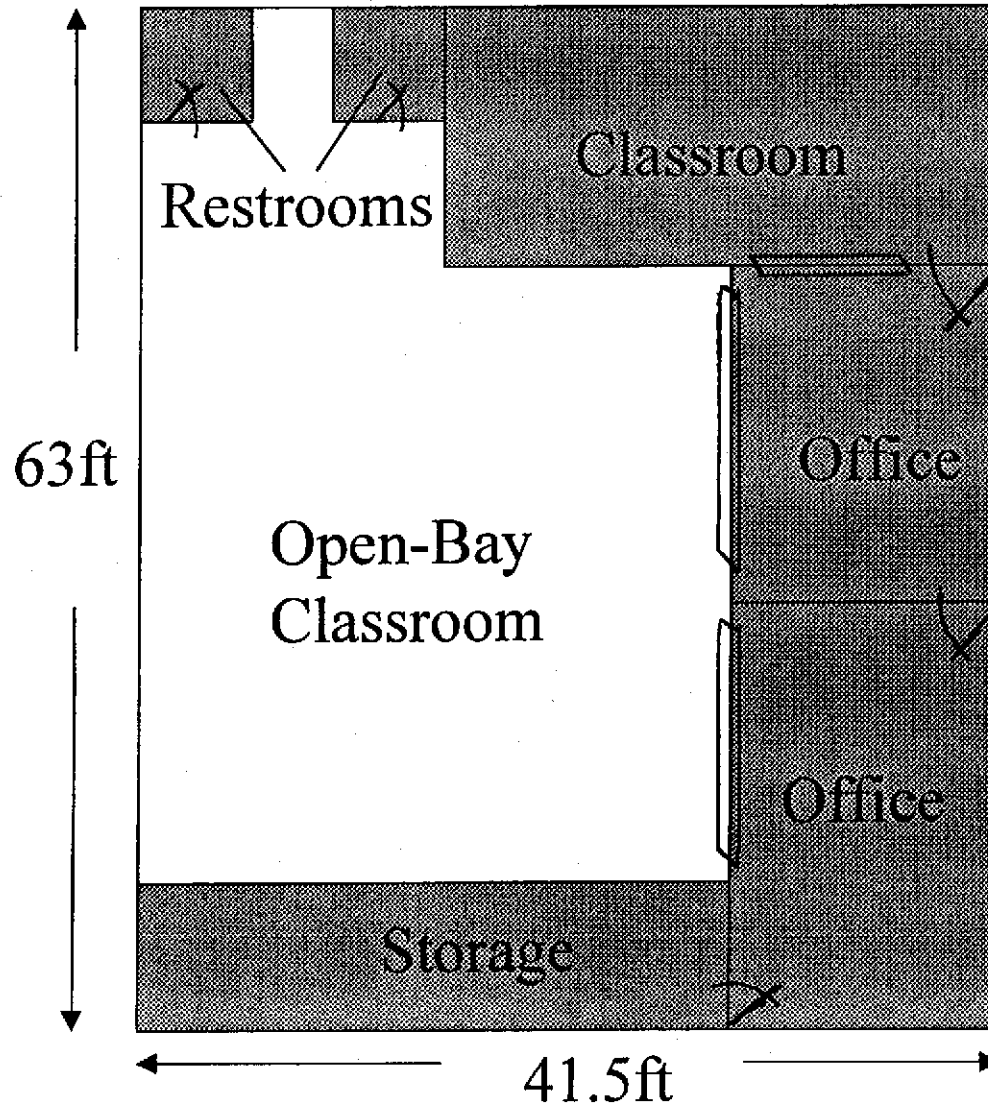
SOUTHWEST  
WINNERS



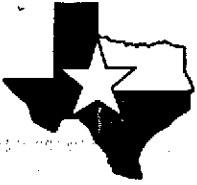
ALS

# Southwest Winners Preparatory School

Aztec



SWW



# TEXAS EDUCATION AGENCY

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

MIKE MOSES

COMMISSIONER OF EDUCATION

## URGENT MEMO

TO:

*Jim Neal, President  
Southwest Preparatory School*

DATE: February 17, 1998

FROM:

Brooks Flemister *(BP)*  
Senior Director

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

Please supply the following:

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

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

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

- A copy of the last tax return filed by the sponsoring entity.
- A list of the board members of the sponsoring organization. The list must identify the officers of the sponsoring organization.
- Evidence that a facility has been secured for use by the proposed charter school. If the school will be housed in a leased facility, the applicant must supply a copy of a lease agreement signed by the owner of the facility, the president or chair of the governing body of the proposed open-enrollment charter school (if members of the governing body have been identified), and the chief operating officer of the proposed charter. Note that the agreement may be structured as an option to lease the facility upon award of a charter. Any agreement provided must, however, be enforceable. It must contain all essential terms of a lease agreement, including the location of the property, the rental amount, and the term of the lease (i.e., number of months or years.) If the charter school will be housed in a building owned by the sponsoring entity, the applicant must provide an enforceable agreement between the owner and the chief operating officer of the proposed charter providing for use of the facility by the school.
- Evidence of parent/community support.
- Four complete copies of the Assurances provided in the application packet, each with an original signature.
- A description of the geographical area to be served. Note that this description must be specific and definite. For example, descriptions such as "the southwest portion of the city," or the "greater metropolitan area" are insufficient. Acceptable descriptions include those defining the area in terms of city or county limits, street names, boundaries of school districts, or zip codes.
- Clarification that the proposed charter school will admit and fully serve eligible students with disabilities or handicapping conditions. This clarification must include an assurance that the charter school will provide transportation to a disabled student when required by the student's Individual Education Plan. This clarification must also include an assurance that certified teaching personnel would be employed when required by law.
- Clarification that the admission policy of the proposed charter school will not discriminate on the basis of sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the child would otherwise attend in accordance with the Texas Education Code.

## CONTINGENCIES

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

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

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

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

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

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

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

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

\_\_\_ Completed application form (provided by TEA in application packet).

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



\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

CONTINGENCIES

SW Prep

TRANSMISSION OK

TX/RX NO 0560  
CONNECTION TEL 912108298514  
SUBADDRESS  
CONNECTION ID  
ST. TIME 02/18 14:31  
USAGE T 04'36  
PGS. 4  
RESULT OK

Why have agreement  
for Home to Home  
to share  
OK

TEA/FAX TRANSMITTAL FORM

CHARTER SCHOOLS

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

DATE: February 18, 1998  
TO: Charter School Applicant  
FAX NUMBER: 210829 8514  
FROM: Brooks Flemister

Total Number of Pages Including Cover Page: 4

481

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

**TEA/FAX TRANSMITTAL FORM**

**CHARTER SCHOOLS**

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**DATE:** February 18, 1998

**TO:** Charter School Applicant

**FAX NUMBER:** 2108298514

**FROM:** Brooks Flemister

**Total Number of Pages Including Cover Page:** 4

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

**COMMENTS:** URGENT MEMO



# **SOUTHWEST WINNERS, INC.**

*Preparing Tomorrow's Workforce Today*

1248 Austin Hwy., Suite 220, - San Antonio, Texas 78209 - (210) 829-8017 - Fax (210) 829-8514

February 20, 1998

Mr. Brooks Flemister, Senior Director  
TEA  
Department of School/Community Support  
1701 North Congress Ave.  
Austin, Tx. 78701-1494

Dear Mr. Flemister:

As requested I am enclosing the following:

1. Four complete copies of the Assurances provided in the application, each with an original signature.
2. A revised page 24 of the charter that provides clarification that SWPS will not discriminate on the basis of sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the child would otherwise attend in accordance with the Texas Education Code and that none of the members of the governing body, personnel or students of SWPS will be required to subscribe to particular religious beliefs or belong to a particular church or denomination.
3. A revised page 5 of the charter that assures that SWPS will be in compliance with the Texas Open Meetings Act and the Texas Public Information Act.
4. A copy of our lease signed by the president of SWW, chairman of the board and landlord. Lease has a provision that if needed SWW may expand (Exhibit E). SWW plans to operate the Charter School in our existing facility, however if additional space is need, this lease gives SWW that option. A copy of the option to lease executed between SWW and Hope Presbyterian Church.

Thank you for your assistance in this matter. Should there be any questions please let me know.

Sincerely,

Jim Neal  
President

### Assurances

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

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

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

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

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

\_\_\_\_\_ *James H. ...*  
 Date: 2/18/98

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

### Assurances

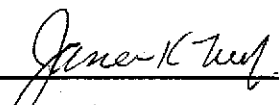
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  - prekindergarten programs under TEC Subchapter E of Chapter 29;
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  - students' satisfaction with their schools;
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*Signature of the Chair of the State Board of Education, Approving the Open-Enrollment Charter in accordance with the provisions of this document:*

\_\_\_\_\_

*Jawork*

Date: 2/18/98

\_\_\_\_\_

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

In the first year with the location at 1248 Austin Hwy, SWPS will draw students and dropouts from the neighboring Cross Creek Apartments at 2818 Austin Hwy and the Beldon Apartments at 2511 Harlow Drive. Both are low income San Antonio Housing Authority projects with a concentration of at-risk youth and welfare families. Students from these neighborhoods attend Northeast ISD and specifically Roosevelt High School. Southwest Winners Inc. is well known for providing summer jobs to these communities during the summer as part of our JTPA Summer Youth Employment Training Program (SYETP) since 1988. The trust and working relationship with the community is established and will be an important foundation for parental involvement and trust.

In the second year, with the Hope Presbyterian Church opening, SWPS will draw students and dropouts from Antioch Village at 1514 Upland Drive and the Rigsby Apartments at 4303 McCombs. Both are housing projects with low income families and at-risk youth that attend Sam Houston High School. Southwest Winners has been a SYETP program provider in this neighborhood since 1988 and a learning center at Hope Presbyterian Church for a year and a half. Our work at our Wheatly Courts Learning Center has received recognition from the Mayor and the Eastside City Councilman. Each summer Eastside students in SWW's SYETP have been involved in community projects to enhance the quality of life on the Eastside and as a result of these projects SWW is well networked in the community for recruitment of at-risk students and dropouts.

(Attachment 14 identifies the locations of school and adjoining neighborhoods with at-risk students)

### **7. Enrollment**

(Specify any type of enrollment criteria to be used. *(For admission to an open-enrollment charter school, the person operating the school may require the students seeking admission to complete and submit applications not later than a reasonable deadline the school establishes.)* Indicate whether the open-enrollment charter provides for the exclusion of a student who has a documented history of criminal offense, juvenile court adjudication, or discipline problems under TEC, Chapter 37, Subchapter A:

#### **Admission Policy and Procedures**

SWPS enrollment policy will prohibit discrimination on the basis of sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the child would otherwise attend in accordance with the Texas Education Code. Additionally, none of the members of the governing body, personnel or students of SWPS will be required to subscribe to particular religious beliefs or belong to a particular church of demomination.

The following enrollment policy will be used by SWPS:

- \* Enrollment will be on a first-come-first-serve with applications available June 1, 1998 to Bexar County residents.
- \* Applications must be completed, accompanied with a Letter of Intent and received by July 31, 1998.
- \* If more apply to be enrolled than enrollment capacity, a waiting list will be established after

of a new student council president. A parent elected to the board who has a student that graduates before the term is expired, will be allowed to complete their term. A teacher or student that transfers during their term, will trigger an election within 30 days to select their replacement. The Superintendent will appoint new representatives within 30 days of vacancies created by the resignation of their appointments.

### **1. Operation of the SWPS Board**

The Board will meet quarterly or more often if needed, to discuss the operations, hear reports, consider requests, hear concerns of parents, students and community and review and consider policy changes when necessary. The board may not act unless a quorum of board members or directors are present. All SWPS meetings will follow all requirements outlined in Chapter 551 and 552 of the Texas Education Code. SWPS will comply with the Texas Open Meeting Act and the Texas Public Information Act.

### **2. Relationship Between the Managing and Governing Board**

The ultimate responsibility for the governance of SWPS lies with the Board of Directors of the Southwest Winners Inc., a 501(c)3 non profit organization. (See attachment 3 for documentation for non profit organization documentation, a copy of SWW's financial statement and assurances.) All personnel policies; to include hiring and firing authority, budgeting or contractual issues, audits, insurance policies and required decisions that impact all SWW Inc. employees fall under the auspices of SWW Inc. Financial policies and procedures are attachment 4, Personnel Policies are attachment 5, SWPS policies are attachment 6. SWW Inc. Board of Directors has successfully managed federal contracts totaling \$5,750,000.00 in the past nine years. In addition, the Chairman of the Board has 13 years of contract compliance as owner of Southwest Resource Development, a small, native American, woman-owned and operated business certified as an 8(a) by the Small Business Administration. This expertise is crucial in the oversight of the operation activities of Southwest Winners Inc. and the Southwest Preparatory School.

The President of SWPS Board of Directors and the Superintendent will met quarterly with Southwest Winners Inc. Board and provide a report on the management status of the school. It is the responsibility of the SWPS Board as previously described to provide management of SWPS through oversight and involvement in committees that work closely with school staff to ensure the school is operated in compliance with the charter.

### **3. SWPS Board Members**

(Atch 7 for resumes)

Superintendent's Appointments (two year term appointments)

Education

**Option to Lease**

Should Southwest Preparatory School (SWPS) be awarded a Charter, Hope Presbyterian Church agrees to lease facilities located at 735 S.W.W. White Road under the following terms:

1. SWPS will pay for all utilities and janitorial services.
2. SWPS will provide and maintain the cost of the security system throughout the duration of the lease.
3. SWW will maintain general liability insurance on the property.
4. The term of the lease will be for one year, with the option for renewal for four additional years.
5. SWPS will pay \$600.00 per month due the 1st of each month beginning Aug 1, 1999.
6. All religious activities at the church will continue as scheduled.

*James K. ...*  
**Southwest Winners President/CEO**  
2/18/98  
**Date**

*Michael S. ...*  
**Hope Presbyterian Representative**  
*Pastor*  
**Title**

2/19/98  
**Date**

*Joy M. ...*  
**Southwest Winners Inc. Chairman of the Board**

2/19/98  
**Date**

SHOPPING CENTER LEASE

for

Alamo Hills Plaza

Shopping Center

between

Aberfeldy Limited Partnership

Landlord

and

Southwest Winners, Inc.

Tenant

DATE: July 15, 1987

SHOPPING CENTER LEASE

THIS LEASE is made effective as of July 19, 1987 between the Landlord and Tenant named below to evidence the following:

BASIC LEASE INFORMATION

A. Shopping Center Name: Alamo Hills Plaza

B. Landlord: Aberfeldy Limited Partnership

C. Mailing Address of Landlord:  
C/O INSIGNIA COMMERCIAL GROUP, INC.

4501 S. General Bruce Drive

Temple, Texas 76502

Attention: Pat Goerner

Phone: 817/771-5466

D. Tenant: Southwest Winners, Inc.

E. Mailing Address of Tenant:

1248 Austin Highway, Suite 220

San Antonio, Texas 78209

Attention: Jim Neal

Phone: 210/494-7111

F. Tenant's Trade Name: Southwest Winners, Inc.

G. Address of Premises:

1248 Austin Highway, Suite 220

San Antonio, Texas 78209

Attention: Jim Neal

Phone: 210/494-7111

H. Guarantor: N/A

I. Mailing Address of Guarantor:

N/A

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Phone: \_\_\_\_\_

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- J. Scheduled Commencement Date: September 1, 1997
- K. Expiration Date: August 31, 2002
- L. Permitted Use:  
Educational training facility.

Tenant acknowledges that the above specification of a "Permitted Use" means only that Landlord has no objection to the specified use and does not include any representation or warranty by Landlord as to whether or not such use complies with applicable laws or required special governmental permits. In this regards Tenant acknowledges that this subparagraph L is subject to Paragraph 2.3(a).

- M. Minimum Rent (Payable Monthly; See Paragraph 1.1):  
Months 1-60 \$2,999.20
- N. Initial CAM Charges (Payable Monthly; See Paragraph 6.9): \$555.41
- O. Initial Taxes (Payable Monthly; See Paragraph 9.2): \$333.25
- P. Initial Insurance Costs (Payable Monthly; See Paragraph 10.4): \$77.75
- Q. Security Deposit: \$3,965.61
- R. Prepaid Rental: \$3,965.61
- S. Approximate Floor Area of the Shopping Center: 109,942 square feet
- T. Approximate Floor Area of the Premises: 6,665 square feet
- U. Floor Level(s) of the Premises: 1
- V. Miscellaneous:

- 1) Landlord shall inspect HVAC and put said system in working condition upon commencement of this Lease. Costs for repair of the HVAC system will be at Landlord's cost and expense and not be deducted from Tenant finish-out allowance. Furthermore, Landlord shall warrantee the HVAC against repairs and replacement for the first twelve (12) months of the lease term.
- 2) Triple-net charges are calculated by the rentable ground floor area of 109,942 square feet. However, if basement space is rented to a tenant that pays its share of operating expenses then the rentable ground floor area for purposes of tenant's share of operating expenses will be increased by the basement space occupied by such tenant.

References below to the "Basic Lease Information" are references to the information set out above. If a conflict exists between the Basic Lease Information and the provisions below, the provisions below will control.

#### ADDENDA

The following addenda are attached to and made part of this Lease for all purposes:

- Exhibit A - Site Plan of Shopping Center
- Exhibit A-1 - Legal Description of the Shopping Center
- Exhibit B - Construction and Related Matters
- Exhibit C - Certificate of Acceptance
- Exhibit D - Sign Criteria
- Exhibit E, E-1 - Expansion Option
- Exhibit F - Hazardous Waste Indemnification Agreement
- Exhibit G - Lease Guaranty
- Exhibit H - Renewal Option *WJN*

495



Landlord hereby leases to Tenant and Tenant hereby leases from Landlord certain premises (the "Premises") in the Shopping Center for the term, at the rental, and upon all the conditions and agreements set forth herein. The location of the Premises within the Shopping Center is shown cross-hatched on the site plan attached hereto as Exhibit A, but if there shall exist any discrepancy between the location shown on Exhibit A and the location of the actual demising walls of the Premises (as such walls presently exist or as they are hereafter constructed under Landlord's supervision and with Landlord's approval) the location of the demising walls shall control. Notwithstanding anything to the contrary contained herein, the term "Shopping Center" as used in this Lease does not include anything outside the boundaries of the land described in Exhibit A-1 attached hereto, it being understood that the site plan attached hereto as Exhibit A may depict more than the Shopping Center. The Premises contain approximately the number of square feet of floor area that is specified in the Basic Lease Information and are located on the floor level(s) specified in the Basic Lease Information. "Floor Area" as used in this Lease means, with respect to the Premises and with respect to each store area separately leased, the aggregate determined by Landlord of (a) the number of square feet of floor space (including space on floors above the ground floor area, if any) measured from the exterior face of exterior walls and the center line of party walls, and (b) any outside selling areas used for the sale of merchandise by tenants. The Premises shall not include and Tenant shall not be entitled to use the land lying thereunder or any part of the exterior walls of the buildings in which the Premises are located or the roof thereof or any space other than on the floor level(s) indicated in the preceding sentence.

#### DISCLAIMER OF WARRANTY

Except to the extent modified by Landlord's express assumption of construction obligations, if any, in an exhibit attached to this Lease, the Premises are being leased "AS IS", with tenant accepting all defects, if any; and Landlord makes no warranty of any kind, express or implied, with respect to the Premises (without limitation, Landlord makes no warranty as to the habitability, fitness or suitability of the Premises for a particular purpose nor to the absence of any toxic or otherwise hazardous substances). This paragraph is subject to any contrary requirements under applicable law; however, in this regard Tenant acknowledges that it has been given the opportunity to inspect the Premises and have qualified experts inspect the Premises prior to the execution of the Lease.

#### DELIVERY OF THE PREMISES

If this Lease is executed before the Premises become vacant, or if any present tenant or occupant of the Premises holds over and Landlord cannot acquire possession of the Premises prior to the Commencement Date of this Lease, Landlord shall not be deemed to be in default under this Lease; and in such event Tenant agrees to accept possession of the Premises at such time as Landlord is able to tender the same.

#### TERM

The term of this Lease shall commence on the date (the "Commencement Date") that is the earliest of (i) the Scheduled Commencement Date specified in the Basic Lease Information, (ii) the date specified in Exhibit B attached hereto, if any, as the latest possible Commencement Date, and (iii) the date on which Tenant opens for business in the Premises; and the term of this Lease shall expire on the expiration date specified in the Basic Lease Information (the "Expiration Date"). Such term is hereafter referred to as the "Primary Term" of this Lease. The Primary Term plus extensions thereof (if any) are sometimes referred to hereinafter as the "Lease Term" or the "Term of this Lease". After the Commencement Date has been determined and Tenant has accepted possession of the Premises, Tenant shall sign and deliver a certificate upon request of Landlord in the form attached hereto as Exhibit C.

#### SUPPLEMENTAL TERMS, COVENANTS AND CONDITIONS

Landlord leases the Premises to Tenant and Tenant accepts and agrees to use and possess the Premises on the following Supplemental Terms, Covenants and Conditions:

##### 1. RENTAL

##### 1.1 MINIMUM RENT

Tenant shall pay Landlord for each month in the Lease Term a guaranteed minimum monthly rental for the Premises ("Minimum Rent") as specified in the Basic Lease Information. Such Minimum Rent will be due in advance beginning on the Commencement Date and continuing on the first day of each calendar month thereafter. It will be prorated on a daily basis for the first month if the Commencement Date is not on the first day of a calendar month and for the last month if the Expiration Date is not on the last day of a calendar month. Minimum Rent shall be payable without demand, deduction or offset at the address for Landlord set forth in the Basic Lease Information, or at such other place as Landlord may from time to time designate, in writing. The Prepaid Rental, if any, specified in the Basic Lease Information has been paid in advance by Tenant and shall be applied by Landlord to the first accruing installments of Minimum Rent due hereunder.

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## 1.2 ADDITIONAL RENTAL

Any amount to be paid by Tenant to Landlord hereunder in addition to Minimum Rent is additional rental (whether or not so designated in the following provisions) payable upon demand or as otherwise provided herein.

## 2. CONDUCT OF BUSINESS BY TENANT

## 2.1 USE OF PREMISES AND TRADE NAME

Tenant shall use and occupy the Premises solely for the permitted use and under the trade name specified in the Basic Lease Information and for no other purposes or under any other name whatsoever without the prior written consent of Landlord. Tenant shall continuously and without interruption during the Lease Term conduct its business activity in the Premises during all business hours usual for Tenant's type of business and during those hours established by Landlord for the operation of the Shopping Center, unless Tenant is prevented from doing so by Applicable Laws (as defined below) or by strike, fire or other casualty beyond Tenant's control and except during reasonable periods approved by Landlord in advance for repairing, cleaning and decorating the Premises.

Tenant shall at all times carry a full and complete stock of merchandise offered for sale at competitive prices and shall maintain an adequate staff. Tenant shall not permit the stacking of merchandise or materials against the walls of the building so that pressure or live load will be exerted against the walls, nor the hanging of equipment from or otherwise loading the roof or structural members of the building. Tenant shall not place a "uniform live load" or a concentrated load upon any second floor of the Premises exceeding the design capacity of such floor as determined by Landlord.

## 2.2 PROHIBITED USES

(a) Without limiting the foregoing, Tenant shall not use or permit the Premises to be used for any purpose that conflicts with existing leases in or restrictions affecting the Shopping Center or as a nightclub or for any other use that Landlord finds offensive or disruptive to other tenants in the Shopping Center or that would tend to injure the reputation of the Shopping Center as determined by Landlord. This exclusion includes, but is not limited to: "head shops"; x-rated theaters; establishments for the sale of pornographic materials; massage parlors, steam baths; nude modeling studios or establishments with nude or semi-nude waiters, waitresses or entertainers; adult bookstores; billiard rooms; drive-in or drive through restaurants; bowling alleys; skating rinks; discount stores; second-hand stores; army/navy type stores; governmental "surplus" stores; wholesale or factory outlet stores; cooperative stores; and any similar establishment. No auction, fire sale, "going out of business" sale, bankruptcy sale or outdoor sale of merchandise may be conducted from the Premises; nor shall any machine or device (including video games) operated by insertion of a coin, token, or similar object for the purpose of amusement or skill be permitted inside or outside the Premises. Tenant shall be responsible for compliance with the Americans With Disabilities Act of 1990, as amended from time to time, and related state and municipal laws and regulations, and all matters regarding both the configuration of the Premises (the interior as well as all public and/or employee door entrances) and Tenant's business operations at the Premises.

(b) Tenant shall not cause or permit to be used any advertising materials or methods in or around the Shopping Center that are objectionable in Landlord's opinion, including, without limiting the generality of the foregoing, loudspeakers, music or other noise-making devices, vehicles, balloons or flying objects, mechanical or moving display devices, unusually bright or flashing lights and similar devices, the effect on which may be seen or heard outside the Premises. Tenant shall not solicit business in the parking or other "Common Areas" (as defined in Paragraph 6.1); nor distribute any handbills or other advertising matter in said areas; nor take any action which would interfere with the rights of other persons to use said areas; nor permit any objectionable or unpleasant odors to emanate from the Premises.

(c) Tenant shall not permit the Premises to be used for any operation that is extra hazardous on account of fire or otherwise or for any operation that will increase insurance premiums on the fire insurance carried by Landlord or that may render void or voidable the insurance carried by Landlord; nor shall Tenant sell or permit to be kept, use or sold in or about the Premises any article which may be prohibited by standard fire insurance policies.

(d) The prohibited uses set out herein apply to Tenant's use of the Premises and Common Areas only and do not in any way limit Landlord's or other tenants' rights with respect to the Shopping Center. Failure of Landlord to enforce any use restrictions in this Lease or in leases to any other tenant in the Shopping Center shall be at Landlord's sole discretion.

## 2.3 COMPLIANCE WITH LAWS AND REGULATIONS

Tenant shall use and maintain the Premises in compliance with all laws, ordinances, building codes, rules and regulations, present or future, of all governmental authorities ("Applicable Laws"). Without limiting the foregoing, Tenant shall be responsible for determining that its proposed use of the Premises is permitted by Applicable Laws and shall obtain any permits required for such use.

## 2.4 CLEANLINESS, WASTE AND DELIVERIES

Tenant shall maintain the Premises, and adjoining sidewalks and alleys, in a neat and clean condition; shall store all garbage within the Premises or in the trash dumpster as provided in Paragraph 6.7; and shall arrange for the regular pickup of garbage unless Landlord elects to arrange and charge Tenant for such pickup as provided in Paragraph 6.7 below. Tenant

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services to the Premises prior to 10:00 A.M. of each day. All loading and unloading of goods shall be made at the rear entrance of the Premises if a loading area is accessible there.

## 2.5 OTHER LOCATIONS

(a) Tenant acknowledges that Tenant's monetary contribution to Landlord (in the form of rentals) and Tenant's general contribution to commerce within the Shopping Center (also important in Landlord's determination to execute this Lease with Tenant) will be substantially reduced if, during the term of this Lease, either Tenant or any person, corporation or entity, directly or indirectly controlling, controlled by or under common control with Tenant, shall directly or indirectly operate, manage, conduct or have any interest in any establishment within commercial proximity of the Shopping Center. Accordingly, Tenant agrees that during the term of this Lease neither Tenant nor any person, corporation or entity, directly or indirectly controlling, controlled by or under common control with Tenant (including, in the event Tenant is a corporation, any officer or director thereof, any shareholder owning more than ten (10%) percent of the outstanding stock thereof, any parent, subsidiary or affiliated corporation, and any person, corporation, or entity directly or indirectly controlling, controlled by, or under common control with any of the foregoing), shall directly or indirectly operate, manage, conduct or have any interest in any business similar to the business conducted by Tenant on the Premises within three (3) miles of the Shopping Center, measured from the nearest outside boundary of the Shopping Center. However, this Paragraph 2.5 shall not apply with respect to any business existing other than on the Premises on the date of this Lease, it being understood that such business may continue to be operated, managed, conducted and owned in the same manner as on the date of this Lease. Tenant agrees that it will not divert any trade, commerce or business which ordinarily would be transacted by Tenant in or from the Premises to any business located elsewhere.

(b) Tenant shall include the address and identity of its business activities in the Premises in all advertisements made by the Tenant in which the address and identity of any similar local business activity of Tenant is mentioned. Use by Tenant in advertising, letterheads or otherwise of the name of the Shopping Center or any distinctive trade name or trade mark used by Landlord shall be subject to such restrictions and regulations as Landlord may prescribe from time to time.

## 3. CONSTRUCTION

### 3.1 INITIAL CONSTRUCTION

If this Lease covers Premises that will be used as a business which has yet to be constructed or finished out, the business shall be built in accordance with plans and specifications to be prepared by Tenant or Tenant's architects and approved by Landlord as provided in Exhibit B. Tenant shall provide, at its own expense, all trade fixtures and air conditioning machines and equipment (including all duct work, all water and electrical connections, and all insulation) that may be required on the Premises, except as may otherwise be specified in Exhibit B. Tenant's acceptance of possession of the Premises will constitute Tenant's agreement that Landlord has completed any construction to be made by it and that Tenant accepts the Premises "as is" in their then present condition.

### 3.2 MECHANICS LIENS

Tenant shall not permit any mechanic's lien or liens to be placed upon the Premises or the Shopping Center caused by or resulting from any work performed or materials furnished or resulting from obligations incurred by or at the request of Tenant and nothing contained in this Lease shall be deemed or construed in any way as constituting the request of Landlord, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Premises, the Shopping Center or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's or other liens against the interest of Landlord in the Premises or the Shopping Center. In the case of the filing of any mechanic's lien because of work performed or materials furnished at the request of Tenant against any interest of Landlord or Tenant in the Premises or the Shopping Center, Tenant shall cause the same to be discharged of record within thirty (30) days after the filing of same. If Tenant shall fail to discharge such mechanic's lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may; but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien in such other manner as may be permitted by law. Any amount paid by Landlord to discharge such mechanic's lien, or for the satisfaction of any other lien placed against the Premises during the Lease Term that is not caused or claimed to be caused by Landlord, and all reasonable-legal and other expenses of Landlord, including reasonable attorney's fees, in defending any such action or procuring the discharge of such liens, with all necessary disbursements in connection therewith, shall be paid as additional rental by Tenant to Landlord on demand with interest from demand until payment at the Lease Interest Rate (as defined in Paragraph 14.2(h) below).



## 4. MAINTENANCE AND REPAIRS

## 4.1 OBLIGATION FOR REPAIRS

(a) From and after Tenant's acceptance of possession of the Premises, Landlord shall have no obligation to make any repairs, improvements or alternations whatsoever, except those required under any express covenant or warranty that may be explained in Exhibit B and except that Landlord shall maintain the roof and the structural members of exterior walls and the foundation of the Premises (but not windows; plate glass; doors; door closure devices; window and door frames, molding, locks and hardware; or interior painting or other interior treatments of exterior walls) in good repair during the Lease Term. Notwithstanding the foregoing, Landlord shall not have to make any repairs required of it by this Lease until Tenant gives Landlord notice of the need therefor, and Landlord shall not be required to repair any damage caused by the acts or negligent omissions of Tenant, its agents, employees or invitees, or any damage to the Premises caused by burglary, robbery, or vandalism or resulting from any alterations (including roof penetrations) made to the Premises by Tenant whether with or without Landlord's consent. Except as is specifically made the responsibility of Landlord hereunder, Tenant agrees that during the entire term of this Lease it shall promptly and at its own expense service, keep, maintain in good repair and replace as necessary all parts of the Premises, including, but not limited to, the following (regardless of whether situated within walls or under floor covering or above the ceiling); all plumbing (including the fire prevention sprinkler system, if any), piping, heating, air conditioning, ventilating, electrical and lighting facilities; equipment; fixtures; walls and wall covering; ceilings; floors and floor coverings; windows; doors; and glass, plate glass, showcases and skylights. Tenant shall be responsible for all periodic interior painting of the Premises, and shall keep the Premises in good, clean and tenantable condition; and Tenant shall at its sole cost and expense keep the Premises free of insects, rodents, vermin and other pests. Additionally, Tenant shall pay to Landlord upon demand, and without contribution from any other tenant or Landlord, all costs and expenses for (i) the repair and replacement of any utility lines and related facilities (including sewer lines, drains, drainage systems, storm sewer systems, sanitary sewer systems and plumbing equipment, fixtures and appliances) which are necessary because of the obstruction of the flow, clogging, backing up or other malfunction or disrepair of said lines and related appurtenances resulting from any act or negligent omission of Tenant or any other party using or occupying the Premises, and (ii) any repairs to the roof required because of penetrations made by or on behalf of Tenant, whether or not such penetrations were made with Landlord's consent. Under no circumstances will Tenant make any roof penetrations, except with Landlord's prior consent and using a roofing contractor approved by Landlord in its sole discretion. Such agreements of Tenant are subject to the waivers set out in Paragraph 10.7 below.

(b) Tenant shall be responsible for preventive maintenance on the heating, ventilation and air conditioning equipment (HVAC System) for the Premises. Without limiting the generality of the immediately preceding sentence: (i) Tenant shall replace all filters in the HVAC System at least once every six (6) weeks; and (ii) Tenant shall have the entire HVAC System inspected by a qualified or licensed HVAC contractor at least once a year. The inspections specified in item (ii) shall be completed between March 1 and May 31 of the year. Tenant shall provide Landlord with a copy of the invoice or report from the inspecting company, giving evidence that the system has been inspected. If Landlord has not received from Tenant by June 15 of each year a copy of the inspection report, then Landlord shall have the right to have the HVAC System inspected by a company to be selected by Landlord. Landlord shall bill Tenant for the cost of this inspection, which shall be paid within ten (10) days of receipt of Landlord's invoice.

## 4.2 LANDLORD'S RIGHT TO REPAIR

If Tenant fails to perform its obligations under this Article 4, Landlord may at its option, after three (3) days' written notice to Tenant (except in circumstances which Landlord deems to be an emergency, in which case no notice shall be required), enter upon the Premises and put the same in good order, condition and repair and the cost thereof shall become due and payable by Tenant to Landlord upon demand as additional rent.

## 5. ALTERATIONS BY TENANT

Tenant shall not make any alterations or additions to the Premises without first obtaining the written consent of Landlord. If Landlord gives its consent to alterations or additions to the Premises by Tenant, Tenant shall procure, at Tenant's expense, all necessary permits before undertaking such work. All such alterations and additions shall be done in accordance with Applicable Laws, including applicable building codes and regulations.

## 6. COMMON AREAS

## 6.1 DEFINITION OF COMMON AREAS

All areas provided by Landlord from time to time in the Shopping Center for the common use of Landlord and tenants and their respective employees and invitees shall be deemed "Common Areas". However, this Lease does not guarantee, nor does Landlord make any representation or warranty to Tenant as to, the configuration of the Shopping Center and the Common Areas, and the references herein made to any site plan setting forth the general layout of buildings, parking areas and other improvements shall not be deemed to be a warranty or representation. It is understood that the site plan marked Exhibit A is attached only for reference to Tenant's location within the Shopping Center and Landlord shall not be required to build the Shopping Center or the Common Areas exactly as shown in Exhibit A, nor shall Landlord be limited to constructing only those improvements indicated in Exhibit A, nor shall Landlord be limited or restricted in making changes to the layout of the Common Areas or in adding thereto or subtracting therefrom.



## 6.2 USE OF COMMON AREAS

Tenant and its employees and invitees shall be entitled to use the Common Areas as they exist from time to time during the Lease Term, in common with Landlord and with other persons authorized by Landlord from time to time to use such areas, subject to such rules and regulations relating to such use as Landlord may from time to time establish and subject to all Applicable Laws. At no time shall the Tenant allow loitering, smoking, or gathering of invitees or employees in the front of the Demised Premises.

## 6.3 MAINTENANCE BY LANDLORD

Landlord shall manage, clean and maintain the Common Areas throughout the Lease Term as it deems necessary. Landlord may close any Common Area for repairs or alterations, or for any other reasonably necessary purpose.

## 6.4 CONTROL BY LANDLORD

Landlord shall at all times during the term of this Lease be entitled to control the Common Areas, and may restrain any use or occupancy thereof as authorized by this Lease and by the rules and regulations for the use of such areas. Tenant shall keep said areas free and clear of any obstructions created by Tenant or resulting from Tenant's operation in the Premises. If, in the opinion of Landlord, unauthorized persons are using any of said areas because of the presence of Tenant in the Shopping Center, Tenant shall restrain such unauthorized use by appropriate legal proceedings. Nothing herein shall affect the right of Landlord to prohibit the use of any of said areas by unauthorized persons. Tenant acknowledges that LANDLORD MAKES NO REPRESENTATION OR WARRANTY REGARDING WHETHER OR NOT LANDLORD WILL PROVIDE SECURITY SERVICES OR, IF SO, WHAT FORM OF SECURITY SERVICES WILL BE PROVIDED.

## 6.5 PARKING

(a) If Landlord designates an employee parking area, Tenant and its employees shall not park motor vehicles or bicycles in parking areas provided for customers. In no event shall Tenant or its employees park motor vehicles or bicycles at the rear of the Premises where there is a rear entrance. Tenant agrees that upon written notice from Landlord it will furnish Landlord with the state automobile license numbers assigned to its motor vehicles and the motor vehicles of all its employees and any changes to such list. In the event that Tenant or its employees park in other than designated employee parking areas, Landlord shall have the right to charge Tenant ten dollars (\$10.00) per day for each day or partial day each such vehicle is parked in the improper areas and/or to have said vehicle towed away from such areas at Tenant's expense. Tenant's invitees or employees shall not park in spaces reserved for other Tenants in the Shopping Center.

~~(b) In the event Landlord elects to limit or control parking by customers or invitees of the Shopping Center, whether by validation or parking tickets or any other method of assessment, Tenant agrees to participate in such validation or assessment program under such reasonable rules and regulations as are established by Landlord.~~

## 6.6 IMPOSITION OF REGULATIONS

If Landlord is required at any time by governmental authority to reduce the energy consumption of the Shopping Center, to impose a parking or similar regulatory charge, to modify or restrict the hours of operation of Tenant's business, to limit access to the Shopping Center, to reduce the number of parking spaces available for Tenant's customers or to take other limiting actions, such actions shall be binding on Tenant and this Lease shall be subject thereto.

## 6.7 TRASH DISPOSAL

In the event that Landlord finds it necessary or desirable to furnish a form of trash disposal for the common use of more than one (1) tenant, including Tenant, the cost of said trash disposal shall be allocated on the basis determined by Landlord to those using it, and Tenant will pay its share. If Landlord does not provide trash disposal for use by Tenant and other tenants, it shall be Tenant's responsibility to provide, at Tenant's expense, a trash dumpster or some other method of trash disposal meeting the approval of the applicable municipality in which the Premises are located. Such dumpster or other receptacle shall be located and shall be screened or enclosed as directed by the Landlord.

## 6.8 COMMON AREA CHARGES AS ADDITIONAL RENT

Tenant shall pay Landlord, as additional rental, Tenant's share of all costs and expenses incurred by Landlord in the operation and maintenance of the Common Areas during the term of this Lease. Such costs and expenses ("CAM Charges") shall include, without limiting the generality of the foregoing, the cost of landscaping, resurfacing, striping, bumpers, directional signs and other markers, lighting (including Tenant's own consumption of electricity on any common Area pole sign) and other utilities, cleaning, sewage and garbage disposal, installation and removal of community projects, exterminating, depreciation of equipment used in and about the Shopping Center, fire protection, security (if and to the extent Landlord provides security), and similar items. CAM Charges will also include all management fees and expenses and all costs of maintenance and repairs concerning the Shopping Center (to the extent not covered by insurance), whether or not allocable to the Common Areas, but will not include leasing commissions and any costs incurred by Landlord to make space in the Shopping Center ready for another particular tenant. If at any time during the term of this Lease, Applicable Laws require Landlord to install pollution monitoring or other equipment in the Shopping Center or require the installation or modification of waste disposal facilities or equipment for the Shopping Center, then the cost, maintenance, and operating expense thereof shall be CAM Charges. Tenant's share of CAM Charges incurred in the any calendar year or partial calendar

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applicable calendar year or partial calendar year times a fraction, the numerator of which is the floor area of the Premises and the denominator of which is of the total, rentable, floor area of the building in the Shopping Center during the applicable calendar year or partial calendar year.

## 6.9 PAYMENT OF COMMON AREA CHARGES

Tenant's share of CAM Charges for each month of the calendar year in which the Commencement Date occurs is estimated to be the amount specified as Initial CAM Charges in the Basic Lease Information, which amount is payable monthly by Tenant to Landlord on the same dates as and in addition to the Minimum Rent that is due during such calendar year. Following the calendar year in which the Commencement Date occurs, Tenant shall pay to Landlord, at the same time as and in addition to each installment of the Minimum Rent, Landlord's estimate of Tenant's share of CAM Charges for the then current calendar month, or, if Tenant has not been notified of such estimate, then Tenant shall pay the most recent available estimate by Landlord of Tenant's share of CAM Charges for a full calendar month. Landlord shall determine Tenant's share of the actual CAM Charges incurred for every calendar year or partial calendar year during the Lease Term within one hundred twenty (120) days (or such additional time as may be required) after the close of such year, and Landlord will deliver a statement to Tenant setting out the calculation. Within ten (10) days from Tenant's receipt from Landlord of such statement, Tenant shall pay Landlord the excess, if any, of Tenant's share of the actual CAM Charges shown therein over the estimated amount theretofore paid by Tenant for such period. If, however, Tenant's share of the actual CAM Charges for the applicable calendar year or partial calendar year is less than the estimated amount theretofore paid by Tenant, the excess share of CAM Charges paid by Tenant shall (i) be credited against the next maturing installments of additional rental due from Tenant (but not against Minimum Rent), and (ii) to the extent not offset against amounts then due or to be due in the future from Tenant under this Lease, be refunded by Landlord to Tenant.

## 7. SIGNS, DISPLAYS, AWNINGS, DECORATIONS, LIGHTING AND OBSTRUCTIONS

Before thirty (30) days after the Commencement Date, Tenant shall, at its own expense, erect and maintain only one (1) sign advertising its business on the Premises. Such signs shall be designed in accordance with the sign criteria shown on Exhibit D attached hereto and all Applicable Laws and shall be located on Tenant's storefront in a location approved by Landlord in advance. Before any outside item such as banners or portable signs or signs visible from outside the Premises may be erected by Tenant or any alteration to the storefront of the Premises may be made by Tenant, whether permanent or temporary, Tenant shall first obtain the written approval of Landlord as to type, size, suitability and location thereof. Landlord may withhold such approval if it determines in its sole discretion that such outside item, sign or alteration will be detrimental or unsuitable to the Shopping Center. Tenant shall not paint signs on windows or place any merchandise, showcases, pay telephones, ice machines, rides or other obstructions on the outside of its store on the Premises. ~~Tenant shall keep all display windows, exterior electric signs and lighting under any canopy in front of the Premises lighted from dusk until 11:00 p.m. daily, including Sundays and holidays.~~

## 8. UTILITIES

Tenant shall pay all utility charges incurred by it in the use of the Premises whether supplied by Landlord or directly to Tenant by a utility company. If any such charges are not paid when due, Landlord may pay the same and any amount so paid by Landlord shall thereupon become due to Landlord from Tenant. Regardless of whether Landlord supplies Tenant with any utility services, Landlord shall not be responsible for problems with respect to the quality, quantity or interruption of such services beyond its control, and failure or interruption of services shall not entitle Tenant to terminate this Lease.

## 9. REAL ESTATE TAXES

### 9.1 TAX COSTS AS ADDITIONAL RENTAL

Tenant shall pay Landlord additional rental equal to all ad valorem taxes, charges, impositions and liens for public improvements, and assessments allocable to the Premises (as determined by Landlord pursuant to this Paragraph) and all costs of evaluating and contesting the same (including attorneys' and consultants' fees), together with interest, penalties or other charges which may accrue thereon, that Landlord pays for any portion of the term of this Lease (collectively "Taxes"). As used herein, "Taxes" shall include, to the extent allocable to any calendar year or partial calendar year during the Lease Term, all ad valorem taxes, charges, impositions and other assessments described in the preceding sentence that are separately assessed against the Premises. "Taxes" shall also include, to the extent allocable to any calendar year or partial calendar year during the Lease Term, Tenant's share of any such items that are assessed against the Shopping Center or against other property of which the Premises are only a portion. Tenant's share of such items for each calendar year or partial calendar year will be determined by Landlord by multiplying the total amount thereof times a fraction, the numerator of which is the floor area of the Premises and the denominator of which is of the total, rentable, floor area of the building on the property covered by such items during the applicable calendar year.

### 9.2 PAYMENT OF TAXES

The Taxes for each month during the calendar year in which the Commencement Date occurs are estimated to be the amount specified as Initial Taxes in the Basic Lease Information, which amount is payable monthly by Tenant to Landlord on



which the Commencement Date occurs, Tenant shall pay to Landlord, at the same time as and in addition to each installment of the Minimum Rent, Landlord's estimate of the Taxes for the then current calendar month, or, if Tenant has not been notified of such estimate, then Tenant shall pay the most recent available estimate by Landlord of the Taxes for a full calendar month. Landlord shall calculate the actual Taxes incurred for every calendar year or partial calendar year during the Lease Term within one hundred twenty (120) days (or such additional time as may be required) after the close of such year, and Landlord will deliver a statement to Tenant setting out the calculation. Within ten (10) days from Tenant's receipt from Landlord of such statement, Tenant shall pay Landlord the excess, if any, of the actual Taxes shown therein over the estimated amount theretofore paid by Tenant for such period. If, however, the actual Taxes for the applicable calendar year or partial calendar year are less than the estimated amount theretofore paid by Tenant, the excess Taxes paid by Tenant shall (i) be credited against the next maturing installments of additional rental due from Tenant (but not against Minimum Rent), and (ii) to the extent not offset against amounts then due or to be due in the future from Tenant under this Lease, be refunded by Landlord to Tenant.

### 9.3 SUBSTITUTE TAXES

If during the term of this Lease any taxes or other charges shall be levied or assessed against the Premises or charged to Landlord either as a rent tax or in lieu of or as a substitute for all or part of any present or contemplated ad valorem taxes on the Premises or the Shopping Center, then for the purposes of this Lease such levies and assessments shall be treated the same as ad valorem taxes on the Premises or the Shopping Center, as the case may be.

### 9.4 TAXES ON TENANT'S PROPERTY

Tenant shall be liable for and promptly pay all taxes levied against personal property and trade fixtures on the Premises during the term of this Lease. If the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures on the Premises and Landlord elects to pay the taxes based on such increase, then Tenant shall pay to Landlord upon demand the part of such taxes that Landlord determines to be attributable to such personal property and trade fixtures.

## 10. INSURANCE AND INDEMNITY

### 10.1 LIABILITY INSURANCE - PREMISES

From and after the Commencement Date Tenant shall keep in force commercial general liability insurance (including blanket contractual liability coverage) with limits of liability of not less than \$1,000,000.00 per occurrence (and no offset for occurrences on property other than the Premises) insuring both Landlord (including Insignia Commercial Group, Inc.) and the Tenant against all claims, demands or actions arising out of or in connection with Tenant's use or occupancy of the Premises, or by the condition of the Premises. Such insurance may be carried under a blanket policy covering the Premises and any other stores operated by Tenant. In the event Tenant is to construct the improvements or any part of the improvements on the Premises prior to the Commencement Date, Tenant shall provide such insurance from and after the date it commences such construction. All insurance required to be carried by Tenant shall be issued by an insurance company satisfactory to Landlord which are licensed to do business in the state in which the Shopping Center is located with a general policyholders rating of not less than B+ and a financial rating of not less than Class VIII, as rated in the most current edition of Best's Key Rating Guide and such insurance shall be written upon forms and with endorsements satisfactory to Landlord. Such policy or a certificate of insurer evidencing the insurance with proof of payment of premiums and an endorsement which prohibits cancellation, termination or modification without thirty (30) days prior written notice to Landlord shall be deposited with Landlord on or prior to the earlier of the Commencement Date or the date Tenant commences construction of improvements on the Premises. Certificates of renewal thereof shall be deposited with Landlord thirty (30) days prior to the expiration of such policy or renewal thereof.

### 10.2 OTHER INSURANCE

(a) Landlord shall keep in force such insurance against fire and standard extended coverage perils on buildings and improvements in the Shopping Center, but not on the trade fixtures and other equipment and property of Tenant situated on the Premises, as Landlord shall deem advisable.

(b) Any Insurance carried by Landlord or Tenant against loss or damage to the building and other property situated on the Premises shall be carried for the benefit of Landlord to the extent of loss or damage to the building or improvements.

(c) If and to the extent required by law, Tenant shall maintain at all times during the term of the Lease, at its cost and expense, Workers' Compensation or similar insurance in form and amounts required by law.

of such cost for each calendar year or partial calendar year during the lease term will be determined by Landlord by multiplying the total amount thereof times a fraction, the numerator of which is the floor area of the Premises and the denominator of which is the total, rentable, floor area on the first floor of the building on the insured property during the applicable calendar year.

#### 10.4 PAYMENT OF INSURANCE COSTS

Insurance Costs for each month during the calendar year in which the Commencement Date occurs are estimated to be the amount specified as Initial Insurance Costs in the Basic Lease Information, which amount is payable by Tenant to Landlord on the same dates as and in addition to the Minimum Rent that is due during such calendar year. Following the calendar year in which the Commencement Date occurs, Tenant shall pay to Landlord, at the same time as and in addition to each installment of the Minimum Rent, Landlord's estimate of the Insurance Costs for the then current calendar month, or, if Tenant has not been notified of such estimate, then Tenant shall pay the most recent available estimate by Landlord of Insurance Costs for a full calendar month. Landlord shall calculate the actual Insurance Costs incurred for every calendar year or partial calendar year during the Lease Term within one hundred twenty (120) days (or such additional time as may be required) after the close of such year, and Landlord will deliver a statement to Tenant setting out the calculation. Within ten (10) days from Tenant's receipt of such statement from Landlord, Tenant shall pay Landlord the excess, if any, of the actual Insurance Costs set out therein over the estimated Insurance Costs theretofore paid by Tenant for such period. If, however, the actual Insurance Costs for the applicable calendar year or partial calendar year are less than the estimated amount theretofore paid by Tenant, the excess Insurance Costs paid by Tenant shall (i) be credited against the next maturing installments of additional rental due from Tenant (but not against Minimum Rent); and (ii) to the extent not offset against amounts then due or to be due in the future from Tenant under this Lease, be refunded by Landlord to Tenant.

#### 10.5 INSURANCE CONCERNING TENANT'S USE OF THE PREMISES

If the use by Tenant of the Premises causes an increase in the insurance costs for any portion of the Shopping Center other than the Premises, Tenant shall pay the increase allocable to that other portion on demand. If Tenant makes any additions or alterations to the Premises or changes its operations therein or vacates the Premises and thereby causes an increase in the insurance premium on policies maintained by Landlord, Tenant shall pay to Landlord the amount of such increase on demand.

#### 10.6 INSURANCE COVERING TENANT'S PROPERTY

Tenant shall, at its cost, maintain insurance covering: (i) its personal property, equipment and trade fixtures, including insurance providing protection against fire and extended coverage, perils, sprinkler damage, vandalism and malicious mischief, and (ii) all plate glass on the Premises. Such insurance will be in the amount of the full replacement value of the insured property, and Tenant shall furnish Landlord with a certificate evidencing such insurance from the applicable insurer upon request.

#### 10.7 WAIVER OF CLAIMS

The parties desire to avoid liability to each other's insurers. Thus, Landlord and Tenant each for itself and for any person or entity claiming through it (including any insurance company claiming by way of subrogation), hereby waives any and every claim which arises or may arise in its favor against the other party hereto and other party's officers, directors, and employees (and Tenant waives any such claim against the other tenants and occupants of the Shopping Center and their officers, directors and employees) for any and all loss of or damage to property, to the extent (but only to the extent) that the waiving party who suffers such loss or damage is actually compensated by insurance or would be compensated by the insurance policies contemplated in this Article 10 if such policies were maintained as required hereby. Each party agrees to have such insurance policies properly endorsed so as to make them valid notwithstanding this waiver, if such endorsement is required to prevent a loss of insurance.

#### 10.8 INDEMNITY

Tenant agrees to indemnify and save Landlord harmless from and against any and all claims, actions, damages, liens, liabilities and expenses, including but not limited to attorneys' fees, in connection with loss of life, personal injury and/or damage to property occurring on the Premises or arising from or out of Tenant's occupancy or use of the Premises or any portion thereof or any portion of the Shopping Center; and Tenant shall promptly pay or otherwise discharge any and all such claims, actions, damages, liens, liabilities and expenses unless Landlord has committed gross negligence.

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**10.9 EXCULPATION OF LANDLORD**

Except as may be caused primarily by the gross negligence or intentional act of Landlord, Landlord shall not be liable for (i) injury or damage which may be sustained by Tenant, its agents, officers, directors, employees or invitees, or to their goods, wares, merchandise or property, caused by or resulting from the state of repair of the Premises or the Shopping Center; (ii) injury or damage from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Premises; or (iii) the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the Premises or the Shopping Center. Landlord shall not be liable for damage arising from any act or neglect of any other tenant of the Shopping Center. Landlord shall not be liable for any damages sustained by Tenant by reason of construction, repair or reconstruction, or widening of any private, public or quasi-public utility lines, streets, walkways or thoroughfares; nor shall the rent or other charges under this Lease be abated during any period that ingress, egress or traffic may be curtailed, blocked or hampered by reason of such activities. Landlord shall not be required to remove snow or ice from any areas in or around the Shopping Center, and shall not be liable for any accident resulting therefrom.

**11. CASUALTY AND RESTORATION****11.1 ACTIONS REQUIRED FOLLOWING CASUALTY**

If the building or other improvements on the Premises should be damaged or destroyed by fire or other casualty, Tenant shall give immediate written notice thereof to Landlord. If the Premises are damaged by fire or other insured casualty to the extent of less than one-third of the then value of the Premises and if the holder of any deed of trust, mortgage, or security interest covering the Premises does not require that the insurance proceeds payable on account of such fire or casualty be applied to reduce the indebtedness secured thereby, then Landlord shall repair such damage at its expense. However, if the Premises are damaged by fire or other casualty to the extent of more than one-third of the then value of the Premises, or if the holder of any deed of trust, mortgage or security interest covering the Premises applies or indicates that it may apply the insurance proceeds payable on account of such fire or other casualty to the indebtedness secured thereby, then Landlord may, at its option, terminate this Lease by giving written notice to Tenant within ninety (90) days after Landlord is notified of the fire or other casualty. If this option is available but not exercised by Landlord, then Landlord shall proceed with reasonable diligence to collect any insurance proceeds not claimed by the holder of a deed of trust, mortgage or security interest on the Premises and to apply any or all of such proceeds as may be required to repair such damages.

**11.2 EXCEPTION TO LANDLORD'S OBLIGATION TO RESTORE**

Notwithstanding the preceding Paragraph 11.1, Landlord shall not be required to repair or rebuild after any fire or other casualty that occurs during the last year of the Primary Term or during the last year of any renewal or extension of the Primary Term; provided, however, that if Tenant shall, within fifteen (15) days after such occurrence, exercise any option to extend the term of this Lease that may be available to Tenant and if because of the exercise of such option the term of this Lease shall be scheduled to last at least three (3) years from the date of such occurrence, then Landlord's obligation to repair or rebuild shall not be affected by this Paragraph 11.2. If Landlord refuses to repair or rebuild the Premises pursuant to this Paragraph 11.2, Tenant shall be entitled, as its sole remedy, to terminate this Lease.

**11.3 CASUALTY CAUSED BY TENANT; DAMAGE TO SHOPPING CENTER**

Notwithstanding the preceding provisions, if any damage to the Premises by fire or other casualty is due to any act or failure to act on the part of Tenant, or if the Shopping Center is damaged by fire or other casualty to the extent of more than one-fourth of the then value thereof, Landlord may, at its option, terminate this Lease by giving written notice to Tenant within ninety (90) days after Landlord is notified of the fire or other casualty.

**11.4 CONTINUATION OF OPERATIONS**

During the period of any repairs to or restoration of the Premises, Tenant shall continue the operation of its business to the extent reasonably practicable. There shall be no abatement of Minimum Rent or other charges during the period of such repairs or restoration. In the event that Landlord has an obligation to repair or rebuild pursuant to this Article 11, then during the period from the occurrence of the casualty until Landlord's repairs are completed, the Minimum Rent shall be reduced to such extent as may be fair and reasonable under the circumstances; provided, however, there shall be no abatement of any percentage rental or any other charges provided for herein.

**11.5 EXTENT OF LANDLORD'S OBLIGATIONS**

Landlord's obligation to repair or rebuild pursuant to this Article 11 shall be limited to the restoration of a "shell" building to the extent permitted by Applicable Laws, and to the replacement of any interior work in the Premises which may have originally been installed at Landlord's cost; and Tenant shall be obligated to complete the balance of the repairs or rebuilding required for the Premises. Upon completion of such restoration and replacement, Tenant shall promptly refixture and restock the Premises. If Landlord fails to complete any material rebuilding or repair required of it under this Article 11 within one hundred eighty (180) working days (plus such time as such rebuilding or repairs are delayed by reason of strike, lockout, unavailability of material, fire or other casualty, governmental regulation, act of war, adverse weather or other condition beyond the Landlord's control) from the date Tenant notifies Landlord of the happening of the damage, then Tenant may give Landlord six (6) days written notice of its intent to terminate this Lease; and if the applicable rebuilding or



## 12.2 LESS THAN SUBSTANTIAL TAKING

If less than a substantial part of the Premises shall be taken for any public or quasi-public use by eminent domain, or should be sold to the condemning authority under the threat of condemnation, this Lease shall not terminate and Landlord shall, at its sole expense, restore and reconstruct the building and other Improvements situated on the remaining part of the Premises so as to make the remaining part reasonably tenantable and suitable for the uses set out in the Basic Lease Information; provided, however, that Paragraphs 11.2, 11.4 and 11.5 above shall apply as if the part taken or sold were destroyed by a fire or other casualty. Notwithstanding the preceding sentence, Landlord may, at its option, terminate this Lease rather than restore and reconstruct the Premises after less than a substantial portion of the Premises are taken or sold as aforesaid if the cost of such restoration and reconstruction can be expected to exceed the damages or other consideration that Landlord will receive because of the partial taking or sale of the Premises. If Landlord does restore or reconstruct the Premises pursuant to this paragraph, but thereafter the square footage of the Premises available for Tenant's use is less than that available before the taking or sale, then the Minimum Rent payable hereunder during the unexpired term of this Lease shall be reduced in proportion to the reduction of square feet of floor area of the Premises.

## 12.3 AWARD OF DAMAGES

All damages awarded for any taking of all or any part of the Premises by eminent domain, and all proceeds of a sale in lieu of such a taking, shall belong to and be the property of Landlord, whether compensation for the diminution in value of the Tenant's leasehold or for the fee of the Premises. However, Landlord shall not be entitled to any separate award made to Tenant for loss or damage to Tenant's removable personal property. Nor will Landlord be entitled to any award for damages for cessation or interruption of Tenant's business to the extent that such cessation or interruption damages are awarded exclusive of and separate and apart from damages for diminution in value of the Tenant's leasehold.

## 13. ASSIGNMENT AND SUBLETTING

### 13.1 REQUIREMENT OF LANDLORD'S CONSENT

Tenant may not, either voluntarily or by operation of law, without the prior written consent of Landlord, assign this Lease, sublet the whole or any part of the Premises, sell, encumber, pledge or otherwise transfer all or any part of Tenant's leasehold estate hereunder, or permit the Premises to be possessed by anyone other than Tenant or Tenant's employees. Landlord's decision to consent to any subletting or assignment by Tenant shall be within Landlord's discretion and Landlord may refuse to give such consent based upon, but not limited to, factors pertaining to:

- (a) the acceptability and/or compatibility of any proposed subtenant or assignee with other tenants of the Shopping Center; and
- (b) the financial statement, credit and ability of any proposed subtenant or assignee to meet the obligations, terms and conditions of this Lease.

Notwithstanding any permitted assignment or subletting, Tenant and any guarantor of Tenant's obligations under this Lease shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of Tenant's other obligations under the terms, provisions and covenants of this Lease. As a condition precedent to any subletting or assignment by Tenant hereunder, Tenant agrees to furnish Landlord with a copy of the proposed assignment or sublease, together with a description of the business to be conducted at the Premises by such proposed assignee or subtenant, current financial statements of such proposed assignee or subtenant, and such other information as Landlord may request, all at least thirty (30) days prior to the date on which the proposed assignment or sublease is to be executed. Tenant further agrees to furnish Landlord with an executed copy of such assignment or sublease immediately after such instrument is executed. Landlord shall have the option, exercisable within seven (7) days from the submission of Tenant's written request for consent to any assignment or subletting, to cancel this Lease as of the proposed date of the commencement of such assignment or subletting; however, failure to exercise such option shall not imply that Landlord has consented to or approved such proposed assignment or sublease. In the event Landlord exercises its option to cancel this Lease, then the term, tenancy and occupancy of the Premises hereunder or otherwise shall forthwith cease and expire as if the effective date of cancellation was the original termination date of this Lease. Any permitted assignment or subletting shall be

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an times be the operator and manager of the Premises and Tenant shall not assign, sublease, or otherwise dispose of the Premises or any other arrangement without Landlord's consent whereby the operation of the business on the Premises will be other than by Tenant. Any such attempt shall be deemed an assignment or sublease and shall constitute a violation of this Article 13. If there is more than one (1) Tenant and there is any change in the composition of Tenant, such change shall be deemed an assignment and shall be a violation of this Article 13 if made without Landlord's consent. If a Tenant is an individual and dies, Landlord shall have the option to cancel this Lease. In the event Landlord does not exercise its option to cancel this Lease, Landlord shall be furnished with the court order or letters testamentary evidencing who has authority to act on behalf of the estate of Tenant.

### 13.3 COSTS AND REVENUES ASSOCIATED WITH ASSIGNMENT

In the event that Landlord shall be asked to consent to a sublease or assignment hereunder, Tenant shall reimburse Landlord for all attorney's fees (not to exceed \$1,250.00) and expenses incurred by Landlord in connection therewith. In the event of an assignment of the leasehold estate created hereby or a sublease of the Premises, the assignor or sub-lessor shall have no right to any rental or other revenues generated thereby in excess of the rental herein reserved, which excess rental and other revenues shall belong to Landlord and shall be promptly paid to Landlord as it becomes due and payable.

## 14. DEFAULTS AND REMEDIES

### 14.1 DEFAULT BY TENANT

The occurrence of any one of the following events shall be an event of default by Tenant under this Lease:

- (a) Tenant shall fail to pay any rental or other sum of money when due hereunder.
- (b) Tenant shall fail to perform or observe any term, condition, covenant or agreement of this Lease (other than a failure to timely pay rent or other charges) and Tenant shall not cure such failure within ten (10) days after notice thereof is given by Landlord, but if such failure is of a nature that it cannot be cured within such ten (10) day period, Tenant shall not have committed an event of default if Tenant commences the curing of the failure within such ten (10) day period and thereafter diligently pursues the curing of same and completes such cure within sixty (60) days; provided, however, that if Tenant shall fail to perform or observe any term, condition, covenant or agreement of this Lease two (2) or more times in any calendar year, then notwithstanding that such defaults have been cured by Tenant, any further similar failure shall be deemed an event of default without notice or opportunity to cure.
- (c) Tenant or any guarantor of Tenant's obligations under this Lease shall become insolvent, shall admit in writing its inability to pay its debts when due, shall make a transfer in fraud of its creditors, shall make a general assignment or arrangement for the benefit of creditors, or all or substantially all of Tenant's assets or the assets of any guarantor of Tenant's obligations under this Lease or Tenant's interest in this Lease are levied on by execution or other legal process.
- (d) A petition shall be filed by or against Tenant or any guarantor of Tenant's obligations under this Lease to have Tenant or such guarantor adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy shall be filed by or against Tenant or such guarantor.
- (e) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant or of any guarantor of Tenant's obligations under this Lease or for Tenant's interest in this Lease.
- (f) Tenant shall fail to take possession of the Premises within thirty (30) days after Landlord notifies Tenant that any work required of Landlord with respect thereto is complete, or Tenant shall abandon or vacate any substantial portion of the Premises after Tenant's initial occupancy.
- (g) An event of default by Tenant shall occur under any other lease presently in effect or entered into in the future by and between Landlord (or any entity owned in whole or in part by a partner or stockholder of Landlord) and Tenant.

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## 14.2 REMEDIES OF LANDLORD

(a) Upon the occurrence of any event of default by Tenant, Landlord shall have the option, without any notice to Tenant (except as expressly provided below) and with or without judicial process, to pursue any one or more of the following remedies:

(i) Landlord may terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord.

(ii) Landlord may enter upon and take custodial possession of the Premises by picking the locks if necessary, lock out or remove Tenant and any other person occupying the Premises and alter the locks and other security devices at the Premises, all without Landlord being deemed guilty of trespass or becoming liable for any resulting loss or damage and without causing a termination or forfeiture of this Lease or of the Tenant's obligation to pay rent. Landlord shall not, in the event of a lockout by changing the locks, be required to furnish new keys to Tenant.

(iii) Landlord may enter the Premises and take possession of and remove any and all trade fixtures and personal property situated in the Premises, without liability for trespass or conversion. Landlord may retain control over all such property for the purpose of foreclosing the liens and security interests described in Article 15 below by public or private sale. If Landlord takes possession of and removes personal property from the Premises, then prior to any disposition of the property by sale or until Tenant reclaims the property if no foreclosure by public or private sale is contemplated, Landlord may store it in a public warehouse or elsewhere at the cost of and for the account of Tenant without the resort to legal process and without becoming liable for any resulting loss or damage.

(iv) Landlord may perform on behalf of Tenant any obligation of Tenant under this Lease which Tenant has failed to perform and the cost of the performance will be deemed additional rental and will be payable by Tenant to Landlord upon demand.

Landlord's pursuit of any remedy specified in this Lease will not constitute an election to pursue that remedy only, nor preclude Landlord from pursuing any other remedy available at law or in equity, nor constitute a forfeiture or waiver of any rent or other amount due to Landlord as described below.

(b) In the event Landlord enters and takes possession of the Premises without electing to cause a termination of this Lease, Landlord will have the right to relet the Premises for Tenant, in the name of Tenant or Landlord or otherwise, on such terms as Landlord deems advisable and Tenant hereby appoints Landlord its attorney-in-act for such purposes. Landlord will not be required to incur any expense to relet the Premises and the failure of Landlord to relet the Premises shall not reduce Tenant's liability for monthly rentals and other charges due under this Lease or for damages. Landlord will not be obligated to relet for less than the then market value of the Premises or to relet the Premises when other comparable rental space in the Shopping Center is available. Without causing a termination or forfeiture of this Lease after an event of default by Tenant, Landlord may: (i) relet the Premises for a term or terms to expire at the same time as, earlier than, or subsequent to, the expiration of the Lease Term; (ii) remodel or change the use and character of the Premises; (iii) grant rent concessions in reletting the Premises, if necessary in Landlord's judgment, without reducing Tenant's obligation for rentals specified in this Lease; and (iv) relet all or any portion of the Premises as a part of a larger area. Subject to the next subparagraph 14.2(c), Landlord may retain the excess, if any, of the rent earned from reletting the Premises over the rentals specified in this Lease.

(c) After any failure by Tenant to pay rent, Landlord may, whether or not it has chosen to re-enter and take possession of the Premises, but only if it has not then notified Tenant of its election to terminate this Lease, collect from and require Tenant to pay an amount (a "Rental Deposit") equal to the then present value of all Minimum Rent specified herein for the balance of the Lease Term. However, if Landlord has relet the Premises or relets thereafter without first terminating this Lease, Landlord will apply any future rentals from reletting (but not rental representing reimbursement for CAM Charges, Taxes or Insurance Costs or rental allocable to any area outside the Premises or rental allocable to the period following the Lease Term) in the following manner: first, to reduce any amounts then due from Tenant, including but not limited to attorneys' fees, brokerage commissions and other expenses Landlord may have incurred in connection with the collection of any rent, recovery of possession, and redecorating, altering, dividing, consolidating with adjoining premises, or otherwise preparing the Premises for reletting; and, second, to the repayment of any Rental Deposit collected from Tenant. The balance, if any, of the future rentals from reletting shall be retained by Landlord as compensation for reletting the Premises. Tenant will not be entitled to any repayment of the Rental Deposit except as provided herein, but Tenant will be relieved of its obligation to make future payments of any Minimum Rent with respect to which it has paid a Rental Deposit to Landlord. Landlord will notify Tenant if Landlord elects to collect a Rental Deposit after an event of default by Tenant, whereupon the Rental Deposit will be immediately due and payable and may be collected by Landlord by a suit to enforce payment.

(d) No re-entry or reletting of the Premises or any filing or service of an unlawful detainer action or similar action will be construed as an election by Landlord to terminate or accept a forfeiture of this Lease or to accept a surrender of the Premises after an event of default by Tenant, unless a written notice of such intention is given by Landlord to Tenant; but notwithstanding any such action without such notice, Landlord may at any time thereafter elect to terminate this Lease by notifying Tenant. In the event, however, Landlord terminates this Lease after collecting a Rental Deposit as provided in the preceding subparagraph 14.2(c), Landlord will reimburse Tenant for the excess (if any) of (i) that portion of the Rental Deposit collected and attributable to the Minimum Rent for the period following such termination, over (ii) the amount that,



notwithstanding the termination, Landlord would have been entitled to recover from Tenant with respect to such period if Landlord had not collected the Rental Deposit.

(e) Upon the termination of this Lease, Landlord will be entitled to recover all unpaid rentals that have accrued through the date of termination plus the costs of performing any of Tenant's obligations (other than the payment of rent) that should have been but were not satisfied as of the date such termination. In addition, if the termination follows a material event of default (as described below in this subparagraph), Landlord will be entitled to recover, not as rent or a penalty but as compensation for Landlord's loss of the benefit of its bargain with Tenant, the difference between (i) an amount equal to the present value of the rental and other sums that this Lease provides Tenant will pay for the remainder of the Lease Term and for the balance of any then effective extension of the Lease Term, and (ii) the present value of the future rentals (net of leasing commissions and other costs of reletting) for such period that will be or with reasonable efforts could be collected by Landlord by reletting the Premises. For purposes of determining what could be collected by Landlord by reletting under the preceding sentence, it will be assumed that Landlord is not required to relet when other comparable space in the Shopping Center is available for lease and that Landlord will not be required to incur any cost to relet, other than customary leasing commissions. As used herein, a material event of default shall mean (i) any failure to pay rent described in Paragraph 14.1(a) above; (ii) any failure to maintain insurance required by this Lease; or (iii) any other events of default, individually or in the aggregate, which Landlord reasonably determines to be material.

(f) After a material event of default by Tenant, Landlord may recover from Tenant from time to time and Tenant shall pay to Landlord upon demand, whether or not Landlord has relet the Premises or terminated this Lease, (i) such expenses as Landlord may incur in recovering possession of the Premises, terminating this Lease, placing the Premises in good order and condition and altering or repairing the same for reletting; (ii) all other costs and expenses (including brokerage commissions and legal fees) paid or incurred by Landlord in exercising any remedy or as a result of the event of default by Tenant; and (iii) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease or which in the ordinary course of things would be likely to result from such failure.

(g) In the event that any future amount owing to Landlord or offsetting an amount owing to Landlord is to be discounted to present value under this Lease, the present value shall be determined by discounting at the rate of six percent (6%) per annum.

(h) Any Minimum Rent or additional rental or other amounts required to be paid by Tenant hereunder which shall not be paid when due shall bear interest at the Lease Interest Rate. "Lease Interest Rate" as used herein means three percent (3%) above the prime rate of interest from time to time charged, announced or published by NationsBank, but in no event shall such interest rate exceed the highest rate permitted by the laws of the state where the Premises are located. Any payment of the ten percent (10%) charge described in the next subparagraph shall be credited against interest otherwise accruing under this subparagraph 14.2(h).

(i) Tenant hereby acknowledges that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by the terms of any mortgage or deed of trust covering the Premises. Accordingly, if an event of default by Tenant shall arise because any installment of rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee on the date such amount shall be due, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue amount. The parties hereby agree that such late charge does not represent interest, but rather represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall not constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. The failure of Tenant to pay such late charge as herein stated shall be an event of default hereunder. If any payment is made by check which is returned for insufficient funds, Tenant shall immediately make the required payment to Landlord in good funds; moreover, Tenant shall also pay Landlord an additional fee of \$40.00 to compensate Landlord for its expense and effort in connection with the dishonored check.

(j) This Paragraph 14.2 shall be enforceable to the extent not prohibited by applicable law, and the unenforceability of any provision in this Paragraph shall not render any other provision unenforceable. To the extent permitted by law, Tenant and Landlord agree that paragraphs (a), (b), (c), (e), (f) and (g) of Section 93.002 of the Texas Property Code shall not apply to this Lease. However, as provided in Section 93.002(d) of the Texas Property Code, Tenant will be presumed to have abandoned the Premises if goods, equipment, or other property, in an amount substantial enough to indicate a probable intent to abandon the Premises, is being or has been removed from the Premises and the removal is not within the normal course of Tenant's business.

#### 14.3 DEFAULT BY LANDLORD

If Landlord should be in default in the performance of any of its obligations under this Lease, Landlord shall have thirty (30) days to cure such default after receipt of written notice from Tenant specifying such default; or if such default is of a nature to require more than thirty (30) days to remedy, Landlord shall have the time reasonably necessary to cure it. In the event that Tenant has any right to terminate this Lease because of a default by Landlord, Tenant agrees to serve any notice of claimed default or breach by Landlord under this Lease upon the lender holding a first mortgage or deed of trust against the



Premises, and allow such lender the same period following such notice to cure the claimed default or breach as is allowed Landlord. But this Paragraph 14.3 will not be interpreted as creating or broadening any right of Tenant to terminate this Lease because of a default by Landlord. Tenant waives any statutory lien it may have against rents due under this Lease or against Landlord's property in Tenant's possession.

#### 14.4 ATTORNEYS' FEES

If Landlord incurs attorneys' fees because of Tenant's failure to cure a breach of this Lease within any permitted cure period or because of any request by Tenant for the consent or approval of Landlord to any matter requiring Landlord's consent or approval under this Lease, then Tenant will reimburse Landlord for such fees upon demand.

#### 14.5 WAIVERS

No waiver by Landlord of any provision of this Lease will be deemed a waiver of any other provision or of any subsequent breach by Tenant. Landlord's consent to or approval of any act will not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. Landlord's acceptance of rent will not constitute a waiver of any preceding breach by Tenant of this Lease, regardless of Landlord's knowledge of the preceding breach at the time Landlord accepts the rent. Any payment by Tenant or receipt by Landlord of a lesser amount than the Minimum Rent and additional rental stipulated in this Lease will be deemed to be on account of the earliest stipulated rental. Notwithstanding any endorsement or statement on any check or any letter accompanying any check or payment of Minimum Rent or additional rental, Landlord may accept such check or payment without prejudice to Landlord's right to hold the Tenant in default and recover the balance of any Minimum Rent or additional rental due and pursue any other remedy provided in this Lease. Landlord's failure to take any action in regard to Tenant's default, regardless of how long, will not constitute a waiver of such default. Any waiver of Tenant's default must be in writing and signed by Landlord to be effective. Any written waiver by Landlord will constitute a waiver only in the specific circumstances described in the waiver.

#### 15. LANDLORD'S LIEN AND SECURITY INTEREST

~~To secure the payment of all rental and other sums of money due and to become due hereunder and the faithful performance of this lease by Tenant, Tenant hereby grants to Landlord an express first and prior contractual lien upon and security interest in all property (including fixtures, equipment, chattels and merchandise) which may be placed on the Premises by Tenant and all proceeds thereof, including proceeds of any insurance which may accrue to Tenant by reason of destruction of or damage to any such property. Such property shall not be removed from the Premises without the written consent of Landlord until all arrearages in rent and other sums of money then due to Landlord hereunder shall first have been paid. All exemption laws are hereby waived in favor of said lien and security interest. This lien and security interest are given in addition to any Landlord's statutory lien and shall be cumulative thereto. Upon the occurrence of an event of default, this security interest may be foreclosed with or without court proceedings by public or private sale provided Landlord gives Tenant at least fifteen (15) days notice of the time and place of said sale, and Landlord shall have the right to become the purchaser, upon being the highest bidder at such sale. Contemporaneously with the execution of this lease (or thereafter if requested by Landlord), Tenant shall execute and deliver to Landlord uniform commercial code financing statements in sufficient form so that when properly filed, the security interest hereby granted shall be perfected. Upon request by Landlord, Tenant shall also execute and deliver to Landlord uniform commercial code financing statement change instruments in sufficient form to reflect any proper amendment or modification in or extension of the contractual lien and security interest hereby granted. A carbon, photographic or other reproduction of this Lease will suffice and may be filed as a financing statement. Landlord shall, in addition to all of its rights hereunder, also have all of the rights and remedies of a secured party under the uniform commercial code as adopted in the state in which the Premises are located.~~

#### 16. SECURITY DEPOSIT

As additional security for the faithful performance by Tenant of all of the terms and conditions upon Tenant's part to be performed, Tenant has deposited with Landlord a security deposit (the "Security Deposit") in the amount specified in the Basic Lease Information. Such amount shall be returned to Tenant, without interest, on the day herein set forth for the expiration of the Lease Term if Tenant has fully and faithfully carried out all of the terms, covenants and conditions on its part to be performed. Landlord shall not be required to keep the Security Deposit separate from its general funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or additional rent, or to satisfy any other covenant or obligation of Tenant hereunder, and Tenant shall pay to Landlord on demand a sum sufficient to restore the Security Deposit to its original amount, and upon the failure of Tenant to do so, Landlord may exercise any of the remedies available to it as provided in Article 14 hereof. If Landlord transfers its interest in the Premises, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit, and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to each successive landlord. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance. In the absence of evidence satisfactory to Landlord of an assignment of the right to receive the Security Deposit or the remaining balance thereof, Landlord may return the Security Deposit to the original Tenant, regardless of one or more assignments of this Lease by Tenant.



## 17. QUIET ENJOYMENT AND SUBORDINATION

## 17.1 COVENANT OF QUIET ENJOYMENT

Tenant, upon payment of the rents herein reserved and performance of the terms, conditions, covenants and agreements herein contained, may peaceably and quietly have, hold and enjoy the Premises during the full term of this Lease, including any extension thereof, without hindrance or interruption by Landlord or any other person or entity lawfully claiming an interest in the Premises by, through, or under Landlord, subject, however, to the terms and conditions hereof and subject and subordinate to any mortgage, ground lease, deed of trust or other liens, restrictions, encumbrances, easements and zoning now or at any time hereafter affecting the Premises

## 17.2 SUBORDINATION

This Lease is subject and subordinate to any mortgage, deed of trust or ground lease which now or may in the future affect the Premises or any interest of Landlord in the Shopping Center, and to all increases, renewals, modifications, consolidations, replacements, and extensions thereof. This Paragraph is self operative. No further instrument is required to effect the subordination of this Lease to any such mortgage, deed of trust or ground lease. In confirmation of the subordination, however, Tenant agrees to execute, acknowledge, and deliver promptly any certificate or instrument requested by Landlord that evidences the subordination. Tenant hereby irrevocably appoints Landlord its attorney-in-fact to execute, acknowledge and deliver any such certificate or instrument for Tenant. Tenant agrees that if the Premises are sold at foreclosure under any such mortgage or deed of trust or are transferred in lieu of foreclosure, or if the lessor repossesses the Premises under any such ground lease, Tenant will attorn to the purchaser, transferee or lessor (as the case may be, the "Applicable Successor") upon request. Tenant will recognize such Applicable Successor as the Landlord under this Lease if the Applicable Successor elects to keep this Lease in effect. Even if the Applicable Successor does elect to keep this Lease in effect, the Applicable Successor shall not be:

- (a) ~~liable under this Lease or otherwise for any act or omission of any prior landlord (including the original Landlord named above); or~~
- (b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord) with respect to the rent and other amounts payable under this Lease and the other obligations of Tenant hereunder; or
- (c) ~~bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or~~
- (d) liable for construction of or payment for tenant improvements to the Premises or any part thereof; or
- (e) bound by any amendment or modification of this Lease made without its consent; or
- (f) bound by any expansion option, right of first refusal or similar rights, or exclusive use rights provided to Tenant by this Lease or otherwise, to the extent the same is not consistent with the rights claimed by, through or under other tenants in the Shopping Center.

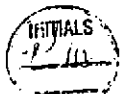
This Lease and all rights of Tenant are further subject and subordinate to all other existing title matters that affect the Premises or the Shopping Center, including all utility easements and agreements.

## 18. RIGHTS RESERVED BY LANDLORD

Landlord reserves the following rights, exercisable without notice and without liability to Tenant and without causing an eviction (constructive or actual) or giving rise to any claim for setoff or abatement of rent:

- (a) to change the Shopping Center's name or street address;
- (b) to install signs on the exterior and interior of the building in the Shopping Center;
- (c) to designate and approve, prior to installation, all types of window shades, blinds, drapes, awnings, window ventilators and other similar equipment, and to control all internal lighting that may be visible from the exterior of the Premises;
- (d) to enter upon the Premises at reasonable hours to inspect, clean or make repairs or alterations (without implying any obligation to do so) and to show the Premises to prospective lenders or purchasers or, during the last six (6) months of the Term, prospective tenants and, if the Premises are vacated, to prepare them for reoccupancy;
- (e) to retain and use in appropriate instances keys to all doors into and within the Premises (Tenant shall not change or add locks without the prior written consent of Landlord);
- (f) to decorate and to make repairs, alterations, additions or improvements (whether structural or otherwise) to and about the Shopping Center and, for such purposes, to enter upon the Premises and to change the arrangement and

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location of parking areas, entrances, driveways and other Common Areas, all without abatement of rent or impairing Tenant's obligations so long as the Premise are reasonably accessible and fit for the use expressly permitted in this Lease;

(g) to grant to anyone the exclusive right to conduct any business or render any service in or to the Shopping Center, provided such exclusive right does not exclude Tenant from the use expressly permitted in this Lease;

(h) to approve the weight, size and location of sales and other heavy equipment and articles in the Premises and to require that all such items and all furniture be moved into and out of the Premises at the times and in the manner directed by Landlord (movements of Tenant's property into or out of the Premises and within the Shopping Center are entirely at the risk and responsibility of Tenant); and

(i) to take any measures (without implying any obligation to do so) Landlord deems advisable for the security of the Shopping Center and its occupants.

#### 19. SURRENDER OF PREMISES AND HOLDING OVER

Upon the expiration of the terms hereof Tenant shall deliver all keys to the Premises to Landlord and shall surrender the Premises to Landlord in as good order and condition as at the commencement of the Lease Term except for ordinary wear and tear and damage by fire and other standard extended coverage perils. In the event Tenant continues to occupy the Premises after the expiration of the Lease Term, such occupancy shall be considered a tenancy from month-to-month at a monthly rental equal to twice the highest amount of Minimum Rent and additional rental due for any calendar month of the Lease Term and such tenancy shall be upon and subject to all of the other terms, provisions, covenants and agreements set forth herein, except that Tenant shall have no right to renew this lease or to extend or continue possession hereunder nor have any other option that may be hereby granted to Tenant. Upon the expiration or termination of this Lease, if Tenant is not then in default, Tenant may remove, at its expense, any trade fixtures and unattached personal property previously placed in the Premises by Tenant; but any damage to the Premises caused by such removal shall be repaired by Tenant at the time of the removal. All other installations (including air conditioning equipment, duct work, electric and water connections and electric lighting fixtures) and all repairs, improvements, replacements and alterations to the Premises made by Tenant shall, upon being installed, become the property of Landlord. However, Tenant shall promptly remove any alterations or improvements to the Premises made by it if requested to do so by Landlord, and shall repair any damage to the Premises resulting from such removal. Tenant shall continue to pay all rent until Tenant has made all alterations and corrections as are required herein by Tenant, and until the additions and improvements Tenant is entitled or required to remove have been removed, and until all repairs required to be made by Tenant have been made. If, after the occurrence of an event of default, or upon the expiration or termination of this Lease, Tenant moves out or is dispossessed and fails to remove any trade fixtures, signs or other personal property placed on the Premises by Tenant prior to such moving out or dispossession, then and in any such events the said fixtures, signs and property shall at Landlord's option be deemed abandoned by Tenant and become the property of Landlord, Landlord shall not be liable for trespass, conversion or negligence by reason of its acts or the acts of anyone claiming under it or by reason of the negligence of any other person with respect to the acquisition and/or disposition of such property, whether or not deemed to be abandoned by Tenant.

#### 20. DELAYS BEYOND LANDLORD'S CONTROL

Whenever a period of time is provided in this Lease or in any exhibit hereto for Landlord to do or perform any act or thing, Landlord shall not be liable or responsible for any delay due to acts of God, strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of Tenant or other tenants, or due to war or any other reason beyond Landlord's reasonable control. In the event of any such delay, time for performance shall be extended for a period equivalent to the period of such delay.

#### 21. SHORT FORM LEASE, ESTOPPEL CERTIFICATE AND FINANCIAL STATEMENTS

##### 21.1 SHORT FORM LEASE

Tenant shall not record this Lease or any memorandum referring to this Lease without Landlord's prior written consent, and such recordation shall, at Landlord's option, constitute a non-curable event of default of Tenant hereunder. Tenant and Landlord will, on request of Landlord, execute a short form of this Lease in form permitting its recording, which short form will contain the names of the parties, the legal description and term of this Lease.

##### 21.2 ESTOPPEL CERTIFICATE

Tenant shall, from time to time, within ten (10) days after receipt of written request by Landlord, deliver a statement in writing certifying:

(a) that this lease is unmodified and in full force and effect (or if modified that this Lease as so modified is in full force and effect);

(b) the Commencement Date of the Lease Term, the term of this Lease and the monthly Minimum Rent and additional rental, and the amount of any advance rental payments made or security deposits in the possession of Landlord;



(c) that Landlord is not in default under any provision of the lease (or if in default, the nature thereof in detail) and a statement as to any outstanding obligations on the part of Landlord or Tenant;

(d) that, if requested by Landlord or Landlord's mortgagee or assignee, Tenant will not pay rent for more than one (1) month in advance; and

(e) that no modification (except as described in such statement) or termination of this Lease executed or effected by Tenant shall be binding upon any mortgagee holding a mortgage or deed of trust covering the Shopping Center granted by Landlord without notice to and approval of such mortgagee.

Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance hereunder, and (iii) that not more than one month's rent has been paid in advance hereunder; and, at Landlord's option, Tenant's failure to deliver such statement within such time shall constitute a noncurable event of default by Tenant.

### 21.3 FINANCIAL STATEMENTS

~~Tenant will also furnish Landlord from time to time, within ten (10) days after receipt of a written request, current financial statements of Tenant and of any guarantor of Tenant's obligations hereunder, which are certified by Tenant or by an independent certified public accountant to have been prepared in accordance with generally accepted accounting principles or on some other basis acceptable to Landlord. And if requested by Landlord, Tenant will furnish Landlord before the tenth (10th) day of each calendar month a report certified by Tenant showing the gross sales generated in or from the Premises during the then preceding calendar month. Any such financial statements and sales reports provided by Tenant may be relied upon by any prospective purchaser or mortgagee of the Land or any interest therein.~~

### 22. LANDLORD'S LIABILITY

Landlord shall not be personally liable to Tenant for the breach by Landlord of any covenant, representation or warranty made by Landlord in connection with this Lease; and Tenant agrees that any judgment for damages rendered in favor of Tenant for any such breach by Landlord shall be satisfied only by levy of execution upon Landlord's interest in the Shopping Center and that Tenant will not seek to hold Landlord personally liable for such breach or to levy execution upon any other property or assets of Landlord to satisfy such judgment.

### 23. OVERHEAD AND ADMINISTRATIVE EXPENSES

In determining any costs that Landlord pays or incurs to make any repairs required of Tenant or to perform any other obligation of Tenant, which Tenant fails to make or perform, Landlord shall be entitled to add fifteen percent (15%) to its direct costs to cover its overhead and administrative expenses. Further, a fifteen percent (15%) overhead and administrative charge will be added to any costs paid or incurred by Landlord to provide Tenant with special services or facilities that are not required, by the terms of this Lease, to be provided at Landlord's expense. Thus, for example, if Landlord incurs any cost to make repairs required of Tenant pursuant to Paragraph 4.2, Landlord shall be entitled to charge Tenant such costs plus fifteen percent (15%) to cover Landlord's overhead and administrative expenses.

### 24. RELOCATION

Landlord shall have the right at any time, following thirty (30) days notice to Tenant (the "Relocation Notice"), to relocate Tenant to other space in the Shopping Center (the "Substitute Premises") provided such other space is equal in size to or larger in size than the Premises. Landlord shall pay all reasonable out-of-pocket expenses of any such relocation, including the expenses of moving and construction of improvements substantially similar to the leasehold improvements in the Premises which were constructed by Landlord or installed with the written consent of Landlord prior to the date of the Relocation Notice. Landlord shall have the right to use all or any of the leasehold improvements in the Premises in connection with the construction of the improvements in the Substitute Premises. In the event of such relocation, this Lease shall continue in full force and effect without any change in the terms or other conditions, except that the Substitute Premises shall be the Premises and an Exhibit A showing the Substitute Premises shall be substituted for the Exhibit A attached hereto. If requested by Landlord, Tenant shall execute an amendment to this Lease evidencing the foregoing.

### 25. MISCELLANEOUS

#### 25.1 GOVERNING LAW

THIS LEASE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE PREMISES ARE LOCATED AND APPLICABLE FEDERAL LAW. VENUE FOR ANY ACTION UNDER THIS LEASE SHALL BE THE COUNTY IN WHICH RENTALS ARE DUE PURSUANT TO THIS LEASE.

#### 25.2 NOTICES

Any notice or document required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered, whether actually received or not, upon first attempted delivery when postmarked by the U.S. Postal Service





prepaid, registered or certified mail, return receipt requested, or sent by courier or Express Mail, where evidence of delivery is retained, addressed to the parties at the respective mailing addresses set out in the Basic Lease Information, or at such other address as they have at least ten (10) days theretofore specified by written notice delivered in accordance herein.

### ~~25.3~~ ~~MERCHANTS' ASSOCIATION AND CENTER PROMOTIONS~~

~~If Landlord so requests, Tenant will become and remain a member in good standing of any merchants' association which may be organized with regard to the Shopping Center and shall abide by any rules or regulations promulgated by such association. Tenant agrees to participate in and to pay its share of the cost of promotions for the mutual benefit of all tenants in the Shopping Center, including cooperative advertising employed in connection with such promotions. The cost of such promotions shall be allocated to the tenants in the Shopping Center on the basis of the floor area rented by the tenants.~~

### 25.4 SUCCESSORS AND ASSIGNS

The conditions, covenants and agreements contained in this Lease shall be binding upon and, subject to the restrictions herein concerning assignment and subletting, inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

### 25.5 JOINT AND SEVERAL LIABILITY

If Tenant is more than one (1) person or entity, all such persons or entities shall be jointly and severally liable hereunder for the obligations of Tenant.

### 25.6 TIME IS OF THE ESSENCE

Subject to Article 20 above, time is of the essence with respect to the performance of every provision of this Lease in which time of performance is specified.

### 25.7 SEVERABILITY

A determination that any term or provision of this Lease, or the application thereof to any person or circumstance, is invalid or unenforceable, will not affect the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable. Each term and provision of this Lease will be valid and enforced to the fullest extent permitted by law.

### ~~25.8~~ ~~BROKERAGE FEES~~

~~Tenant warrants and represents that Landlord will not be responsible for and Tenant shall indemnify, defend and hold Landlord harmless against any brokerage or leasing commission or finder's fee claimed by any party in connection with this Lease, except any such claim made pursuant to a separate written agreement executed by Landlord and the party making such claim.~~

### 25.9 PARAGRAPH HEADINGS

The paragraph headings contained in this Lease are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several provisions.

### 25.10 NO MERGER

There shall be no merger of this Lease or of Tenant's leasehold estate with the fee estate in the Premises by reason of the fact that the same person may acquire or hold, directly or indirectly, both all or any interest in this Lease or the leasehold estate and all or any interest in the fee estate.

### 25.11 CONSTRUCTION OF LEASE PROVISIONS

Tenant acknowledges that it has read and negotiated this Lease in its entirety and is familiar with and understands all its terms and provisions. Accordingly, Tenant agrees that if a dispute arises, this Lease will not be construed in favor of either party, nor shall the authorship of this Lease be a factor in any such construction.

### 25.12 REPRESENTATIONS, WARRANTIES AND COVENANTS OF TENANT

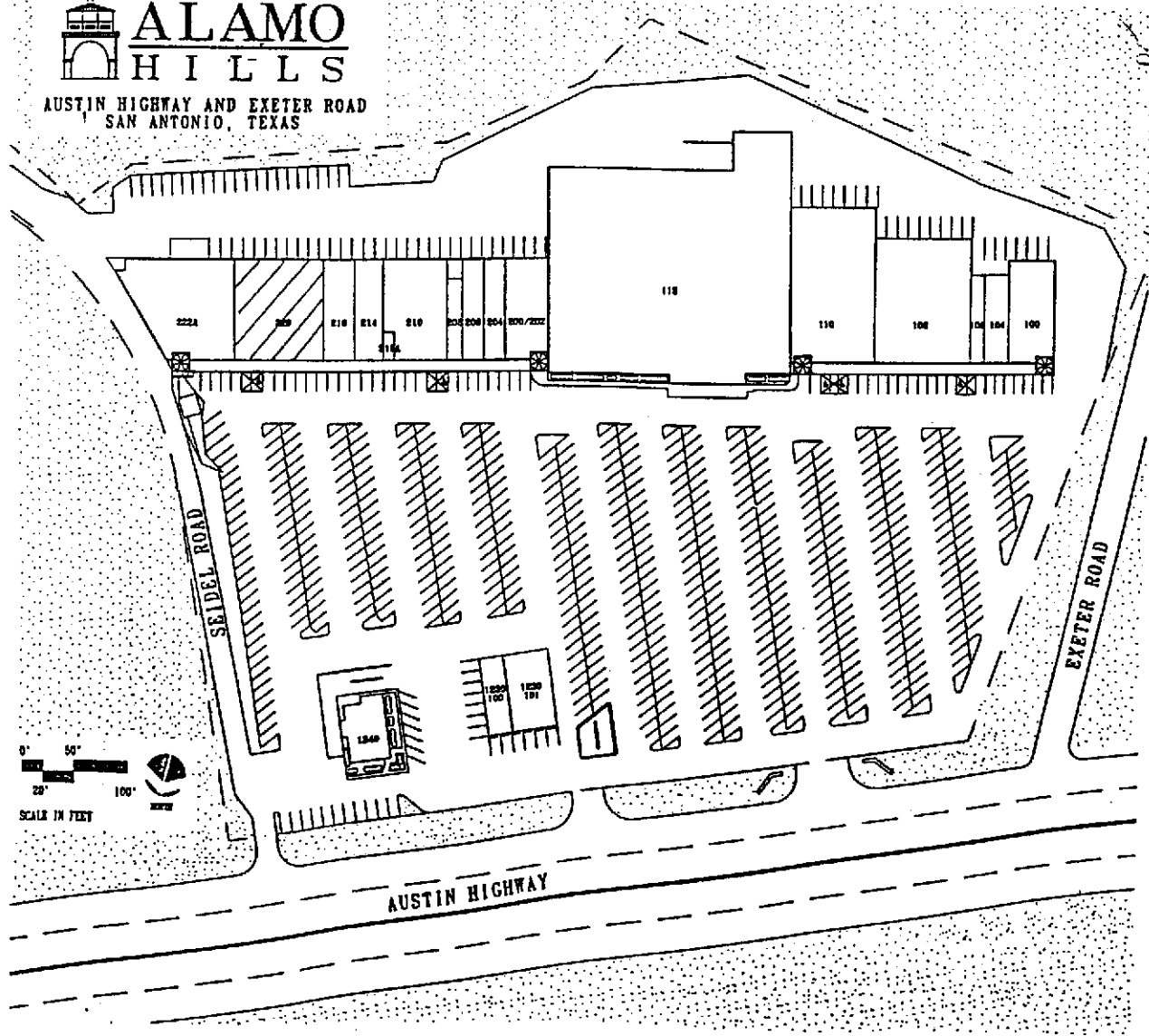
Tenant represents, warrants and covenants that it is now in a solvent condition; that no bankruptcy, or insolvency proceedings are pending or contemplated by or against Tenant or any guarantor of Tenant's obligations under this Lease; that all reports, statements and other data furnished by Tenant to Landlord in connection with this Lease are true and correct in all material respects; that the execution and delivery of this Lease by Tenant does not contravene, result in a breach of, or constitute a default under any contract or agreement to which Tenant is a party or by which Tenant may be bound and does not violate or contravene any law, order, decree, rule or regulation to which Tenant is subject; and that there are no judicial or administrative actions, suits, or proceedings pending or threatened against or affecting Tenant or any guarantor of Tenant's obligations under this Lease. If Tenant is a corporation or partnership, each of the persons executing this Lease on behalf of

CONTINGENCIES

EXHIBIT "A"

# ALAMO HILLS

AUSTIN HIGHWAY AND EXETER ROAD  
SAN ANTONIO, TEXAS



514

4/5  
1/11

Managed and Leased By:

**INSIGNIA**  
COMMERCIAL GROUP, INC.  
MANAGEMENT, LEASING, MAINTENANCE • 712/790-8264

## EXHIBIT "A - 1"

## LEGAL DESCRIPTION OF THE SHOPPING CENTER

9.926 acres (432,388.892 square feet) of land, more or less, situated within the corporate limits of the CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS being out of a 21.885 acre tract of land in NEW CITY BLOCK 8694, the said 21.885 acre tract of land comprised of five (5) tracts of land out of the GONIFACIO RODRIGUEZ SURVEY NO. 131 as recorded in Volume 1705, Page 491, Volume 1719, Page 397, Volume 1957, Page 193, Volume 2037, Page 614 and Volume 2103, Page 220 of the Deed Records of Bexar County, Texas, the said 9.926 acre tract of land being more particularly described by metes and bounds as follows:

ORIGINATING at the point of the intersection of the Easterly ROW line of Exeter Street and the Southerly ROW line of U.S. Highway NO. 81 (Austin Highway), same point being the Northwesterly corner of a 3.225 acre tract of land known as BLAKELY PLACE NO. 3, N.C.B. 8709 as recorded in Volume 3850, Page 240 of the Bexar County Plat Records and proceeding along the following course:

N 61 deg. 56' 50" E 522.26 feet along the aforementioned Southerly ROW line of U.S. Highway No. 81 to the most Northwesterly corner and POINT OF BEGINNING of the herein described tract of land:

THENCE, N 61 deg. 56' 50" E 517.29 feet continuing along the said Southerly ROW line of U.S. Highway NO. 81 to a point of curvature;

THENCE, 39.25 feet along a curve to the right, said curve having a central angle of 89 deg. 56' 53" and a radius of 25.00 feet to a point of tangency;

THENCE, S 28 deg. 06' 17" E 230.11 feet to a point of curvature;

THENCE, 302.50 feet along a curve to the left, said curve having a central angle of 31 deg. 30' 44" and a radius of 550.00 feet to a point;

THENCE, S 30 deg. 22' 58" W 62.75 feet to a point;

THENCE, S 61 deg. 56' 50" W 400.00 feet to a point;

THENCE, S 00 deg. 02' 20" W 119.39 feet to a point for the most Southeasterly corner of the herein tract of land;

THENCE, S 89 deg. 41' 40" W 528.00 feet to a point for the most Southwesterly corner of the herein described tract of land, same point also being the Southeasterly corner of the said 3.225 acre tract of land known as BLAKELY PLACE NO. 3;

THENCE, N 00 deg. 02' 20" E 279.91 feet to a point;

THENCE, due E 68.00 feet to a point;

THENCE, N 61 deg. 59' 14" E 145.00 feet to a point;

THENCE, N 27 deg. 27' 26" W 120.00 feet to a point;

THENCE, 61 deg. 56' 50" E 14.00 feet to a point;

THENCE, N 27 deg. 27' 26" W 100.00 feet to the POINT OF BEGINNING and POINT OF CLOSURE, containing 432,388.892 square feet (9.926 acres) of land.

22.00 ACRE TRACT OF LAND, MORE OR LESS, OUT OF N.C.B. 8694 CONSISTING OF TRACT "B", TRACTS 16 AND 17, (LOT 18, N.C.B. 8694, R & K KLINE SUBDIVISION, PLAT 5140/47) AND (LOT 22, N.C.B. 8694, M & D SUBDIVISION, PLAT 6200/22 INCLUSIVE).



Tenant represents and warrants that Tenant is duly organized and existing, is qualified to do business in the state in which the Premises are located, has full right and authority to enter in this Lease, that the persons signing on behalf of Tenant are authorized to do so by appropriate corporate or partnership action and that the terms, conditions and covenants in this Lease are enforceable against Tenant. If Tenant is a corporation, Tenant will deliver certified resolutions to Landlord, upon request, evidencing that the execution and delivery of this Lease has been duly authorized and properly executed, and will deliver such other evidence of existence, authority and good standing as Landlord shall require.

25.13 CONFIDENTIALITY

Tenant shall not, without Owner's prior written consent, disclose any of the terms of this Lease or of any future modification of this Lease or of any waiver by Landlord of Tenant's obligations under this Lease to any other tenant or prospective tenant or other third party, provided that this provision shall not preclude disclosures to Tenant's attorneys or accountants as reasonably required to permit Tenant to enforce this Lease or to prepare tax returns or other reports required by law. Landlord hereby authorizes Tenant to disclose information to clients or agencies who require such information.

25.14 SUBMISSION OF LEASE

THE SUBMISSION OF THIS LEASE FOR EXAMINATION DOES NOT CONSTITUTE AN OFFER TO LEASE, AND THIS LEASE BECOMES EFFECTIVE ONLY UPON EXECUTION HEREOF BY TENANT AND BY A REPRESENTATIVE OF LANDLORD AUTHORIZED TO EXECUTE THE LEASE.

25.15 ENTIRE AGREEMENT; AMENDMENTS

This Lease and the Addenda which are part of this Lease supersede any prior agreements between the parties concerning the Premises, and no oral statements, representations or prior written matter relating to the subject matter hereof, but not contained in this Lease, shall have any force or effect. Nothing contained in this Lease, including the site plan on Exhibit A, shall give rise to duties or covenants on the part of the Landlord, express or implied, other than the express duties and covenants set forth herein. ANY REPRESENTATION OF LANDLORD'S AGENTS OR ANY THIRD PARTY LEASING BROKER OR LEASING AGENT WHICH IS NOT INCORPORATED IN THIS LEASE SHALL NOT BE BINDING UPON LANDLORD AND SHOULD BE CONSIDERED AS UNAUTHORIZED. Nothing herein contained shall be construed to create any partnership or joint venture between the parties, it being intended that the only relationship between the parties created by this Lease is a landlord/tenant relationship. This Lease shall not be amended or added to in any way except by written instruments executed by both parties or their respective successors in interest.

IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto as of the day and year first written above.

LANDLORD:

ABERFELDY LIMITED PARTNERSHIP  
By Texas Kitchens, Inc. its General Partner

By:

Richard W. Colbarr  
Name: Richard W. Colbarr  
Title: President

TENANT:

Southwest Winners, Inc.

By:

James Kelly Neal, Jr.  
Name: James Kelly Neal, Jr.  
Title: President

By:

William Wesley Roberts  
Name: William Wesley Roberts  
Title: Vice President

Joyce M. Hoge  
Southwest Winners Inc. Chairman of the Board



To

Lease Agreement by and between Aberfeldy Limited Partnership, as Landlord and  
Southwest Winners, Inc., as Tenant

For

ALAMO HILLS PLAZA SHOPPING CENTER

SUITE 220

LANDLORD WORK LETTER AGREEMENT

**ACCEPTANCE OF PREMISES:** Tenant acknowledges and agrees that it has fully inspected the Premises and accepts the Premises, and Improvements situated thereon, "As Is", and that the Premises are suitable for the purposes for which the same are leased in their present condition.

**NO WARRANTIES, EXPRESSED OR IMPLIED, ARE MADE REGARDING THE CONDITION OR SUITABILITY OF THE PREMISES AT THE COMMENCEMENT OF THIS LEASE.**

1. Subject to the conditions hereinafter set forth, and so long as Tenant is not in default under the lease, Landlord hereby agrees to provide Tenant an allowance ("Tenant Allowance") of 10.00 per square foot for a total amount not to exceed \$66,650.00 to be applied against the costs and expenses incurred in connection with the completion of leasehold improvements to the Premises ("Tenant's Work") in accordance with the plans and specifications prepared by Landlord's architect or as outlined in item No. 9 and in accordance with the attached Construction Rules and Regulations. The costs and expenses of Tenant's Work shall include, without limitation, all labor and materials costs, all design, engineering, architectural and construction supervision costs, all costs to comply with all applicable government codes and ordinances, all permit and inspection fees that may be incurred in connection with the completion of Tenant's Work, lien-free and in a good and workmanlike manner.

2. Tenant agrees to (i) promptly provide in writing all information required by Landlord, Landlord's agent or Landlord's architect for the preparation of final plans and specifications covering all Tenant's Work, (ii) not unreasonably withhold or delay approval of said plans and specifications, any working drawings incident thereto, and or Landlord's estimate of the costs for the completion of Tenant's Work, and (iii) cooperate fully with Landlord, Landlord's agent and Landlord's architect in providing such information, approvals or other actions as may be reasonably required to achieve substantial completion of Tenant's Work by the Commencement Date set forth in the Lease. Both the Landlord and the Tenant must approve in writing all plans and specifications for Tenant's Work. The plans and specifications must comply with all applicable government codes and ordinances.

3. Tenant shall not at any time change or alter the Premises or any of Tenant's Work without the prior written approval of Landlord. In the event Landlord approves any such change or alteration, Tenant shall, upon completion of such work, furnish Landlord with an accurate "as-built" plan of all changes made to Tenant's Work.

4. Prior to the commencement of construction of Tenant's Work, Landlord and Tenant must approve the pricing and General Contractor for Tenant's Work in writing. The pricing will include breakdown of costs for those items required as per the plans and specifications. Pricing shall be based on the most qualified of the bids obtained by Landlord from a minimum of three (3) General Contractors as designated by Landlord.

5. In the event Tenant's work is outside the scope of the construction documents, then the Tenant shall remit to Landlord prior to commencement of construction an amount equal to one-half (1/2) of such projected costs over Tenant Allowance. Prior to occupancy, tenant shall then deliver to Landlord the remaining amount. All sums due Landlord shall be considered Rent under the terms of the Lease and nonpayment shall constitute a default under the lease and entitle Landlord to any and all remedies specified in the Lease. 517

6. Tenant hereby agrees to pay Landlord a "Construction Management Fee" equal to five percent (5%) of the construction costs to be paid out of the Tenant Allowance subject to the limits provided herein.

7. Landlord will perform the work in a good and workmanlike manner and will assign to Tenant any and all warranties Landlord receives from manufacturers and suppliers for equipment. All design, construction and installation work, whether performed by Landlord or, with Landlord's prior consent, by Tenant shall be

INITIALS  
1/11

performed in a good and workmanlike manner and will conform to the requirements of applicable building, plumbing and electrical codes and the requirements of any authority having jurisdiction over or with respect to such work. Landlord makes no express or implied warranties in connection with the work to be performed by Landlord on the Premises, except as expressly stated in this paragraph.

8. No contractors and/or subcontractors shall be engaged by Tenant for any work at anytime related to the Premises without Landlord's prior written approval. Landlord may require the delivery of 100% payment and performance bonds, or a written waiver of all lien rights prior to the commencement of any such work as a condition of such approval. In the event Landlord approves the performance of any work on the Premises by contractors or subcontractors hired by Tenant, such contractors and subcontractors shall be supervised by Landlord, coordinate their efforts to insure timely completion of all work, and shall comply with all standards and regulations established by Landlord. Tenant hereby agrees to indemnify, and cause any of its independent contractors which it engages directly to indemnify, the Landlord and Landlord's agent and hold Landlord and Landlord's agent harmless from all claims for personal injury and property damage that may arise from said contractors' operations. Landlord is not responsible for the function and maintenance of Tenant's Work which are not installed by Landlord. Tenant, its contractors or other agents must secure and maintain insurance with such insurance carriers as are approved by Landlord and in form, type and amount acceptable to Landlord, including but not limited to Comprehensive General Liability Insurance, including products and completed operations and contractual liability insurance naming Landlord, Landlord's agent as additional insured, and Workmen's Compensation Insurance in statutory form and amount covering the operation of contractor and subcontractors.

9. In Lieu of Architectural Plans and Specifications, Landlord agrees to provide the following:

Landlord's representative for coordination  
of construction will be:

NAME: Mary Schlossman

ADDRESS: 2626 Cole Avenue, Suite 300

Dallas, Texas 75204

PHONE: 214/880-7575

FAX: 214/871-1460

Tenant's representative for coordination  
of construction will be:

NAME: Southwest Winners, Inc.

ADDRESS: 1248 Austin Highway

San Antonio, Texas 78209

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_



**EXHIBIT "D"****SIGN CRITERIA**

Tenant hereby acknowledges and agrees to adhere to the sign criteria noted below. Tenant further agrees to submit plans for all signage to Landlord for approval prior to installation. All signage shall be subject to Landlord approval.

**X CHANNEL LETTER SIGNAGE**

Individual letters mounted directly to wall or on raceway.

**Materials of Sign Letters:**

- A. Letters to be made of minimum .040 aluminum or 20ga paintlock sheetmetal backs and returns with a painted finish of PPG Ditzler Delstar enamel. Insides of letters to be painted red. Letters to be primed with an automotive grade primer prior to painting.
- B. Faces to be 3/16" Rohm and Haas plexyglas with 1" plastic Jewelite trimcap.

**Type of Illumination:**

- A. Letters to be internally illuminated with Voltarc 13mm or 15mm neon tubing and 30 M.A. France transformers.
- B. Letter sizes over 18" must have minimum of double tube neon.
- C. Not to exceed 24".

**INDIVIDUAL SILHOUETTE LETTERS**

Letters to be reverse channel with neon lighting for halo effect.

**Materials of Sign Letters:**

- A. Letters to be made of minimum .040 aluminum of 20ga paintlock sheetmetal backs and returns with a painted finish of PPG Ditzler Delstar enamel. Insides of letters to be painted white. Letters to be primed with an auto-motive grade primer prior to painting. Inside seam of letters to be caulked with silicone based 30 year material prior to painting.

**Type of Illumination:**

- A. Letters to backlit illuminated with Voltarc 13 mm or 15mm neon tubing and 30 M.A. France transformers. Letters to be mounted 1-1/2" from wall on aluminum clips.
- B. Letter sizes over 18" must have minimum of double tube neon.
- C. Not to exceed 24".

TENANT: Southwest Winners, Inc.

By: \_\_\_\_\_



**Exhibit "E"****Expansion Option**

Tenant shall have thirty (30) days from the date of written notification by Landlord of space adjoining the Premises (see exhibit E-1) that becomes available to exercise Tenant's right to expand. Should Landlord receive no written notification by the end of this period, Tenant's expansion right shall be deemed to have lapsed. The actual square footage, layout, rental rate, leasehold improvements, if any, and terms and conditions on any expansion space shall be subject to Landlord's approval. Should a bonafide third party offer for expansion space be presented to Landlord during the above thirty (30) day notification period, tenant shall have five (5) business days to notify Landlord in writing of its desire to lease the expansion space or Tenant's expansion right shall be deemed to have lapsed.





# ALAMO HILLS

AUSTIN HIGHWAY AND EXETER ROAD  
SAN ANTONIO, TEXAS

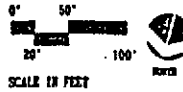
Approximately  
4,328 square feet

521

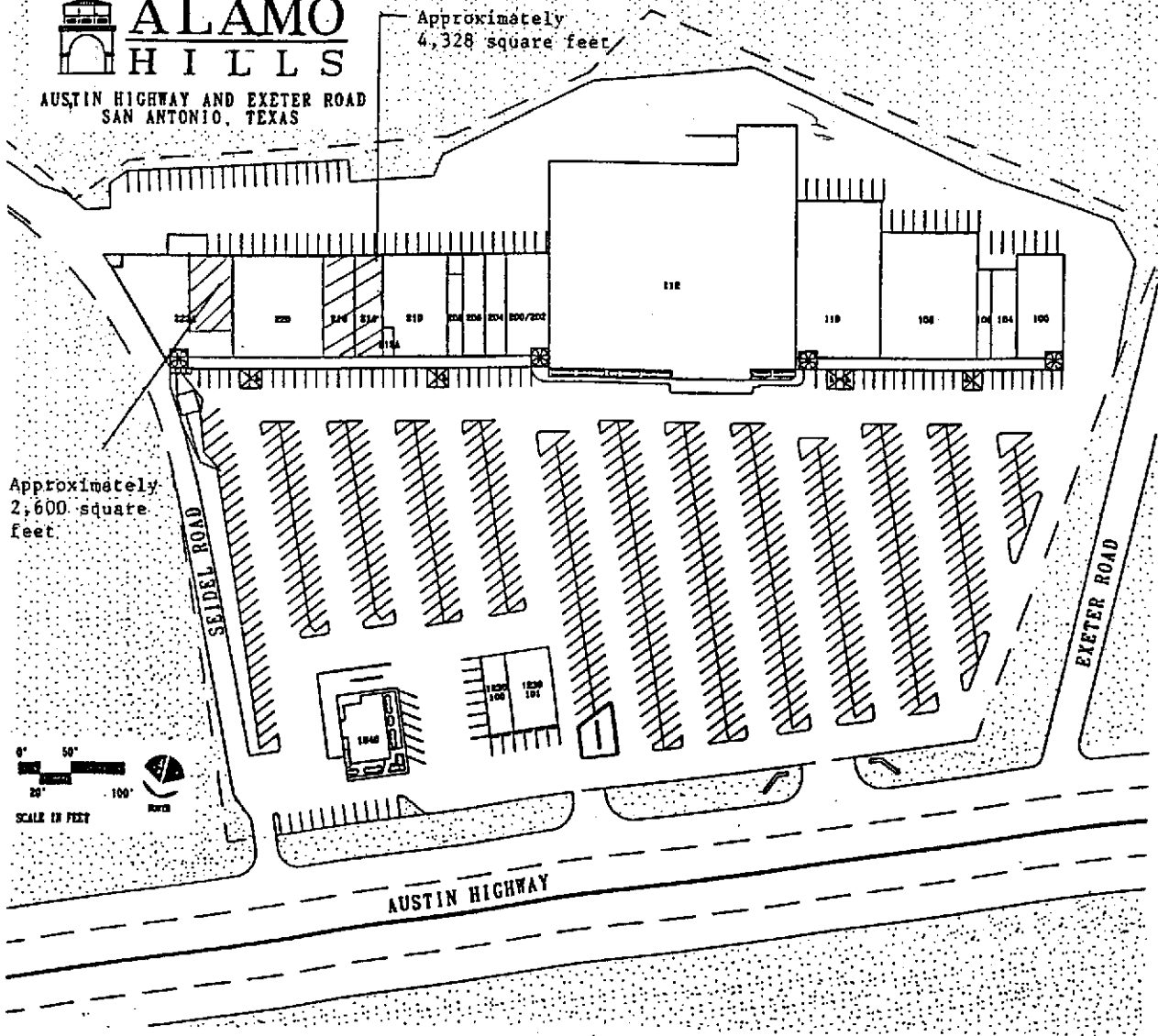


EXHIBIT "E-1"

Approximately  
2,600 square  
feet



SCALE IN FEET



Managed and Leased By:

**INSIGNIA**  
COMMERCIAL GROUP, INC.

MANAGEMENT, LEASING, BROKERAGE • 713/760-8284

## EXHIBIT F

## TOXIC WASTE

## INDEMNIFICATION AGREEMENT

1. During the entire term of the Lease (including any period of time Tenant occupies any part of the Premises prior to the commencement date of the term of the Lease) and including any extensions or renewals thereof, Tenant shall fully and strictly comply with all federal, state and local laws, ordinances, rules and regulations now or at any time hereafter in effect which regulate, relate to or impose liability or standards of conduct concerning any Hazardous Substances (as such term is hereafter defined), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Texas Environmental Protection Act and Texas Responsible Property Transfer Act (collectively, the Environmental Laws"), and which directly or indirectly affect Tenant's business and Tenant's use of the Premises and Tenant shall not permit the Premises to be used to store or otherwise handle Hazardous Substances except where stored in sealed containers and in quantities normally associated with Tenant's business conducted on the Premises or for office maintenance and cleaning and, in those instances, the Hazardous Substances shall be handled or stored in compliance with all Environmental Laws. Tenant acknowledges that its compliance shall include, by way of illustration and not by way of limitation, the completion and timely filing of all reports and statements required pursuant to any Environmental Laws and the payment of all charges, fees and costs that may be assessed or imposed from time to time in connection therewith; and the timely disclosure to Landlord upon request of any information requested by Landlord when and as required pursuant to the Texas Responsible Property Transfer Act, as the same may be amended or replaced from time to time in order to permit Landlord or others to make full and complete disclosures or filings as required.

2. Landlord at any time, and from time to time, during the entire term of the Lease, including any extensions or renewals thereof, may at its option (but without any obligation to Tenant to do so) cause any environmental tests, inspections or evaluations of the Premises or the land which Landlord may deem reasonable or necessary in connection with Tenant's business and Tenant's use of the Premises. The selection of the person, firm or entity retained to complete such tests, inspections or evaluations shall be within the sole discretion of Landlord; however, all costs and expenses in connection therewith shall be charged to and paid for by Tenant promptly upon receipt of any statements therefor. In connection therewith, Tenant shall permit Landlord and its environmental consultants or inspectors to have access to the Premises at all reasonable times and Tenant agrees to make available to Landlord or any such environmental consultant or inspector any information reasonably requested regarding the nature of any Hazardous Substances used, stored or present at the Premises in connection with Tenant's business and use of the Premises.

3. If any environmental test, inspection or evaluation completed in connection with Tenant's business or Tenant's use of the Premises discloses a disposal, release, threatened release or the presence of Hazardous Substances on, over, under, from or affecting the Premises or the land in violation of any Environmental Laws which may have been caused or permitted by, attributed or related to or otherwise arising out of the use or occupancy of the Premises by Tenant or by anyone acting by, through or under Tenant, including without limitation, any of Tenant's agents, employees, invitees, licensees, subtenants or assignees that requires cleanup or any other remedial action, Tenant shall, at Tenant's sole cost and expense, immediately cause such cleanup or any such remedial action to be completed to the extent necessary to return the property to its prior state and in accordance with and to the extent required by all applicable Environmental Laws and any orders and directives of any federal, state or local government authorities charged with responsibility or to cause such cleanup or remedial action to be conducted, and Tenant shall, immediately upon demand by lessor, pay to Landlord all costs and expenses paid or incurred by Tenant as a result thereof.

4. Should a release of any Hazardous Substances onto or from the Premises or land occur as a result of any intentional or unintentional act or omission on the part of Tenant or any

other person, Tenant shall immediately notify lessor thereof and if such release is due to any act or omission of Tenant or of any of Tenant's employees, agents, invitees, licensees, subtenants or assignees, as soon as possible thereafter Tenant shall conduct and complete or cause to be conducted or completed any and all remedial work reasonably required to clean and remove all such Hazardous Substances in accordance with and to the extent required by all applicable Environmental Laws and any orders or directives of any federal, state or local governmental authorities charged with responsibility or authority pursuant to such Environmental Laws.

5. To hold Landlord, its officers, directors, agents and employees harmless from and indemnified against all claims, penalties, fines, liabilities, settlements, damages and costs (including, but not limited to, reasonable attorneys' and other consultants' fees, investigation or laboratory fees, court costs and litigation expenses) arising out of, or as a result of (a) the presence, disposal, release or threatened release of any Hazardous Substances, on, over, under, from or affecting the Premises by Tenant or by anyone acting by, through or under Tenant, including without limitation, any of Tenant's employees, agents, invitees, licensees, subtenants or assignees; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to any such presence, disposal, release or threatened release of any Hazardous Substances; (c) any violation of or failure to comply with any Environmental Laws or any orders, requirements or demands of any governmental authorities which are based upon or in any way related to such presence, disposal, release or threatened release of any Hazardous Substances; or (d) Tenant's failure to comply with any of the requirements of this Rider.

6. For purposes of this Rider, the term "Hazardous Substances" shall mean and include (a) any asbestos, PCBs or dioxins; (b) any petroleum products; (c) any waste, substances, material pollutant or contaminant defined as hazardous or toxic in (or for purposes of) the Comprehensive Environmental Response, Compensation of Liability Act or the Resource Conservation and Recovery Act as the same may heretofore or hereafter be amended; and (d) any waste, substance, material, pollutant or contaminant either (i) defined as hazardous or toxic in (or for purposes of) or (ii) the presence, disposal, release or threatened release of which on, onto or from any Premises (including the Premises or the land) is governed by any other applicable Environmental Laws.

7. No part of the above and foregoing agreements to be kept and performed by Tenant are intended to be a substitute for, or a limitation upon, each and every other agreement contained in the Lease to be kept and performed by Tenant, including but not limited to, the agreements of Tenant contained in (here insert any applicable references to compliance with laws and Landlord's right of entry) of the Lease.

## EXHIBIT "H"

## RENEWAL OPTION

1. Provided the Tenant is not in default under the terms and conditions of this Lease as set forth above upon expiration of the term or any subsequent option period of this Lease, and provided that Tenant notifies Landlord in writing within ninety (90) days prior to the date of the expiration of the primary term of this Lease or any subsequent option period of its intent to exercise and agree to the renewal terms specified below, Landlord grants to Tenant a total of one (1) option(s) to extend the term of this Lease for a period of three (3) years for each option upon the same covenants and conditions as herein provided, except as provided in Paragraph 2 below.
  
2. The minimum guaranteed rental for each option period granted shall be an amount which is mutually agreeable to both Landlord and Tenant based on **ninety percent (90%)** of the rate then in effect for equivalent properties of equivalent size in equivalent areas; however, in no case shall the agreed upon rental for the first lease year of the option period be less than an amount which equals the minimum guaranteed rental payable for the last lease year of the primary term or preceding option period, and furthermore, after the first lease year of the option, the rental rate shall be increased each lease year of the option period to no less than the rental rate for the previous option lease year. Landlord and Tenant shall agree upon the minimum guaranteed rentals for such option period within sixty (60) days after Tenant's notification to exercise such option period. If Landlord and Tenant have not agreed to such new minimum guaranteed rentals within such time period, or if Tenant fails to give timely notice to exercise such option as specified herein, this renewal option shall be rendered null and void, and the attached Lease Agreement shall terminate as of the end of such primary lease term or current option period.



Texas Education Agency Review  
Of  
Applications for Approval of Open-Enrollment Charter Schools

Name of Proposed Charter School:  
Southwest Preparatory School

Checklist of requirements:

p 27 - not original signature

- Four copies of application  Four original signatures on Assurances
- Evidence of parental/community support
- Evidence of facility agreement  IRS application

Programmatic Review:

Ex. Summary - 2<sup>nd</sup> pg - students @ 4.17 credits "will" vs. may be enrolled in GEO?  
p 5 - SW's board must comply @ 551.4552 also

2/5/98

Reviewer/date

Legal Review:

Board member from Hope Presbyterian Church  
Least missing essential terms

2/5/98  
Reviewer/date

Financial Review:

Junction 11 (Construction) appears to be too low. General Administration (Junction 41) appears to be too low.

NTR 2/5/98

Reviewer/date

525

12

19

9

18

7

**CONTRACT FOR CHARTER**

This contract is executed the 15<sup>th</sup> day of May 1998 between the Texas State Board of Education (the "Board") and Southwest Preparatory School ("Charterholder") for an open-enrollment charter to operate a Texas public school.

<b>General</b>
----------------

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

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

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

<b>Students</b>
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8. Open Enrollment. Admission and enrollment of students shall be open to any person who resides within the geographic boundaries stated in the charter and who is eligible for admission based on lawful criteria identified in the charter. Total enrollment shall not exceed 250 students. The charter school's admission policy shall prohibit discrimination on the basis of sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the student would otherwise attend. Students who reside outside the geographic boundaries stated in the charter shall not be admitted to the charter school until all eligible applicants who reside within the boundaries have been enrolled.
9. Public Education Grant Students. Charterholder shall adopt an express policy providing for the admission of, and shall admit under such policy, students eligible for a public education grant under Subchapter G, Chapter 29, TEC.
10. Non-discrimination. The educational program of the charter school shall be nonsectarian, and shall not discriminate against any student or employee on the basis of race, creed, sex, national origin, religion, disability or need for special education services.
11. Children with Disabilities. The charter school is a "local educational agency" as defined by federal law. Charterholder must comply with the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §1401, et seq., and implementing regulations; Section 504 of the Rehabilitation Act of 1973 ("Section 504"), 29 U.S.C. §794, and implementing regulations; Title II of the Americans with Disabilities Act, 42 U.S.C. §12131-12165, and implementing regulations; Chapter 29, TEC, and implementing rules; and the many court cases applying these laws. For example:
  - (a) Child Find. Charterholder must adopt and implement policies and practices that affirmatively seek out, identify, locate, and evaluate children with disabilities enrolled in the charter school or contacting the charter school regarding enrollment, and must develop and implement a practical

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

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

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

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



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

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

<b>Financial Management</b>
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17. Fiscal Year. Charterholder shall adopt a fiscal year beginning September 1 and ending August 31.
18. Financial Accounting. Charterholder shall comply fully with generally accepted accounting principles ("GAAP") and the Financial Accountability System Resource Guide, Bulletin 679 or its successor ("Bulletin 679") published by the agency in the management and operation of the charter school.
19. Annual Audit. Charterholder shall at its own expense have the financial and programmatic operations of the charter school audited annually by a certified public accountant holding a permit from the Texas State Board of Public Accountancy. Charterholder shall file a copy of the annual audit report, approved by Charterholder, with the agency not later than the 120<sup>th</sup> day after the end of the fiscal year for which the audit was made. The audit must comply with Generally Accepted Auditing Standards and must include an audit of the accuracy of the fiscal information provided by the charter school through PEIMS. Financial statements in the audit must comply with Government Auditing Standards and the Office of Management and Budget Circular 133.
20. Attendance Accounting. To the extent required by the commissioner, Charterholder shall comply with the "Student Attendance Accounting Handbook" published by the Agency; provided, however, that

Charterholder shall report attendance data to the agency at six-week intervals or as directed by the agency.

21. Foundation School Program. Funds distributed to the charter school under Section 12.106, TEC shall be calculated and distributed by the agency at six-week intervals. Distribution of funds to the charter school is contingent upon charterholder's compliance with the terms of the charter. Charterholder is ineligible to receive Foundation School Program funds prior to September 1, 1998. 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.
22. 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.
23. Assets of Charter. Charterholder shall not apply, hold, credit, transfer or otherwise make use of funds, assets or resources of the charter school for any purpose other than operation of the charter school described in the charter.
24. Indebtedness of Charter. Charterholder shall not incur a debt, secure an obligation, extend credit, or otherwise make use of the credit or assets of the charter school for any purpose other than operation of the charter school described in the charter.
25. Interested Transactions. All financial transactions between the charter school and (a) Charterholder; (b) an officer, director, or employee of Charterholder or of the charter school; or (c) a person or entity having partial or complete control over Charterholder or the charter school shall be separately and clearly reflected in the accounting, auditing, budgeting, reporting, and record keeping systems of the charter school. Charterholder shall not transfer any asset of the charter or incur any debt except in return for goods or services provided for the benefit of the charter school at fair market value.
26. Non-Charter Activities. Charterholder shall keep separate and distinct accounting, auditing, budgeting, reporting, and record keeping systems for the management and operation of the charter school. Any business activities of Charterholder not directly related to the management and operation of the charter school shall be kept in separate and distinct accounting, auditing, budgeting, reporting, and record keeping systems from those reflecting activities under the charter. Any commingling of charter and non-charter business in these systems shall be a material violation of the charter.

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

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

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

**Enforcement**

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

**This Agreement**

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


CONTRACT

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

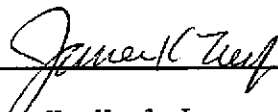
Entered into this 15<sup>th</sup> day of MAY, 1998.

Texas State Board of Education

Charterholder

  
By Dr. Jack Christie  
Chairman

Southwest Preparatory School

By   
James K. Neal Jr.  
Typed Name